THE CITY OF SAN FERNANDO

# San Fernando City Council

## Regular Meeting Notice and Agenda

## JULY 18, 2016 – 6:00 PM

Council Chambers
117 Macneil Street
San Fernando, CA 91340

**CALL TO ORDER/ROLL CALL**

Mayor Robert C. Gonzales
Vice Mayor Joel Fajardo
Councilmember Antonio Lopez
Councilmember Jaime Soto
Councilmember Sylvia Ballin

**PLEDGE OF ALLEGIANCE**

San Fernando Police Explorer Samantha Martinez

**APPROVAL OF AGENDA**

**PRESENTATIONS**

a) PARKS & RECREATION MONTH – JULY
Director of Recreation & Community Services Ismael Aguila

b) TRIBUTE TO OUR TROOPS
Mayor Robert C. Gonzales

c) CERTIFICATE OF RECOGNITION FOR LITTLE LIBRARY BOOK DONATION – ISABELLA MEZA
Mayor Robert C. Gonzales

d) PRESENTATION REGARDING EVENTS IN ORLANDO, FLORIDA, AND DALLAS, TEXAS
Councilmember Sylvia Ballin

## PUBLIC STATEMENTS – WRITTEN/ORAL

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

## CONSENT CALENDAR

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

### 1) CONSIDERATION TO ADOPT RESOLUTIONS APPROVING THE WARRANT REGISTER

Recommend that the City Council:

a. Adopt Resolution No. 16-071 approving the Warrant Register dated July 5, 2016; and

b. Adopt Resolution No. 16-072 approving the Warrant Register dated July 18, 2016.

### 2) CONSIDERATION TO AWARD A CONTRACT FOR HIGHWAY SAFETY IMPROVEMENT PROGRAM, PEDESTRIAN HEAD REPLACEMENT PROJECT HSIPL-5202(017), JOB NO. 7593

Recommend that the City Council:

a. Approve plans and specifications for the for Highway Safety Improvement Program Pedestrian Head Replacement Project HSIPL-5202(017), Job No. 7593;

b. Accept the lowest responsive bid from Traffic Development Services, Inc. for construction of these improvements;

c. Authorize the City Manager to execute a Construction Contract with Traffic Development Services, Inc., (Contract No. 1833) for an amount not to exceed $43,836;

d. Establish an amount of approximately 15% of the contract amount ($6,575), as a contingency, to cover the cost of unforeseen construction expenses; and

e. Accept funds in the amount of $60,000 awarded to the City by the State of California Department of Transportation (Caltrans) and authorize the City Manager or designee to execute the grant agreement with Caltrans.

## 3) CONSIDERATION TO AWARD A CONTRACT FOR 2016 CITYWIDE CATCH BASIN CONNECTOR PIPE SCREEN INSTALLATION, JOB NO. 7594, PLAN NO. P-721

Recommend that the City Council:

a. Approve plans and specifications for the 2016 Citywide Catch Basin Connector Pipe Screen Installation, Job No. 7594, Plan No. P-721;

b. Accept the lowest responsive bid from United Storm Water, Inc. for construction of these improvements;

c. Authorize the City Manager to execute a Construction Contract with United Storm Water, Inc., (Contract No. 1831) for an amount not to exceed $51,620; and

d. Establish an amount of 20% of the contract amount ($10,324), as a contingency, to cover the cost of unforeseen construction expenses.

## 4) CONSIDERATION TO APPROVE AN AGREEMENT FOR SPECIAL SERVICES WITH LIEBERT CASSIDY WHITMORE

Recommend that the City Council:

a. Approve an Agreement for Special Services (Contract No. 1829) with the law firm of Liebert Cassidy Whitmore;

b. Authorize the City Manager to execute the Agreement; and

c. Authorize staff to utilize the services of Olivarez Madruga, P.C. for additional representational, litigation, and other employment relations services.

## 5) CONSIDERATION TO ADOPT A RESOLUTION FOR THE PURCHASE OF FOUR CATALYST 3850-48T-L ETHERNET SWITCHES

Recommend that the City Council:

a. Adopt Resolution No. 7756 amending the budget for Fiscal Year 2016-17, commencing July 1, 2016 and ending June 30, 2017; and

b. Approve the Purchase of four (4) Catalyst 3850-48T-L Ethernet Switches in the amount of $14,066.00, not to exceed in the amount of $15,000.00; and

c. Authorize the City Manager and the Chief of Police to execute the Purchase Order.

## 6) CONSIDERATION TO ADOPT A RESOLUTION FOR THE PURCHASE, INSTALLATION AND TRAINING OF TRITECH INFORM RECORDS MANAGEMENT SYSTEM (RMS) AND FIELD BASE REPORTING (FBR)

Recommend that the City Council:

a. Adopt Resolution No. 7753 amending the budget for Fiscal Year 2016-17, commencing July 1, 2016 and ending June 30, 2017;

b. Approve the Purchase, Installation and Training of TriTech Inform RMS and FBR software in the amount of $29,925.00, not to exceed in the amount of $30,000.00; and

c. Authorize the City Manager and the Police Chief to execute the Purchase Order.

## 7) CONSIDERATION TO APPROVE SUBAWARD AGREEMENT WITH COUNTY OF LOS ANGELES COMMUNITY AND SENIOR SERVICES FOR ELDERLY NUTRITION PROGRAM SERVICES

Recommend that the City Council:

a. Authorize the City Manager to execute a Subaward Agreement (Contract No. 1830) with the County of Los Angeles Community and Senior Services to grant access for the Elderly Nutrition Program (ENP) Services at Las Palmas Park; and

b. Adopt Resolution No. 7752 to increase the expenditures of the FY 2016-2017 budget for funds 001-422-3750 and 001-422-3752 by $5,000 to balance any deficit to the ENP accounts.

## 8) NOTICE OF COMPLETION – BRAND BOULEVARD WATERWISE LANDSCAPING, PROJECT NO. 7591, PLAN NO. 717

Recommend that the City Council:

a. Accept the improvements as constructed by KTB Construction and consider the work complete;

b. Authorize the issuance and filing of the Notice of Completion with the Los Angeles County Registrar-Recorder/County Clerk's Office; and

c. Authorize the release of the 5% retention amount ($18,169.57) after the 35-day lien period from the date the Notice of Completion is recorded.

**9) CONSIDERATION TO APPROVE A RESOLUTION ADOPTING A PLAN TO CONSOLIDATE FUTURE ELECTIONS WITH A STATEWIDE ELECTION NO LATER THAN THE NOVEMBER 8, 2022 STATEWIDE GENERAL ELECTION**

Recommend that the City Council approve Resolution No. 7754 Adopting a Plan to Consolidate Future Elections With a Statewide Election No Later Than the November 8, 2022 Statewide General Election.

**PUBLIC HEARING**

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

Recommend that the City Council:

a. Conduct a Public Hearing; and

b. Pending public testimony, adopt Resolution No. 7748 authorizing the placement of a lien against real property as a special assessment on property tax bills for the collection of delinquent solid waste billings.

**11) CONSIDERATION OF THE FISCAL YEAR (FY) 2016-2017 LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT PUBLIC HEARING AND CONFIRMATION OF ASSESSMENT**

Recommend that the City Council:

a. Conduct a Public Hearing by following the Order of Procedure;

b. Adopt Resolution No. 7750 ordering the continued maintenance of the City's streetlights and confirming the annual assessment; and

c. Adopt Resolution No. 7751 approving the Final Engineer's Report for the FY 2016-2017 Landscaping and Lighting Assessment District.

## ADMINISTRATIVE REPORTS

### 12) APPOINTMENT TO THE TRANSPORTATION AND SAFETY COMMISSION

Vice Mayor Joel Fajardo is recommending the appointment of David Bernal to the Transportation and Safety Commission as his representative.

### 13) CONSIDERATION TO APPROVE NON-EXCLUSIVE LICENSE AGREEMENT WITH THE FERNANDEÑO TATAVIAM BAND OF MISSION INDIANS FOR CULTURAL ENRICHMENT PROGRAMS

Recommend that the City Council:

a. Authorize the City Manager to execute Non-Exclusive License Agreement (Contract No. 1832) with the Fernandeño Tataviam Band of Mission Indians for Cultural Enrichment Programs; and

b. Adopt Resolution No. 7755 to increase expenditures of Fiscal Year (FY) 2016-2017 Fund 017 budget by $1,500 to fund staffing costs for Indigenous Day in October of 2016.

### 14) CONSIDERATION TO APPROVE A NON-EXCLUSIVE LICENSE AGREEMENT WITH PLAZA COMUNITARIA SINALOA FOR ADULT EDUCATION CLASSES

Recommend that the City Council:

a. Authorize the City Manager to execute a Non-exclusive License Agreement (Contract No. 1825) with Plaza Comunitaria Sinaloa to grant access for implementation of adult education programs at Las Palmas Park; and

b. Consider waiving facility-use fees for a total of $2,420 and also budget $270 in City staff salaries for use of the Community Lab Room at Las Palmas Park.

### 15) CONSIDERATION OF AWARD OF CONTRACT FOR COMPRESSED NATURAL GAS (CNG) FUELING STATION UPGRADE PROJECT

Recommend that the City Council:

a. Approve specifications related to the City's Request for Proposal;

b. Award a contract to Clean Energy for CNG Fueling Station Improvements at 120 Macneil Street;

c. Authorize the City Manager, or designee, to negotiate and execute a design-build agreement in a form approved by the City Attorney (Contract No. 1824) with Clean Energy in the amount of $1,356,683;

d. Establish an amount of 15% of the contract amount ($203,502), as a contingency, to cover the cost of unforeseen construction expenses; and

e. Accept funds in the amount of $387,091 awarded to the City by the Mobile Source Air Pollution Review Committee (MSRC) via the Clean Transportation Funding Grant Program and authorize the City Manager or designee to execute the grant agreement with MSRC.

## 16) UPDATE REGARDING POTENTIAL DEVELOPMENT OF A RENT CONTROL ORDINANCE AND PROGRAM

Recommend that the City Council:

a. Receive and file the update report; and

b. Provide City Staff and the City Attorney with direction regarding potential development of a rent control ordinance and program.

## 17) CONSIDERATION OF BUSINESS LICENSE CERTIFICATES FOR SPECIAL EVENTS

Recommend that the City Council provide direction to staff regarding the current Business License process, including the amount of the required taxes and fees, for special events.

## 18) DISCUSSION OF TIMELINE FOR PRESENTING THE TRANSIT ORIENTED DEVELOPMENT (TOD) OVERLAY ZONE PROJECT

This item is placed on the agenda by Vice Mayor Joel Fajardo.

## CITY COUNCIL - LIAISON UPDATES

## DEPARTMENT HEADS - COMMISSION UPDATES

## GENERAL COUNCIL COMMENTS

## STAFF COMMUNICATION

## ADJOURNMENT

*I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the City Hall bulletin board not less than 72 hours prior to the meeting.*

*Elena G. Chávez, CMC*
*City Clerk*
*Signed and Posted: July 14, 2016 (5:00 p.m.)*

# Regular Meeting
# San Fernando City Council

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THE CITY OF SAN FERNANDO

# AGENDA REPORT

**To:** Mayor Robert C. Gonzales and Councilmembers

**From:** Brian Saeki, City Manager
By: Nick Kimball, Finance Director

**Date:** July 18, 2016

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

**RECOMMENDATION:**

It is recommended that the City Council:

a. Adopt Resolution No. 16-071 (Attachment "A") approving the Warrant Register dated July 5, 2016; and

b. Adopt Resolution No. 16-072 (Attachment "B") approving the Warrant Register dated July 18, 2016.

**BACKGROUND:**

For each City Council meeting the Finance Department prepares a Warrant Register for City Council approval. The Register includes all recommended payments for the City. Checks, other than handwritten checks, generally are not released until after the City Council approves the Register. The exceptions are for early releases to avoid penalties and interest, excessive delays and in all other circumstances favorable to the City to do so. Handwritten checks are those payments required to be issued between City Council meetings such as insurance premiums and tax deposits. Staff reviews requests for expenditures for budgetary approval and then prepares a Warrant Register for Council approval and/or ratification. Items such as payroll withholding tax deposits do not require budget approval.

The Finance Director hereby certifies that all requests for expenditures have been signed by the department head, or designee, receiving the merchandise or services thereby stating that the items or services have been received and that the resulting expenditure is appropriate. The Finance Director hereby certifies that each Warrant Register has been reviewed for completeness and that sufficient funds are available for payment of the Warrant Register.

There are two Warrant Registers attached due to the lack of a formal City Council meeting on July 5, 2016. Resolution No. 6212 (adopted August 3, 1992) approves the issuing of Warrants

prior to City Council ratification due to cancellation of a regularly scheduled City Council meeting. A copy of the Resolution No. 6212 and the memorandum provided to the City Treasurer approving the release of the Warrants are attached to this report (Attachments "C" and "D").

**ATTACHMENTS:**

A. Resolution No. 16-071
B. Resolution No. 16-072
C. Resolution No. 6212 (August 3, 1992)
D. Memorandum Approving Release of Warrant Register (July 6, 2016)

**ATTACHMENT "A"**

**RESOLUTION NO. 16-071**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO ALLOWING AND APPROVING FOR PAYMENT DEMANDS PRESENTED ON DEMAND/ WARRANT REGISTER NO. 16-071**

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

1. That the demands (EXHIBIT "A") as presented, having been duly audited, for completeness, are hereby allowed and approved for payment in the amounts as shown to designated payees and charged to the appropriate funds as indicated.

2. That the City Clerk shall certify to the adoption of this Resolution and deliver it to the City Treasurer.

**PASSED, APPROVED, AND ADOPTED** this 18th day of July, 2016.

Robert C. Gonzales, Mayor

**ATTEST:**

Elena G. Chávez, City Clerk

**STATE OF CALIFORNIA )**
**COUNTY OF LOS ANGELES ) ss**
**CITY OF SAN FERNANDO )**

**I HEREBY CERTIFY** that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 18th day of July, 2016, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

Elena G. Chávez, City Clerk

**EXHIBIT "A"**

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**ATTACHMENT "B"**

**RESOLUTION NO. 16-072**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO ALLOWING AND APPROVING FOR PAYMENT DEMANDS PRESENTED ON DEMAND/ WARRANT REGISTER NO. 16-072**

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

1. That the demands (EXHIBIT "A") as presented, having been duly audited, for completeness, are hereby allowed and approved for payment in the amounts as shown to designated payees and charged to the appropriate funds as indicated.

2. That the City Clerk shall certify to the adoption of this Resolution and deliver it to the City Treasurer.

**PASSED, APPROVED, AND ADOPTED** this 18th day of July, 2016.

Robert C. Gonzales, Mayor

**ATTEST:**

Elena G. Chávez, City Clerk

**STATE OF CALIFORNIA )**
**COUNTY OF LOS ANGELES ) ss**
**CITY OF SAN FERNANDO )**

**I HEREBY CERTIFY** that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 18th day of July, 2016, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

Elena G. Chávez, City Clerk

**EXHIBIT "A"**

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| #$%$%&' | )*&(*$%&+ | (('7"7##D/15VE#D=3J50 8 | %+*$7*&+:%+*""%*&+ | | >@1#@0=B50 | |
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| #$%$%$% | )*&(*$%&+ | &%&")+##D0,=.D50E#=.<; | '&9$&9%""7 | | 1, 83?6#2/0#3=D>8=.D#05- ,=0#X#3- #- | |
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| | | | | | **2%/AB+** | **+"'!PMNN** |
| #$%$%$& | )*&(*$%&+ | &%&9"9##DCV1,.E#I56C6#3J50 8/ | IC.5#$%&+ | | 11,- #=.680C<8 /0 | |
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| #$%$%$$ | )*&(*$%&+ | (((+9)##>@3#6/284 ,05E#33< | %%&%")&:=. | | JC6=.566#3=<5.65# ,@1=.=680, 8=/.# | |
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# HANDWRITTEN CHECKS

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ATTACHMENT "C"

**RESOLUTION NO.** 6212

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, APPROVING THE ISSUING OF WARRANTS PRIOR TO COUNCIL RATIFICATION DUE TO CANCELLATION OF REGULARLY SCHEDULED CITY COUNCIL MEETINGS

WHEREAS, warrants are not issued until ratification at Council meetings; and

WHEREAS, during certain months of the year, regularly scheduled Council meetings may be cancelled, causing extended periods of time between meetings; and

WHEREAS, this time lag may create undue hardship to those whom the City may owe funds.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of San Fernando, California, does hereby approve that regularly scheduled warrants, including consultants' billings, which would have been considered for ratification had not a regularly scheduled City Council meeting been cancelled, may be approved for issuance by a consensus of the City Administrator and the Finance Director. The check signature policy will not be amended by this action and the warrants will be subject to ratification at the next scheduled City Council meeting.

PASSED, APPROVED AND ADOPTED this 3rd day of August, 1992, by the following vote:

AYES: Acuna, Hernandez, Chacon, Wysbeek, Ojeda - 5

NOES: None - 0

ABSENT None - 0

Mayor, City of San Fernando

ATTEST:

City Clerk

STATE OF CALIFORNIA )
COUNTY OF LOS ANGELES ) SS.
CITY OF SAN FERNANDO )

I hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of San Fernando at a regular meeting thereof, held on the 3rd day of August, 1992.

City Clerk

APPROVED AS TO FORM:

City Attorney

**ATTACHMENT "D"**

THE CITY OF SAN FERNANDO

# MEMORANDUM

**To:** Margarita Solis, City Treasurer

**From:** Nick Kimball, Finance Director
By: Sandra Franco-Rivas, Senior Account Clerk

**Date:** July 6, 2016

**Subject:** Release of Warrants

Due to the lack of a formal City Council meeting on July 5, 2016, the warrant register was not approved. The City Council has passed a Resolution #6212 permitting the release of regular occurring warrants with the approval of the City Manager and the Finance Director. Copy of resolution is attached.

Approval is hereby provided:

Approved: _____
Nick Kimball, Finance Director

Approved: _____
Brian Saeki, City Manager

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THE CITY OF SAN FERNANDO

# AGENDA REPORT

**To:** Mayor Robert C. Gonzales and Councilmembers

**From:** Brian Saeki, City Manager
By: Chris Marcarello, Deputy City Manager/Public Works Director

**Date:** July 18, 2016

**Subject:** Consideration to Award a Contract for Highway Safety Improvement Program, Pedestrian Head Replacement Project HSIPL-5202(017), Job No. 7593

**RECOMMENDATION:**

It is recommended that the City Council:

a. Approve plans and specifications (Attachment "A") for the for Highway Safety Improvement Program (HSIP), Pedestrian Head Replacement Project HSIPL-5202(017), Job No. 7593;

b. Accept the lowest responsive bid from Traffic Development Services, Inc. for construction of these improvements;

c. Authorize the City Manager to execute a Construction Contract with Traffic Development Services, Inc., (Attachment "B" – Contract No. 1833) for an amount not to exceed $43,836;

d. Establish an amount of approximately 15% of the contract amount ($6,575), as a contingency, to cover the cost of unforeseen construction expenses; and

e. Accept funds in the amount of $60,000 awarded to the City by the State of California Department of Transportation (Caltrans) and authorize the City Manager or designee to execute the grant agreement with Caltrans.

**BACKGROUND:**

As part of the City's Fiscal Year 2015-2016 Budget, the City Council approved a project titled "Highway Safety Improvement Program, Replacement of Pedestrian Traffic Signals", which involves the installation of new pedestrian traffic signal heads at several signalized traffic intersections. The bulk of this project is funded through the State of California Highway Safety Improvement Program, with a total approved grant of $60,000 and $10,000 in additional funding from Gas Tax funds.

**ANALYSIS:**

Based on a review of accessibility requirements included in the Americans with Disabilities Act ("ADA"), several signalized intersections in the City have been identified for improvements. Improvements in this grant-funded project will include the replacement of existing pedestrian traffic signals with new modules that utilize countdown timers to inform pedestrians the time remaining to cross at signalized intersections. These improvements will help to enhance pedestrian crossing areas and improve traffic and pedestrian safety.

*Project Details*
The proposed project includes the retrofit of seventy-three existing pedestrian heads with new countdown modules and the installation of forty (40) new countdown modules and related electrical improvements.

On June 30 at 11:00 a.m., the City Clerk received and opened three (3) bids for construction of these improvements (Attachment "C"). Staff analyzed all bids and determined the bid from Traffic Development Services, Inc. to be the lowest responsive bid. The table below summarizes the bids received for project construction:

| RANK | BIDDER | BID AMOUNT |
|---|---|---|
| 1 | Traffic Development Services, Inc. | $43,836.00 |
| 2 | Siemens | $45,785.00 |
| 3 | Taft Electrical | $52,574.68 |

Traffic Development Services, Inc. has successfully completed similar projects for the cities of Fontana, Bakersfield, Long Beach, Lancaster, Torrance, and Santa Clarita.

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

- July 18, 2016
  City Council Award of Contract

- Tentative Construction Schedule
  September 2016

As indicated in the project bid specifications, the contractor has ten (10) working days to complete the project.

## BUDGET IMPACT:

The total estimated cost for this capital project is $69,411. Funding is included in the City's approved Fiscal Year 2016-2017 budget through the Highway Safety Improvement Program grant and Gas Tax funds.

| **SOURCES** | | |
|---|---|---|
| **Fund** | **Account Number** | **Allocation** |
| HSIP Grant | 010-310-3665-4600 | $ 60,000 |
| Administration/Engineering – Gas Tax | 011-311-3665-4270 | $ 10,000 |
| **Total Sources:** | | **$ 70,000** |

| **USES** | | |
|---|---|---|
| **Activity** | **Account Number** | **Cost** |
| Inspection | 010-310-3665-4600 | $ 7,000 |
| Construction | 010-310-3665-4600 | $ 43,836 |
| Contingency (20%) | 010-310-3665-4600 | $ 6,575 |
| | | |
| **Expenditures-to-Date (if applicable)** | | |
| Design/Labor Compliance | 011-311-3665-4270<br>010-310-3665-4600 | $ 12,000 |
| | | |
| **Total Uses** | | **$ 69,411** |

## CONCLUSION:

It is requested that the Council award a construction contract to complete grant-funded pedestrian and traffic safety improvements in the community.

## ATTACHMENTS:

A. Plans and Specifications
B. Contract No. 1833
C. Bid Summary

# CITY OF SAN FERNANDO
**CALIFORNIA**

# CONTRACT DOCUMENTS, SPECIFICATIONS, AND STANDARD DRAWINGS FOR

## Pedestrian Head Replacement Project
## HSIPL-5202(017)
## Job No. 7593

CITY OF SAN FERNANDO
INCORPORATED
AUG. 31 1911
CALIFORNIA

Prepared by:

WILLDAN Engineering | extending your reach

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

REGISTERED PROFESSIONAL ENGINEER
VANESSA MUNOZ
NO. 67583
EXP. 06-30-17
CIVIL
STATE OF CALIFORNIA

Under the Supervision of:

Vanessa Munoz, P.E., P.T.O.E. RCE 67583 6/6/16 Date

REGISTERED PROFESSIONAL ENGINEER
YING KWAN
CIVIL
STATE OF CALIFORNIA

Approved by:

Ying Kwan, P.E., City Engineer RCE 42418 6/9/16 Date

SPC16-08

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**Appendix I – Pedestrian Head Replacements per Location**

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JN 106069
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# NOTICE TO BIDDERS
# FEDERAL REQUIREMENTS

## Proposal Phase

*If you are the apparent low bidder, second low bidder, or third low bidder*, you must submit the following form, either with your bid or within four (4) business days after bid opening:

☐ Construction Contract DBE Commitment, Exhibit 15-G (p. F-30)

In addition, you are strongly encouraged, and may be required, to submit the following form as a supplement to Exhibit 15-G:

☐ DBE Information – Good Faith Efforts, Exhibit 15-H (p. F-32)

To assist the City in updating its Bidders List, all bidders are requested to submit the following form with their bids:

☐ Bidder Information Sheet(s) (p. F-41)

Upon execution and submission of your bid, you are agreeing to be bound by the following (but do not need to return the forms):

- Equal Employment Opportunity Certification (p. F-25)
- Debarment and Suspension Certification (p. F-26)
- Nonlobbying Certification for Federal-Aid Contracts (p. F-27)

*If applicable*, the following form must be submitted with the bid:

☐ Disclosure of Lobbying Activities (p. F-28)

## Construction Phase

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

*If applicable*, you will be required to submit the following form each month during construction:

☐ Monthly DBE Trucking Verification (p. F-35)

## Post-Construction Phase

*When construction is completed*, you will be required to submit the following forms to the City:

☐ Final Report – Utilization of Disadvantaged Businesses (p. F-37)
☐ Disadvantaged Business Enterprises (DBE) Certification Status Change (p. F-39)

CITY OF SAN FERNANDO
COUNTY OF LOS ANGELES
STATE OF CALIFORNIA
NOTICE INVITING BIDS

SEALED PROPOSALS will be received at the Office of the City Clerk, City Hall, 117 Macneil Street, San Fernando, California until **11:00 AM on Thursday, June 30, 2016** and said bids will be publicly opened and declared for performing work on the following project:

**PEDESTRIAN HEAD REPLACEMENT PROJECT**
**HSIP-5202(017)**
**JOB NO. 7593**

The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the Specifications and Contract Documents. The general items of work include retrofitting existing pedestrian head housing with new LED countdown module and z-crate screen; and removing existing and installing new LED countdown pedestrian head assembly complete with new mounting as indicated in Appendix I in the Specifications.

There is no pre-bid meeting for the project.

The contract time for the project is **ten (10)** working days.

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

**The DBE contract goal for this project is 7%.**

For a list of DBEs certified by the California Unified Certification Program, go to: http://www.dot.ca.gov/hq/bep/find_certified.htm.

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

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

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

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

This project is subject to the requirements of the Cargo Preference Act, as described in the Specifications under "Use of United States-Flag Vessels".

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

The City reserves the right to reject any and all bids and to waive any minor irregularities in the bid documents. Bidders may not withdraw their bid for a period of sixty (60) days after date set for opening thereof.

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

Bids will be accepted only from contractors licensed in accordance with the provisions of the Business and Professional Code of the State of California. Prior to contract execution, the contractor and his/her subcontractors shall obtain a City business license. Prior to beginning work, the contractor must possess a valid California **Class A or C-10** Contractor's License.

AB44 EFFECTIVE JULY 1, 2014. If a bidder submits a bid that includes a subcontractor who would be performing work in amount in excess of ½ of 1% of the bidder's total bid or in the case of bids for the construction of streets or highways, including bridges, in excess of ½ of 1% of the bidder's total bid or $10,000, whichever is greater, then in addition to the subcontractor's name and business address, the subcontractor's State contractor's license number must be included as part of the information submitted for that proposed subcontractor. Failure to provide the subcontractor's license number shall render the bid non-responsive.

SB854 EFFECTIVE MARCH 1, 2015. Contractors and Subcontractors wishing to work on a public works project must be registered with the State of California, Department of Industrial Relations. All public works projects with bids submitted after March 1, 2015, or awarded on or after April 1, 2015, shall use only registered contractors and subcontractors. No bid will be accepted nor

any contract entered into without proof of the Bidder's and its subcontractors' current registration with the Department of Industrial Relations. If awarded a contract, the Bidder and its subcontractors of every tier shall maintain active registration with the Department of Industrial Relations for the duration of the Project.

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

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

Copies of the specifications, including the approved proposal form, are available on the City website, www.sfcity.org, for downloading at no charge. **In order to be eligible to submit a bid for the project, you MUST contact Manuel Fabian, Civil Engineering Assistant II, via e-mail at mfabian@sfcity.org to be placed on the plan holders list.** Compact disk (CD) of the plans and specifications may be obtained for a non-refundable fee of **$5.00** each at the Public Works Department, City Hall, 117 Macneil Street, San Fernando, California, 91340. If mailing is requested, an additional fee of **$5.00** is required to cover postage and handling.

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

City of San Fernando

Date:_____ By:___Ying Kwan, P.E._____
City Engineer

Daily News
__/__/2016
__/__/2016

Sun
__/__/2016
__/__/2016

## INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

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

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

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

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

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

5. SIGNATURE OF CONTRACTOR

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

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

6. BONDS

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

security for the payment of all persons performing labor and furnishing materials in connection with this contract, as required by the terms of an Act entitled:

"An Act to secure the payment of the claim of persons employed by Contractors upon Public Works, and the claims of persons who furnish materials, supplies, teams, implements; or machinery used or consumed by such Contractors in the performance of such works, and prescribing the duties of certain public officers with respect thereto," approved May 10, 1919, as amended.

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

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

7. RETURN OF BIDDER'S GUARANTIES Within ten (10) days after the award of the contract, the City will return the proposal guaranties accompanying those proposals which are not to be considered in making award. All other proposals which are to be held until the contract has been finally executed, will be returned to the respective bidders after award of contract.

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

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

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

# CONTRACTOR'S PROPOSAL

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

HONORABLE MAYOR AND
MEMBERS OF THE CITY COUNCIL:

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

**PEDESTRIAN HEAD REPLACEMENT PROJECT**
**HSIP-5202(017)**
**JOB NO. 7593**

The undersigned hereby proposes to furnish all labor, materials, equipment, tools, transportation, and services to perform all work required and to complete said work within **ten (10)** working days after the commencement date stated in the Notice to Proceed. All work shall be performed in accordance with the Specifications, and Contract Documents, including the Special Provisions and Technical Provisions, for the prices set forth in the bid schedule.

_____ _____
Dated Bidder

_____
Signature

_____
Name (Print/Type)

_____
Title

# PEDESTRIAN HEAD REPLACEMENT PROJECT
# HSIP-5202(017)
# JOB NO. 7593

## BID SCHEDULE

| ITEM NO. | DESCRIPTION | UNIT | ESTIMATED QUANTITY | UNIT PRICES | EXTENDED AMOUNT |
|---|---|---|---|---|---|
| 1. | Retrofit existing housing with new LED pedestrian module and z-crate screen | EA | 73 | $ | $ |
| 2. | Remove and Install new LED pedestrian housing complete with new mounting | EA | 40 | $ | $ |
| | | | | **TOTAL BID** | $ |

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

List of Addendum Received:_____

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

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

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

# BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

that we, _____as Principal,
and _____as Surety,
are held and firmly bound unto the City of San Fernando in the sum of _____
_____($_____)
to be paid to the said City of its certain Attorney, its successors and assigns; for the payment of which sum well and truly made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the certain proposal of the above bounden _____
to construct _____
(insert names of streets and limits to be improved) dated _____is accepted by the City of San Fernando, and if the above bounden his heirs, executors, administrators, successors and assigns, shall duly enter into and execute a contract for such construction, and shall execute and deliver the two bonds described within ten (10) days (not including Sunday) from the date of the mailing of a notice to the above bounden _____
by and from the said City of San Fernando that said contract is ready for execution, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we hereunto set our hands and seals this _____day of _____ , 2016.

| Principal | Surety |
|---|---|
| By_____ | By_____ |
| Its_____ | Its_____ |
| By_____ | By_____ |
| Its_____ | Its_____ |

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

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

_____

_____

_____

# CONTRACTOR INFORMATION

Company Name _____

Address _____

Telephone _____Fax _____E-mail _____

Type of Firm: Individual ( ) Partnership ( ) Corporation ( )

Corporation organized under the laws of the State of _____

Contractor's License Number _____State ___Classification _____Expiration Date _____

DIR Registration Number _____Expiration Date _____

Names and titles of all officers of the firm

_____

_____

_____

_____

# LIST OF REFERENCES

(To be submitted by contractors who have not worked with the City of San Fernando.)

1. NAME OF CITY OR BUSINESS _____
   CONTACT PERSON AND PHONE NO. _____
   TYPE/DATE OF WORK PERFORMED _____
   TOTAL CONTRACT AMOUNT $ _____

2. NAME OF CITY OR BUSINESS _____
   CONTACT PERSON AND PHONE NO. _____
   TYPE/DATE OF WORK PERFORMED _____
   TOTAL CONTRACT AMOUNT $ _____

3. NAME OF CITY OR BUSINESS _____
   CONTACT PERSON AND PHONE NO. _____
   TYPE/DATE OF WORK PERFORMED _____
   TOTAL CONTRACT AMOUNT $ _____

4. NAME OF CITY OR BUSINESS _____
   CONTACT PERSON AND PHONE NO. _____
   TYPE/DATE OF WORK PERFORMED _____
   TOTAL CONTRACT AMOUNT $ _____

5. NAME OF CITY OR BUSINESS _____
   CONTACT PERSON AND PHONE NO. _____
   TYPE/DATE OF WORK PERFORMED _____
   TOTAL CONTRACT AMOUNT $ _____

6. NAME OF CITY OR BUSINESS _____
   CONTACT PERSON AND PHONE NO. _____
   TYPE/DATE OF WORK PERFORMED _____
   TOTAL CONTRACT AMOUNT $ _____

## LIST OF SUBCONTRACTORS

The bidder is required to fill in the following blanks in accordance with the provisions of Section 4100 to 4108, inclusive, of the Government Code of the State of California.

Name under which subcontractor is licensed: _____

Address of office, mill or shop: _____

Specific description of subcontract: _____

License No.: _____ Amount of Subcontract: _____

DIR Registration Number: _____ Expiration Date: _____

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Name under which subcontractor is licensed: _____

Address of office, mill or shop: _____

Specific description of subcontract: _____

License No.: _____ Amount of Subcontract: _____

DIR Registration Number: _____ Expiration Date: _____

---

Name under which subcontractor is licensed: _____

Address of office, mill or shop: _____

Specific description of subcontract: _____

License No.: _____ Amount of Subcontract: _____

DIR Registration Number: _____ Expiration Date: _____

---

Name under which subcontractor is licensed: _____

Address of office, mill or shop: _____

Specific description of subcontract: _____

License No.: _____ Amount of Subcontract: _____

DIR Registration Number: _____ Expiration Date: _____

---

Name under which subcontractor is licensed: _____

Address of office, mill or shop: _____

Specific description of subcontract: _____

License No.: _____ Amount of Subcontract: _____

DIR Registration Number: _____ Expiration Date: _____

---

**CERTIFICATE OF SECRETARY**
**OF ADOPTION OF RESOLUTION**

I, _____(insert name of Secretary), do hereby certify that I am the Secretary of _____(insert name of corporation) a California corporation, and do hereby certify that the following resolution is a full, true and correct copy of a resolution passed by the Board of Directors of said corporation at a meeting thereof held on the _____day of _____ , 2016 (insert proper date), in accordance with the bylaws of said corporation, and that said resolution has not to the date of this certificate been in any manner amended, modified, revoked, rescinded or annulled, and the same is now in full force and effect.

"RESOLVED, that any of the following officers of this corporation, _____,
_____President
_____, Vice President and
_____, secretary
*(insert names of officers and capacity where not shown), (any two acting together) (any one acting alone) (strike out inapplicable portion)*, be and they are hereby authorized to execute and deliver in the name of and for and on behalf of this corporation, any and all bids, authorizations, contracts, bonds and agreements of any nature or sort whatsoever.

BE IT FURTHER RESOLVED, that any and all persons, firms, corporations and other entities, including public entities, shall be entitled to rely on the authority of (any one of such officers) (any two of such officers acting together) (strike out inapplicable portion), above named, to bind this corporation by the execution and delivery of any such bids, authorizations, contracts, bonds and agreements.

BE IT FURTHER RESOLVED, that the authority herein contained shall remain effective until the person, corporation, or public entity relying upon the authority herein contained, receives written notice to the contrary signed by duly authorized officers of this corporation, that all previous authorizations theretofore given with respect to the matters herein contained are revoked. That the revocation of the authority herein contained shall not affect the validity of any instrument herein referred to signed by any person or persons at the time authorized to act."

IN WITNESS WHEREOF, the undersigned has hereunto set (his/her) hand as Secretary and affixed the seal of this corporation this _____day of _____, 2016.

_____
Secretary

**Affix Seal**

## LIST OF SUBCONTRACTORS, SUPPLIERS, & VENDORS CONTACTED TO RECEIVE PRICES IN PREPARATION OF BID PROPOSAL

1. NAME & LOCATION OF BUSINESS _____
_____
CONTACT PERSON AND PHONE NO. _____
ITEM OR TYPE OF WORK PROPOSED _____
PRICE OR AMOUNT $ _____

2. NAME & LOCATION OF BUSINESS _____
_____
CONTACT PERSON AND PHONE NO. _____
ITEM OR TYPE OF WORK PROPOSED _____
PRICE OR AMOUNT $ _____

3. NAME & LOCATION OF BUSINESS _____
_____
CONTACT PERSON AND PHONE NO. _____
ITEM OR TYPE OF WORK PROPOSED _____
PRICE OR AMOUNT $ _____

4. NAME & LOCATION OF BUSINESS _____
_____
CONTACT PERSON AND PHONE NO. _____
ITEM OR TYPE OF WORK PROPOSED _____
PRICE OR AMOUNT $ _____

5. NAME & LOCATION OF BUSINESS _____
_____
CONTACT PERSON AND PHONE NO. _____
ITEM OR TYPE OF WORK PROPOSED _____
PRICE OR AMOUNT $ _____

6. NAME & LOCATION OF BUSINESS _____
_____
CONTACT PERSON AND PHONE NO. _____
ITEM OR TYPE OF WORK PROPOSED _____
PRICE OR AMOUNT $ _____

# NON-COLLUSION AFFIDAVIT

ANNUAL STREET RESURFACING PROJECT FY 2015-2016
JOB NO. 7592, PLAN NO. 718

STATE OF CALIFORNIA )
) SS
COUNTY OF _____)

_____,being first duly sworn, deposes and

says that he is _____
(Sole owner, partner, president, secretary, etc.)

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

_____ _____
Date Bidder

_____
Authorized Signature

_____
Name (Print/Type)

STATE OF CALIFORNIA )
) SS
COUNTY OF _____)

_____
Title

On _____, 2016 before me, _____

Personally appeared _____who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledge to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

(Notary Seal)

_____
Signature of Notary Public

THE CITY OF SAN FERNANDO

# CONSTRUCTION CONTRACT/AGREEMENT

## [CONTRACTOR'S NAME]
## PEDESTRIAN HEAD REPLACEMENT PROJECT
## HSIP-5202(017)
## JOB NO. 7593

THIS AGREEMENT, made and entered into this _____day of _____, 2016, by and between CITY OF SAN FERNANDO, a municipal corporation of the State of California, hereinafter referred to as "CITY" and _____ "CONTRACTOR."

WITNESSETH:

That the CITY and the CONTRACTOR, for the consideration hereinafter named, mutually agree as follows:

1. The complete contract consists of the Contract Documents which includes all of the following documents incorporated herein by this reference: Approved **Pedestrian Head Replacement Project, HSIP-5212(017), Job No. 7593**, Notice Inviting Bids, Instructions to Bidders, Contractor's Proposal, Contract/Agreement, Special Provisions, Technical Provisions, and all modifications and amendments thereto.

2. CONTRACTOR shall perform everything required to be performed, shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the following work of improvement: **Pedestrian Head Replacement Project, HSIP-5212(017), Job No. 7593** (the "Work of Improvement") all in accordance with the Contract Documents and Contractor's Proposal dated _____, 2016.

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

3. CITY agrees to pay and CONTRACTOR agrees to accept in full payment for this Work of Improvement the stipulated sum of _____ _____ ($_____).

CITY agrees to make monthly payments and final payment in accordance with the method set forth in the Specifications.

4. CONTRACTOR agrees to commence construction of the Work of Improvement within ten (10) days after issuance of a Notice To Proceed, and to continue in a diligent and workman-like manner without interruption, and to complete the construction thereof within ten (10) working days.

5. Time is of essence of this Contract, and it is agreed that it would be impracticable or extremely difficult to ascertain the extent of actual loss or damage which the CITY will sustain by reason of any delay in the performance of this Agreement. It is, therefore, agreed that CONTRACTOR will pay as liquidated damages to the CITY the following sum: Five Hundred Dollars ($500.00) for each day's delay beyond the time herein prescribed for finishing work. If liquidated damages are not paid, as designated by the CITY, the CITY may deduct the amount thereof from any money due or that may become due the CONTRACTOR under this Agreement in addition to any other remedy available to CITY. The CONTRACTOR shall not be assessed liquidated damages for any delay caused by the failure of a public utility to relocate or remove an existing utility required for the performance of this Contract.

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

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

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

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

IN WITNESS WHEREOF, the said CONTRACTOR and the CITY ADMINISTRATOR and CITY CLERK of the CITY have caused the names of said parties to be affixed hereto, each in triplicate, the day and year first above written.

_____

CONTRACTOR

BY _____

_____

Title

BY _____

_____

Title

CITY OF SAN FERNANDO
A Municipal Corporation

_____

BRIAN SAEKI
CITY MANAGER

ATTEST:

_____

ELENA G. CHAVEZ
CITY CLERK

APPROVED AS TO FORM:

_____

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

FHWA-1273 -- Revised May 1, 2012

## REQUIRED CONTRACT PROVISIONS
## FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

### II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of

minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

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

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

**III. NONSEGREGATED FACILITIES**

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

**IV. DAVIS-BACON AND RELATED ACT PROVISIONS**

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified

as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

**1. Minimum wages**

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

**2. Withholding**

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

**3. Payrolls and basic records**

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee ( e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

**4. Apprentices and trainees**

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not

less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

## V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

**VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

**IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

**X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. **Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this

transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

**2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First

Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

# PERFORMANCE BOND

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

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

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

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

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals the _____day of _____, 2016, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by each party's undersigned representative, pursuant to authority of its governing body.

_____
(Principal)

ATTEST:

_____
(Address)

_____ _____
(By)

_____ _____
(Title)

_____
(Surety)

ATTEST:

_____
(Address)

_____ _____
(By)

_____ _____
(Title)

(To be filled in by Surety)

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

Total amount of premium charge is $_____.

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

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

_____

_____

_____

# PAYMENT (LABOR AND MATERIAL) BOND

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

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

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

The condition of this obligation is such that, if said Principal or his or its subcontractors, or the heirs, executors, administrators, successors or assigns thereof, shall fail to pay any of the persons named in Section 3181 of the Civil Code of the State of California for any materials, provisions, provender or other supplies used in, upon, for or about the performance of the work or labor performed by any such claimant or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, then said Surety will pay for the same, in the amount not exceeding the sum set forth hereinabove and also, in case suit is brought upon the bond, will pay a reasonable attorney's fee to be fixed by the court. This bond shall insure to the benefit of any and all persons named in the aforesaid Civil Code Section 3131 so as to give a right of action to them or their assigns in any suit brought upon the bond.

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

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals the _____day of _____, 2016, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by each party's undersigned representative, pursuant to authority of its governing body.

_____
(Principal)

ATTEST:

_____
(Address)

_____ _____
(By)

_____ _____
(Title)

_____
(Surety)

ATTEST:

_____
(Address)

_____ _____
(By)

_____ _____
(Title)

(To be filled in by Surety)

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

Total amount of premium charge is $_____.

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

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

_____

_____

_____

# WARRANTY PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that _____as Principal, hereinafter called Contractor, and _____, licensed and domiciled in the state of California as Surety, hereinafter called Surety, are held and firmly bound unto CITY OF SAN FERNANDO as Obligee, hereinafter called Owner, in the amount of _____ _____($_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, _____as Contractor, has by written agreement dated _____, 2016, entered into a contract with Owner for _____ in accordance with Drawings and Specifications contained in a written and executed contract, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

WHEREAS, said contract provides that the Principal shall furnish a bond which shall remain in force for a period of **one** year after the date of the notice of completion and which shall be conditioned to guarantee against all defects in workmanship and materials which shall become apparent during said period.

NOW THEREFORE, the condition of this obligation is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notices of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

(1) Complete the Contract in accordance with its terms and conditions, or;

(2) Obtain a bid or bids for completing the Contract in accordance with it terms and conditions, and upon determination by Surety of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

The transaction of insurance as evidenced by this bond is agreed by all parties to have taken place in the State of California in conformance with the laws therein, the Surety hereby accepts jurisdiction for adjudication of all claims in the state wherein the claims have occurred.

This bond is for the protection of the owner and gives no protection to any claimant other than those provided for by statute in the state wherein the claim occurs. The owner hereby agrees that no payments shall be made in excess or advance of any work specifically performed under the contract without the express written consent of the Surety.

For claims regarding non-payment for services provided or materials supplied under the contract, a claimant is defined herein as one having a direct contract with the Principal and/or subcontractor of the Principal. No suit or action shall be commenced hereunder by any claimant unless claimant shall:

1. Notify the Surety of the direct contract with the Principal or Subcontractor of the Principal within 30 days of entering into such contract and;

2. Notify the Surety of any demands for payment under such direct contracts concurrently with the Principal and/or Subcontractor of the Principal and;

3. Notify the Surety by certified mail within 15 days of any payment not made when due, or within 30 days of demand.

As the purpose of this bond is to warrant work previously performed by the Principal in the contract specified herein, the Owner shall notify Surety immediately by certified mail upon demand for work to be performed under this bond.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals the ____day of _____, 2016, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by each party's undersigned representative, pursuant to authority of its governing body.

_____
(Principal)

ATTEST:

_____
(Address)

_____ _____
(By)

_____ _____
(Title)

_____
(Surety)

ATTEST:

_____
(Address)

_____ _____
(By)

_____ _____
(Title)

(To be filled in by Surety)

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

Total amount of premium charge is $_____.

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

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

_____

_____

# REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS

# EXHIBIT 12-G REQUIRED FEDERAL-AID CONTRACT LANGUAGE
(For Local Assistance Construction Projects)

The following language must be incorporated into all Local Assistance Federal-aid construction contracts. The following language, with minor edits, was taken from the Code of Federal Regulations.

1. **DISADVANTAGED BUSINESS ENTERPRISES (DBE)** ..... F-2
   a. *DBE COMMITMENT SUBMITTAL* ..... F-2
   b. *GOOD FAITH EFFORTS SUBMITTAL* ..... F-3
   c. *EXHIBIT 15-G LOCAL AGENCY BIDDER DBE INFORMATION (CONSTRUCTION CONTRACTS)* ..... F-4
   d. *SUBCONTRACTOR AND DISADVANTAGED BUSINESS ENTERPRISE RECORDS* ..... F-4
   e. *PERFORMANCE OF DISADVANTAGED BUSINESS ENTERPRISES* ..... F-4
2. **BID OPENING** ..... F-5
3. **BID RIGGING** ..... F-5
4. **CONTRACT AWARD** ..... F-6
5. **CONTRACTOR LICENSE** ..... F-6
6. **CHANGED CONDITIONS** ..... F-6
   a. *DIFFERING SITE CONDITIONS* ..... F-6
   b. *SUSPENSIONS OF WORK ORDERED BY THE ENGINEER* ..... F-6
   c. *SIGNIFICANT CHANGES IN THE CHARACTER OF WORK* ..... F-7
7. **BEGINNING OF WORK, TIME OF COMPLETION, AND LIQUIDATED DAMAGES** ..... F-7
8. **BUY AMERICA** ..... F-7
9. **QUALITY ASSURANCE** ..... F-8
10. **PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS** ..... F-8
11. **FORM FHWA-1273 REQUIRED CONTRAT PROVISIONS FEDERAL-AID CONTRACTS** ..... F-9
12. **FEMALE AND MINORITY GOALS** ..... F-20
13. **FEDERAL TRAINEE PROGRAM** ..... F-21
14. **TITLE VI ASSURANCE** ..... F-23
15. **USE OF UNITED STATES-FLAG VESSELS** ..... F-24

## 1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

Under 49 CFR 26.13(b):

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

Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26).

To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a goal for DBEs.

Make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

Meet the DBE goal shown elsewhere in these special provisions or demonstrate that you made adequate good faith efforts to meet this goal.

It is your responsibility to verify that the DBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to: http://www.dot.ca.gov/hq/bep/find_certified.htm.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal.

Credit for materials or supplies you purchase from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

You receive credit towards the goal if you employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) through (4) and (6).

### *a. DBE Commitment Submittal*

Submit the Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* form, included in the Bid book. If the form is not submitted with the bid, remove the form from the Bid book before submitting your bid.

If the DBE Commitment form is not submitted with the bid, the apparent low bidder, the 2nd low bidder, and the 3rd low bidder must complete and submit the DBE Commitment form to the Agency. DBE Commitment form must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

Other bidders do not need to submit the DBE Commitment form unless the Agency requests it. If the Agency requests you to submit a DBE Commitment form, submit the completed form within 4 business days of the request.

Submit written confirmation from each DBE stating that it is participating in the contract. Include confirmation with the DBE Commitment form. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract.

If you do not submit the DBE Commitment form within the specified time, the Agency will find your bid nonresponsive.

***b. Good Faith Efforts Submittal***

If you have not met the DBE goal, complete and submit the DBE Information - Good Faith Efforts, Exhibit 15-H, form with the bid showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed towards obtaining participation by DBEs will be considered. If good faith efforts documentation is not submitted with the bid, it must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

If your DBE Commitment form shows that you have met the DBE goal or if you are required to submit the DBE Commitment form, you must also submit good faith efforts documentation within the specified time to protect your eligibility for award of the contract in the event the Agency finds that the DBE goal has not been met.

Good faith efforts documentation must include the following information and supporting documents, as necessary:

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with your own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.
2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.
3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.
4. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date assistance was provided. Provide copies of supporting documents, as appropriate.
8. Any additional data to support demonstration of good faith efforts.

The Agency may consider DBE commitments of the 2nd and 3rd bidders when determining whether the low bidder made good faith efforts to meet the DBE goal.

***c. Exhibit 15-G - Local Agency Bidder DBE Information (Construction Contracts)***

Complete and sign Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* included in the contract documents regardless of whether DBE participation is reported.

Provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, the Agency encourages you to submit a copy of the joint venture agreement.)

***d. Subcontractor and Disadvantaged Business Enterprise Records***

Use each DBE subcontractor as listed on Exhibit 12-B *Bidder's List of Subcontractors (DBE and Non-DBE)* and Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* form unless you receive authorization for a substitution.

The Agency requests the Contractor to:

1. Notify the Engineer of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
    - Name and business address of each 1st-tier subcontractor
    - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
    - Date of payment and total amount paid to each business

If you are a DBE contractor, include the date of work performed by your own forces and the corresponding value of the work.

Before the 15th of each month, submit a Monthly DBE Trucking Verification form.

If a DBE is decertified before completing its work, the DBE must notify you in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify you in writing of the certification date. Submit the notifications. On work completion, complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form. Submit the form within 30 days of contract acceptance.

Upon work completion, complete Exhibit 17-F *Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors*. Submit it within 90 days of contract acceptance. The Agency will withhold $10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

***e. Performance of Disadvantaged Business Enterprises***

DBEs must perform work or supply materials as listed in the Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* form, included in the Bid.

Do not terminate or substitute a listed DBE for convenience and perform the work with your own forces or obtain materials from other sources without authorization from the Agency.

The Agency authorizes a request to use other forces or sources of materials if it shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.

2. You stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials.
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. Agency determines other documented good cause.

Notify the original DBE of your intent to use other forces or material sources and provide the reasons. Provide the DBE with 5 days to respond to your notice and advise you and the Agency of the reasons why the use of other forces or sources of materials should not occur. Your request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph
2. Notices from you to the DBE regarding the request
3. Notices from the DBEs to you regarding the request

If a listed DBE is terminated or substituted, you must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet the DBE goal.

The substitute DBE must be certified as a DBE at the time of request for substitution.

Unless the Agency authorizes (1) a request to use other forces or sources of materials or (2) a good faith effort for a substitution of a terminated DBE, the Agency does not pay for work listed on the Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* form unless it is performed or supplied by the listed DBE or an authorized substitute.

2. **BID OPENING** The Agency publicly opens and reads bids at the time and place shown on the *Notice to Bidders*.

3. **BID RIGGING** The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is

(800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous.. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

4. **CONTRACT AWARD** If the Agency awards the contract, the award is made to the lowest responsible bidder.

5. **CONTRACTOR LICENSE**

The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code § 10164).

6. **CHANGED CONDITIONS**

*a. Differing Site Conditions*

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work. (This provision may be omitted by the Local Agency, at their option.)

*b. Suspensions of Work Ordered by the Engineer*

*1.* If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

*2.* Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.

*3.* No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.

*4.* No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

*c. Significant Changes in the Character of Work*

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
   - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
   - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

## 7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall begin work within 15 calendar days after the contract has been approved by the attorney appointed and authorized to represent the City of **San Fernando**.

This work shall be diligently prosecuted to completion before the expiration of **10** WORKING DAYS beginning on the fifteenth calendar day after approval of the contract.

The Contractor shall pay to the City of **San Fernando** the sum of **$900** per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

## 8. BUY AMERICA

**Furnish steel and iron materials to be incorporated into the work with certificates of compliance. Steel and iron materials must be produced in the U.S. except:**

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or $2,500, materials produced outside the U.S. may be used.

Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition;

2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials.

## 9. QUALITY ASSURANCE

The Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract.

You may examine the records and reports of tests the Agency performs if they are available at the job site.

Schedule work to allow time for QAP.

## 10. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

(The local agency must include one of the following three provisions to ensure prompt and full payment of any retainage from the prime contractor, or subcontractor, to a subcontractor. Remove or strike out the methods not used.)

(EITHER)

No retainage will be withheld by the agency from progress payments due the prime contractor. Retainage by the prime contractor or subcontractors is prohibited and no retainage will be held by the prime contractor from progress due subcontractors. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor or deficient subcontract performance, or noncompliance by a subcontractor.

(OR)

No retainage will be held by the agency from progress payments due the prime contractor. Any retainage held by the prime contractors or subcontractors from progress payments due subcontractors shall be promptly paid in full to subcontractors within 30 days after the subcontractor's work is satisfactorily completed. Federal law (49CFR26.29) requires that any delay or postponement of payment over the 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

(OR)

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

## 11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS

(Excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS)

[The following 10 pages must be physically inserted into the contract without modification.]

FHWA-1273 -- Revised May 1, 2012

## REQUIRED CONTRACT PROVISIONS
## FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

### II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency

and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

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

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

**III. NONSEGREGATED FACILITIES**

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

**IV. DAVIS-BACON AND RELATED ACT PROVISIONS**

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

**1. Minimum wages**

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

**2. Withholding**

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

**3. Payrolls and basic records**

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee ( e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

**4. Apprentices and trainees**

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

## V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same

prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

**VI. SUBLETTING OR ASSIGNING THE CONTRACT**

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

**VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

**VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

## IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

## X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

### 1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

**2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

## 12. FEMALE AND MINORITY GOALS

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are goals for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed $10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

**MINORITY UTILIZATION GOALS**

| Economic Area | | Goal (Percent) |
|---|---|---|
| 174 | Redding CA:<br>Non-SMSA (Standard Metropolitan Statistical Area) Counties:<br>CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama | 6.8 |
| 175 | Eureka, CA<br>Non-SMSA Counties:<br>CA Del Norte; CA Humboldt; CA Trinity | 6.6 |
| 176 | San Francisco-Oakland-San Jose, CA:<br>SMSA Counties:<br>7120 Salinas-Seaside-Monterey, CA<br>CA Monterey<br>7360 San Francisco-Oakland<br>CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo<br>7400 San Jose, CA<br>CA Santa Clara, CA<br>7485 Santa Cruz, CA<br>CA Santa Cruz<br>7500 Santa Rosa<br>CA Sonoma<br>8720 Vallejo-Fairfield-Napa, CA<br>CA Napa; CA Solano<br>Non-SMSA Counties:<br>CA Lake; CA Mendocino; CA San Benito | <br><br>28.9<br><br>25.6<br><br><br>19.6<br><br>14.9<br><br>9.1<br><br>17.1<br><br>23.2 |
| 177 | Sacramento, CA:<br>SMSA Counties:<br>6920 Sacramento, CA<br>CA Placer; CA Sacramento; CA Yolo<br>Non-SMSA Counties<br>CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba | <br><br>16.1<br><br>14.3 |
| 178 | Stockton-Modesto, CA:<br>SMSA Counties:<br>5170 Modesto, CA<br>CA Stanislaus<br>8120 Stockton, CA<br>CA San Joaquin<br>Non-SMSA Counties<br>CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne | <br><br>12.3<br><br>24.3<br><br>19.8 |

| | | |
|---|---|---|
| 179 | Fresno-Bakersfield, CA<br>SMSA Counties:<br>0680 Bakersfield, CA<br>CA Kern<br>2840 Fresno, CA<br>CA Fresno<br>Non-SMSA Counties:<br>CA Kings; CA Madera; CA Tulare | <br><br>19.1<br><br>26.1<br><br>23.6 |
| 180 | Los Angeles, CA:<br>SMSA Counties:<br>0360 Anaheim-Santa Ana-Garden Grove, CA<br>CA Orange<br>4480 Los Angeles-Long Beach, CA<br>CA Los Angeles<br>6000 Oxnard-Simi Valley-Ventura, CA<br>CA Ventura<br>6780 Riverside-San Bernardino-Ontario, CA<br>CA Riverside; CA San Bernardino<br>7480 Santa Barbara-Santa Maria-Lompoc, CA<br>CA Santa Barbara<br>Non-SMSA Counties<br>CA Inyo; CA Mono; CA San Luis Obispo | <br><br>11.9<br><br>28.3<br><br>21.5<br><br>19.0<br><br>19.7<br><br>24.6 |
| 181 | San Diego, CA:<br>SMSA Counties<br>7320 San Diego, CA<br>CA San Diego<br>Non-SMSA Counties<br>CA Imperial | <br><br>16.9<br><br>18.2 |

For each July during which work is performed under the contract, you and each non material-supplier subcontractor with a subcontract of $10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

## 13. FEDERAL TRAINEE PROGRAM

For the Federal training program, the number of trainees or apprentices is **0**.

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of your equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

You have primary responsibility for meeting this training requirement.

If you subcontract a contract part, determine how many trainees or apprentices are to be trained by the subcontractor.

Include these training requirements in your subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of your needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, submit notification of:

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

Obtain the Agency's approval for this submitted information before you start work. The Agency credits you for each apprentice or trainee you employ on the work who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeymen status. Make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area. Show that you have made the efforts. In making these efforts, do not discriminate against any applicant for training.

Do not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

Ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. Your records must show the employee's answers to the questions.

In your training program, establish the minimum length and training type for each classification. The Agency and FHWA approve a program if one of the following is met:

1. It is calculated to:
   - Meet the your equal employment opportunity responsibilities
   - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

Obtain the State's approval for your training program before you start work involving the classification covered by the program.

Provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The Agency reimburses you 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and you do at least one of the following:
   - Contribute to the cost of the training
   - Provide the instruction to the apprentice or trainee
   - Pay the apprentice's or trainee's wages during the off-site training period

3. If you comply with this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

Furnish the apprentice or trainee:

1. Copy of the program you will comply with in providing the training
2. Certification showing the type and length of training satisfactorily completed

## 14. TITLE VI ASSURANCES

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

(1) Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

(2) Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

### *15. USE OF UNITED STATES-FLAG VESSELS*

The CONTRACTOR agrees-

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carries, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
2. To Furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

**MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION**

*(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THIS CERTIFICATION, WHICH IS A PART OF THIS PROPOSAL.)*

## EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder ☐ / proposed subcontractor ☐ hereby certifies that he has ____ / has not ____ participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filling requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

*(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THIS CERTIFICATION, WHICH IS A PART OF THIS PROPOSAL.)*

## DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded, or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: Providing false information may result in criminal prosecution or administrative sanctions.

*(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THIS CERTIFICATION, WHICH IS A PART OF THIS PROPOSAL.)*

## NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

# DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

| 1. Type of Federal Action: | 2. Status of Federal Action: | 3. Report Type: |
|---|---|---|
| ☐ a. contract<br>b. grant<br>c. cooperative agreement<br>d. loan<br>e. loan guarantee<br>f. loan insurance | ☐ a. bid/offer/application<br>b. initial award<br>c. post-award | ☐ a. initial<br>b. material change<br>**For Material Change Only:**<br>year _____ quarter _____<br>date of last report _____ |

| 4. Name and Address of Reporting Entity | 5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: |
|---|---|
| ☐ Prime ☐ Subawardee<br>Tier _____, *if known*<br>**Congressional District**, *if known:* | **Congressional District**, *if known:* |
| **6. Federal Department/Agency:** | **7. Federal Program Name/Description:**<br>**CFDA Number**, *if applicable* |
| **8. Federal Action Number**, *if known:* | **9. Award Amount**, *if known:*<br>$ |
| **10. a. Name and Address of Lobbying Registrant** *(If individual, last name, first name, MI)*: | **b. Individuals Performing Services** *(including address if different from No. 10a) (last name, first name, MI)*: |
| *(attach Continuation Sheet(s) if necessary)* | |
| **11. Amount of Payment (check all that apply)**<br>$ ☐ actual ☐ planned | **13. Type of Payment (check all that apply)**<br>☐ a. retainer<br>☐ b. one-time fee<br>☐ c. commission<br>☐ d. contingent fee<br>☐ e deferred<br>☐ f. other, specify |
| **12. Form of Payment (check all that apply):**<br>☐ a. cash<br>☐ b. in-kind; specify: nature<br>Value | |
| **14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:**<br>*(attach Continuation Sheet(s) if necessary)* | |
| **15. Continuation Sheet(s) attached:** Yes ☐ No ☐ | |
| **16.** Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. | Signature: _____<br>Print Name: _____<br>Title: _____<br>Telephone No.: _____ Date: _____ |
| **Federal Use Only:** | Authorized for Local Reproduction<br>Standard Form – LLL |

# INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, *e.g.*, the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, sub-grants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee," then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known (*e.g.*, Department of Transportation, United States Coast Guard).
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (*e.g.*, Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, *e.g.*, "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

# EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: San Fernando 2. Contract DBE Goal: 7%

3. Project Description: Pedestrian Head Replacement Project

4. Project Location: Various Locations Citywide, City of San Fernando

5. Bidder's Name: _____ 6. Prime Certified DBE: ☐ 7. Bid Amount: _____

8. Total Dollar Amount for **ALL** Subcontractors: _____ 9. Total Number of **ALL** Subcontractors: _____

| 10. Bid Item Number | 11. Description of Work, Service, or Materials Supplied | 12. DBE Certification Number | 13. DBE Contact Information (Must be certified on the date bids are opened) | 14. DBE Dollar Amount |
|---|---|---|---|---|
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**Local Agency to Complete this Section**

21. Local Agency Contract Number: _____

22. Federal-Aid Project Number: _____

23. Bid Opening Date: _____

24. Contract Award Date: _____

Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.

25. Local Agency Representative's Signature _____ 26. Date _____

27. Local Agency Representative's Name _____ 28. Phone _____

29. Local Agency Representative's Title _____

**15. TOTAL CLAIMED DBE PARTICIPATION** $ _____ %

IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.

16. Preparer's Signature _____ 17. Date _____

18. Preparer's Name _____ 19. Phone _____

20. Preparer's Title _____

DISTRIBUTION: 1. Original – Local Agency
2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract. Include additional copy with award package.

**ADA Notice:** For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

## INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT

CONTRACTOR SECTION

**1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
**2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
**3. Project Location** - Enter the project location as it appears on the project advertisement.
**4. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
**5. Bidder's Name** - Enter the contractor's firm name.
**6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
**7. Bid Amount** - Enter the total contract bid dollar amount for the prime contractor.
**8. Total Dollar Amount for ALL Subcontractors** – Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
**9. Total number of ALL subcontractors** – Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
**10. Bid Item Number** - Enter bid item number for work, services, or materials supplied to be provided.
**11. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
**12. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
**13. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor's name and phone number, if the prime is a DBE.
**14. DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
**15. Total Claimed DBE Participation** - $: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
**16. Preparer's Signature** - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
**17. Date** - Enter the date the DBE commitment form is signed by the contractor's preparer.
**18. Preparer's Name** - Enter the name of the person preparing and signing the contractor's DBE commitment form.
**19. Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
**20. Preparer's Title** - Enter the position/title of the person signing the contractor's DBE commitment form.

LOCAL AGENCY SECTION

**21. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
**22. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
**23. Bid Opening Date** - Enter the date contract bids were opened.
**24. Contract Award Date** - Enter the date the contract was executed.
**25. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
**26. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
**27. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.
**28. Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
**29. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.

# DBE INFORMATION - GOOD FAITH EFFORTS

Federal-aid Project No. **HSIP-5202(017)** Bid Opening Date

The City of **San Fernando** established a Disadvantaged Business Enterprise (DBE) goal of **7%** for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Local Agency Bidder DBE Commitment" form indicates that the bidder has met the DBE goal. This will protect the bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the "Local Agency Bidder DBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions:

A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

| Publications | Dates of Advertisement |
|---|---|
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B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

| Names of DBEs Solicited | Date of Initial Solicitation | Follow Up Methods and Dates |
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C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

| Items of Work | Bidder Normally Performs Item (Y/N) | Breakdown of Items | Amount ($) | Percentage Of Contract |
|---|---|---|---|---|
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D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

| Name of Agency/Organization | Method/Date of Contact | Results |
|---|---|---|

H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

**NOTE**: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

# MONTHLY DBE TRUCKING VERIFICATION

CP-CEM 2404(F) (NEW 12/1999)

| CONTRACT NO. | | | MONTH | | | | YEAR |
|---|---|---|---|---|---|---|---|
| Truck Owner | DBE Cert No. | Company Name and Address | Truck No. | California Hwy Patrol CA No. | Commission or Amount Paid | Date Paid | Lease Arrangement (✓ if applicable) |
| | | | | | $ | | Lease Agreement ☐ with Non-DBE ☐ with DBE ☐ |
| | | | | | $ | | Lease Agreement ☐ with Non-DBE ☐ with DBE ☐ |
| | | | | | $ | | Lease Agreement ☐ with Non-DBE ☐ with DBE ☐ |
| | | | | | $ | | Lease Agreement ☐ with Non-DBE ☐ with DBE ☐ |
| | | | | | $ | | Lease Agreement ☐ with Non-DBE ☐ with DBE ☐ |
| | | | | | $ | | Lease Agreement ☐ with Non-DBE ☐ with DBE ☐ |
| | | | | | $ | | Lease Agreement ☐ with Non-DBE ☐ with DBE ☐ |
| | | | | | $ | | Lease Agreement ☐ with Non-DBE ☐ with DBE ☐ |
| | | | | | $ | | Lease Agreement ☐ with Non-DBE ☐ with DBE ☐ |
| | | | | | $ | | Lease Agreement ☐ with Non-DBE ☐ with DBE ☐ |
| | | | | | $ | | Lease Agreement ☐ with Non-DBE ☐ with DBE ☐ |
| | | | | | $ | | Lease Agreement ☐ with Non-DBE ☐ with DBE ☐ |
| | | | | TOTAL AMOUNT PAID | $ | | |

| PRIME CONTRACTOR | BUSINESS ADDRESS | BUSINESS PHONE NUMBER |
|---|---|---|
| | | |

**Upon request, all Lease Agreements shall be made available, in accordance with the Special Provisions.*

**I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT.**

| CONTRACTOR REPRESENTATIVE'S SIGNATURE | TITLE | DATE |
|---|---|---|
| | | |

CEM-2404F (NEW 12/99)

COPY DISTRIBUTION: ORIGINAL – RESIDENT ENGINEER



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STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
**MONTHLY DBE TRUCKING VERIFICATION**
CP-CEM 2404(F) (NEW 12/1999)

The top of Form CEM-2404(F) contains boxes to put in the Contract Number, the Month of the reporting period, and the Year of the reporting period.

Form CEM-2404(F) has a column to enter the name of the Truck Owner, the DBE Cert. No. (if DBE certified), and the Name and Address of the trucking company. Form CEM-2404(F) also requires the Truck No. and the California Highway Patrol CA No.

Form CEM-2404(F) is to be submitted prior to the 15th of each month and must show the dollar amount paid to the DBE trucking company/companies for work performed by DBE certified trucks and for any fees or commissions of non-DBE trucks utilized each month on the project. The amount paid to each trucking company is to be entered in the column called "Commission or Amount Paid," in accordance with the following:

1. 100% for the trucking services provided by the DBE using trucks it owns, operates, and insures.
2. 100% for the trucking services provided by trucks leased from other DBE firms.
3. The fee or commission paid on non-DBEs for the lease of trucks. The prime does not receive 100% credit for these services because they are not provided by a DBE company.

The total dollar figure of this column is to be placed in the box labeled "Total Amount Paid." The column "Date Paid" requires the date that each trucking company is paid for services rendered. The next column contains information that must be completed if a lease arrangement is applicable.

At the bottom of Form CEM 2404(F) is a space to put the name of the Prime Contractor, its Business Address, and its Business Phone No.

At the bottom of the form is a space for the Contractor or designee ("Contractor Representative") Signature, Title, and Date, certifying that the information provided on the form is complete and correct.

# EXHIBIT 17-F FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

| 1. Local Agency Contract Number | 2. Federal-Aid Project Number | 3. Local Agency | 4. Contract Completion Date |
|---|---|---|---|
| 5. Contractor/Consultant | 6. Business Address | 7. Final Contract Amount | |

| 8. Contract Item Number | 9. Description of Work, Service, or Materials Supplied | 10. Company Name and Business Address | 11. DBE Certification Number | 12. Contract Payments | | 13. Date Work Completed | 14. Date of Final Payment |
|---|---|---|---|---|---|---|---|
| | | | | Non-DBE | DBE | | |
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| 15. ORIGINAL DBE COMMITMENT AMOUNT $ | | | 16. TOTAL | | | | |

List all first-tier subcontractors/subconsultants and DBEs regardless of tier whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at the time of award, provide comments on an additional page. List actual amount paid to each entity. If no subcontractors/subconsultants were used on the contract, indicate on the form.

| I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT | | | |
|---|---|---|---|
| 17. Contractor/Consultant Representative's Signature | 18. Contractor/Consultant Representative's Name | 19. Phone | 20. Date |
| **I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED** | | | |
| 21. Local Agency Representative's Signature | 22. Local Agency Representative's Name | 23. Phone | 24. Date |

DISTRIBUTION: Original – Local Agency, Copy – Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

**ADA NOTICE:** For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, Local Assistance Procedures Manual TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.



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# INSTRUCTIONS – FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

**1. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
**2. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
**3. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
**4. Contract Completion Date** - Enter the date the contract was completed.
**5. Contractor/Consultant -** Enter the contractor/consultant's firm name.
**6. Business Address -** Enter the contractor/consultant's business address.
**7. Final Contract Amount** - Enter the total final amount for the contract.
**8. Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
**9. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials provided. Indicate all work to be performed by DBEs including work performed by the prime contractor/consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
**10. Company Name and Business Address** - Enter the name, address, and phone number of all subcontracted contractors/consultants. Also, enter the prime contractor/consultant's name and phone number, if the prime is a DBE.
**11. DBE Certification Number** - Enter the DBE's Certification Identification Number. Leave blank if subcontractor is not a DBE.
**12. Contract Payments** - Enter the subcontracted dollar amount of the work performed or service provided. Include the prime contractor/consultant if the prime is a DBE. The Non-DBE column is used to enter the dollar value of work performed by firms that are not certified DBE or for work after a DBE becomes decertified.
**13. Date Work Completed** - Enter the date the subcontractor/subconsultant's item work was completed.
**14. Date of Final Payment** - Enter the date when the prime contractor/consultant made the final payment to the subcontractor/subconsultant for the portion of work listed as being completed.
**15. Original DBE Commitment Amount** - Enter the "Total Claimed DBE Participation Dollars" from Exhibits 15-G or 10-O2 for the contract.
**16. Total** - Enter the sum of the "Contract Payments" Non-DBE and DBE columns.
**17. Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
**18. Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
**19. Phone** - Enter the area code and telephone number of the person signing the form.
**20. Date** - Enter the date the form is signed by the contractor's preparer.
**21. Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
**22. Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
**23. Phone** - Enter the area code and telephone number of the person signing the form.
**24. Date** - Enter the date the form is signed by the Local Agency Representative.

# EXHIBIT 17-O DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE

| 1. Local Agency Contract Number | 2. Federal-Aid Project Number | 3. Local Agency | 4. Contract Completion Date |
|---|---|---|---|
| 5. Contractor/Consultant | 6. Business Address | | 7. Final Contract Amount |

| 8. Contract Item Number | 9. DBE Contact Information | 10. DBE Certification Number | 11. Amount Paid While Certified | 12. Certification/ Decertification Date (Letter Attached) | 13. Comments |
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If there were no changes in the DBE certification of subcontractors/subconsultants, indicate on the form.

| I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT | | | |
|---|---|---|---|
| 14. Contractor/Consultant Representative's Signature | 15. Contractor/Consultant Representative's Name | 16. Phone | 17. Date |
| **I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED** | | | |
| 18. Local Agency Representative's Signature | 19. Local Agency Representative's Name | 20. Phone | 21. Date |

DISTRIBUTION: Original – Local Agency, Copy – Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

**ADA NOTICE:** For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, Local Assistance Procedures Manual TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.



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## INSTRUCTIONS –DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE

**1. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
**2. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
**3. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
**4. Contract Completion Date** - Enter the date the contract was completed.
**5. Contractor/Consultant -** Enter the contractor/consultant's firm name.
**6. Business Address -** Enter the contractor/consultant's business address.
**7. Final Contract Amount** - Enter the total final amount for the contract.
**8. Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
**9. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors/consultants.
**10. DBE Certification Number** - Enter the DBE's Certification Identification Number.
**11. Amount Paid While Certified** - Enter the actual dollar value of the work performed by those subcontractors/subconsultants during the time period they are certified as a DBE.
**12. Certification/Decertification Date (Letter Attached)** - Enter either the date of the Decertification Letter sent out by the Office of Business and Economic Opportunity (OBEO) or the date of the Certification Certificate mailed out by OBEO.
**13. Comments** - If needed, provide any additional information in this section regarding any of the above certification status changes.
**14. Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
**15. Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
**16. Phone** - Enter the area code and telephone number of the person signing the form.
**17. Date** - Enter the date the form is signed by the contractor's preparer.
**18. Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
**19. Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
**20. Phone** - Enter the area code and telephone number of the person signing the form.
**21. Date** - Enter the date the form is signed by the Local Agency Representative.

# CITY OF SAN FERNANDO
# BIDDER INFORMATION SHEET

Project/Contract No.: **HSIP-5202(017)** Bid Opening Date: _____

Project Title: **Pedestrian Head Replacement Project**

DBE Goal for Contract (if any): **7%**

The following information is requested for all contractors who provide a bid, proposal, or quote, or who are contacted by the proposed prime contractor. This information should be submitted with your bid, proposal, or quote. If you are the apparent low bidder (or the second or third low bidder), the information should be submitted within four business days of the bid opening date. *Information provided will be held in confidence.*

Firm Name: _____

Address: _____

Telephone: _____ Facsimile: _____

Contractor's License No.: _____ DIR Reg. No.: _____

Is the firm currently certified as a DBE? ☐ Yes ☐ No DBE Certification No.: _____

Certification Status:

☐ Black American
☐ Native American
☐ Hispanic American
☐ Asian-Pacific Islander
☐ Woman
☐ Sub-continent Asian American

Contract items or description of work: _____

_____

_____

Dollar Amount of items bid on (this contract): _____

Gross Annual Receipts (last year):*

☐ Less than $1 million
☐ $1million - $5 million
☐ $5 million - $10 million
☐ $10 million-$15 million
☐ Over $15 million

Number of Years in Business: _____

***(Please duplicate this form and provide information on all bidders.)***

THE CITY OF SAN FERNANDO THANKS YOU FOR YOUR ASSISTANCE.

**This information is requested pursuant to Federal law.*

# GENERAL PROVISIONS

## PART I

The documents that control construction, work performed, and materials furnished hereunder are the Contract Documents. The Contract Documents include the Notice Inviting Bids, Contractor's Proposal, Contract/Agreement, Bonds, Specifications, and the documents in the Appendix, if any, all of which are hereby incorporated and made a part of these Contract Documents. The Specifications include the Standard Specifications, these Special Provisions which supplement or modify the Standard Specifications, Plans, Standard Plans, and the Technical Specifications.

The Standard Specifications is the latest edition of the Standard Specifications for Public Works Construction, including supplements, written and promulgated by the Southern California Chapter of the American Public Works Association and the Southern California Districts of the Associated General Contractors of California, and the American Water Works Association (AWWA) Standards.

In case of conflict between documents, the precedence of documents shall follow Subsection 2-5.2 of the Standard Specifications, except that the Technical Provisions precede the Special Provisions. However, for any other precedence of documents, the Technical Provisions shall be considered part of the Special Provisions.

For the convenience of the Contractor, the section and subsection numbering system used in these Special Provisions corresponds to that used in the Standard Specifications.

### SECTION 1 - TERMS, DEFINITIONS, ABBREVIATIONS, AND SYMBOLS

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

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

### SECTION 2 - SCOPE AND CONTROL OF THE WORK

Subsection 2-1 Award and Execution of the Contract
Add the following to the provisions of Subsection 2-1, "Award and Execution of the Contract":
By mutual consent in writing of the parties' signatory to the contract, alterations or deviations, increase or decreases, additions or omissions, in the plans and specifications may be made and the same shall in no way affect or make void the contract.

Subsection 2-4 Contract Bonds

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

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

Subsection 2-5 Plans and Specifications
Add the following to the provisions of Subsection 2-5, "Plans and Specifications":

All authorized alterations affecting the requirements and information given in these specifications shall be in writing. No changes shall be made after the same has been approved by the Engineer, except by written direction of the Engineer. Should it appear that the work to be done, or any matter relative thereto is not sufficiently detailed or explained in these Specifications, Special Provisions, or Technical Provisions, the contractor shall apply to the Engineer for such further explanations as may be necessary and shall conform to such explanation or interpretation as part of the original specifications. In the event of doubt or questions relative to the true meaning of the specifications, reference shall be made to the City Council, whose decision thereon shall be final.

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

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

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

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

SECTION 3 - CHANGES IN WORK

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

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

Subsection 3-5 Disputed Work

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

A. In accordance with Public Contract Code Section 20104, and for the purposes of Paragraphs B only, the term "Defined Claim" shall mean a separate demand by the Contractor to the Owner of a value of $375,000 or less, for any of the following: (a) a time extension, (b) payment of money or damages arising from work done by the Contractor pursuant to the Contract Documents and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (c) an amount of payment which is disputed by the Owner.

B. RESOLUTION OF DEFINED CLAIMS Pursuant to Sections 20104 et seq., of the Public Contracts Code, the provisions of this Paragraph B shall apply to all "Defined Claims," as such term is defined in Paragraph A (i.e., claims that are in the amount of $375,000 or less).

Filing and Response to Defined Claim

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

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

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

Meet and Confer Regarding Defined Claim

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

Procedures for Civil Actions Filed to Resolve Defined Claims
The following procedures shall apply to any civil action filed pursuant to this Paragraph B:

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

Judicial Arbitration If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Section 1141.10, et seq., of the Code of Civil Procedure, notwithstanding Code of Civil Procedure Section 1141.11. The civil discovery procedures of Code of Civil Procedure Section 2016, et seq., shall apply, consistent with the rules pertaining to judicial arbitration. In addition to the provisions of Code of Civil Procedure Section 1141.10, et seq., (a) arbitrators shall, upon stipulation of the parties, be experienced in construction law, and (b) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees, also pay the attorneys fees on appeal of the other party.

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

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

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

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

Arbitration
Except as provided to the contrary herein, arbitration of any claim other than a Defined Claim may be initiated by the Contractor and shall be conducted in accordance with the provisions of

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

## SECTION 4 - CONTROL OF MATERIALS

### Subsection 4-1.3 Inspection Requirements

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

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

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

## SECTION 5 - UTILITIES

<Reserved>

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

### Subsection 6-1 Construction Schedule and Commencement of Work

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

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

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

### Subsection 6-6 Delays and Extensions of Time

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

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

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

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

- New Year's Day
- Martin Luther King Day
- Washington's Birthday
- Cesar Chavez's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day & day after
- Christmas

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

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

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

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

It is further agreed that in case the work called for under the contract is not finished and completed in all parts and requirements within the time specified, the City Council shall have the right to extend the time for completion or not, as may seem best to serve the interest of the City; and if it decides to extend the time limit for the completion of the contract, it shall further have the right to charge to the Contract, his heirs, assigns or sureties; and to deduct from the final payment for the work, all or any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the contract, and which accrue during the

period of such extension, except that the cost of final surveys and preparation of final estimates shall not be included in such charges.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

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

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

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

1. When unemployment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days prior to the request for certificate, or

2. When the number of apprentices in training in the area exceeds a ratio of one to five, or

3. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis statewide or locally, or

4. When the contractor provides evidence that he employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

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

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

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

Subsection 7-2.4 Hours of Labor
Add the following to the provisions of Subsection 7-2.4, "Hours of Labor":

Eight hours constitutes a legal days' work. The contractor shall forfeit, as a penalty to the City of San Fernando, $50.00 for each workman employed in the execution of the contract by the contractor is required or permitted to work more than eight hours in any one calendar day and 40

hours in any one calendar week in violation of the provisions of the Labor Code, and in particular, Sections 1810 to 1815, thereof, inclusive, except that work performed by employees of contractors in excess of eight hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight hours per day at not less than one-and-one-half times the basic rate of pay as provided in said Section 1815.

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

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

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

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

By appropriate endorsement, such policies of insurance required shall name the City of San Fernando as additionally insured with the Contractor with respect to the construction project described in these specifications and shall provide that such insurance coverage shall not be canceled or reduced without thirty (30) days prior written notice to the City of San Fernando. Said endorsement shall be a separate document. Certificates of the insurance carried evidencing such insurance coverage shall be delivered to the City of San Fernando concurrently with the execution of the contract by the Contractor.

Subsection 7-5 Permits
Add the following to the provisions of Subsection 7-5, "Permits":
The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work

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

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any

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

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

Subsection 7-8.1 General
Add the following to the provisions of Subsection 7-8.1, "General":

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

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

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

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

In the event that the Contractor fails to adequately provide for the public safety during the course of construction under this contract, and the City is required to provide for said public safety, the Contractor shall pay the City the cost of each service call, which will include all direct labor and material costs including fringe benefits, overhead, and applicable rental rates for the various pieces of equipment. Any and all costs incurred by the City as a result of the failure of the Contractor to provide for the public safety will be deducted from the amount due to the Contractor for the work done under this contract.

Subsection 7-10.1.1 General
Add the following to the provisions of Subsection 7-10.1.1, "General":

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

Subsection 7-10.2.2 Traffic Control Plan (TCP)
Add the following to the provisions of Subsection 7-10.2.2, "Traffic Control Plan (TCP)":

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

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

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

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

SECTION 9 - MEASUREMENT AND PAYMENT

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

Full compensation for furnishing all labor, materials, tools and equipment, and doing all the work involved in providing traffic control shall be included in other items of work and no additional compensation will be allowed therefor.

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

The Contractor further agrees that the payment of the final amount due under the contract, and the adjustment and payment for any work done in accordance with any alterations of the same, shall release the City of San Fernando, City Council, and the Engineer from any and all claims of liability on account of work performed under the contract or any alteration thereof.

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

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

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

# SPECIAL PROVISIONS

# PART II

# CONSTRUCTION MATERIALS

<Reserved>

# SPECIAL PROVISIONS

# PART III

# CONSTRUCTION METHODS

<Reserved>

# SPECIAL PROVISIONS

# PART IV

# WATER WORK SPECIFICATIONS

<Reserved>

# SPECIAL PROVISIONS

## PART V

## ELECTRICAL SYSTEMS

All equipment, materials, and components for traffic signal equipment shall conform to the 2010 Caltrans Standard Plans and Standard Specifications, Section 86, "Signals, Lighting, and Electrical Systems," except as noted in the Special Provisions and on the Plans. These Plans and Specifications are hereinafter referred to as State Standard Plans and State Standard Specifications. Copies of these documents are available from the Caltrans, District 7 office at 100 South Main Street, Los Angeles, California 90012 or from Caltrans, 6002 Folsom Boulevard, Sacramento, California 95819, (916) 445-3520.

86-4 TRAFFIC SIGNAL FACES AND FITTINGS

86-4.03I Light Emitting Diode Pedestrian Signal Modules. Pedestrian signal face type shall be Dialight LED countdown pedestrian heads or approved equal. Mountings and housings (McCain product or approved equal) shall be per Caltrans plans and specifications. LED pedestrian signal modules shall be in accordance with the following City specification:

**1. Description.**

This policy describes the City of San Fernando's specifications for light emitting diode (LED) countdown pedestrian signal modules. For areas not covered in this specification, sound practice of current industry standards shall apply.

Countdown pedestrian signals are a special type of pedestrian signal that provide a visual countdown in addition to the commonly seen "UPRAISED HAND" and "WALKING PERSON" indications. The signals provide a numeric display, in seconds, of the remaining time pedestrians have to finish crossing the street during the pedestrian change interval. The pedestrian change interval is the interval during which the flashing UPRAISED HAND signal indication is displayed.

**Contractor shall be responsible to verify all locations where new mountings are to be installed. Prior to material submittal and purchase, Contractor shall field verify the orientation of the existing mounting to be replaced. New mounting shall match existing mounting.**

**2. Product Design and Operation Requirements.**

**2.1 Design and Operation.**

**2.1.1** In addition to the following provisions, the design and operation of LED countdown pedestrian signals shall meet the requirements set forth in the March 19, 2004 Institute of Transportation Engineers (ITE) Standard for "Pedestrian Traffic Control Signal Indications- Part 2: Light Emitting

Diode (LED) Pedestrian Traffic Signal Modules," and all applicable portions of Chapter 4E ("Pedestrian Control Features") of the 2003 Manual on Uniform Traffic Control Devices (MUTCD). Independent laboratory test results as required for verification.

**2.1.2** The LED countdown pedestrian signal module shall consist of a double overlay or side-by-side message capable of displaying the symbols of a filled UPRAISED HAND (symbolizing DON'T WALK) and a filled WALKING PERSON (symbolizing WALK), and a countdown timer consisting of two (2), 7-segment digits constructed of LEOs.

**2.1.3** The LED countdown pedestrian signal module's numeric display can be either integral to, or separate from, the LED countdown pedestrian signal. If the LED countdown pedestrian signal's numeric display is a separate component, the message display unit and the LED countdown numeric display unit must be approved as one system.

**2.1.4** The UPRAISED HAND and WALKING PERSON symbols shall be solid figures.

## 2.2 Countdown Timer Module.

**2.2.1** The LED countdown pedestrian signal display shall be discontinued and go dark immediately if the pedestrian change interval is interrupted or shortened as part of a transition into a preemption sequence.

**2.2.2** The LED countdown pedestrian signal shall be equipped with a screen, visor, or other device to eliminate all phantom conditions.

**2.2.3** Visors shall be furnished if the LED countdown pedestrian signal display will be visible to motorists stopped at a red traffic signal indication facing perpendicular to the display of the LED countdown pedestrian signal.

**2.2.4** The LED countdown pedestrian signal timer shall monitor the pedestrian change intervals and automatically adjust for any changes made at the controller.

**2.2.5** The LED countdown timer module shall have an internal conflict monitor to prevent any possible conflicts between the UPRAISED HAND / WALKING PERSON signal indications and the time display. When the steady UPRAISED HAND is illuminated, it shall be impossible to display any number other than zero (0).

## 3. Minimal Useful Life.

Manufacturers shall warrant the equipment in accordance with the following provisions:

**3.1** An LED countdown pedestrian signal module shall be replaced or repaired by the manufacturer at no additional expense to the City if the module fails to perform to the requirements of this specification, or fails to function as intended due to workmanship or material defects, within the first 60 months from the date of installation and activation.

**3.2** The maintained minimum luminous intensity for the UPRAISED HAND and WALKING PERSON signal indications shall meet or exceed the illumination values listed in the March 19, 2004 ITE Standard for "Pedestrian Traffic Control Signal Indications- Part 2: Light Emitting Diode (LED) Pedestrian Traffic Signal Modules", Section 4 "Photometric Requirements", Subsection 4.1.1. LED countdown pedestrian signal modules that exhibit luminous intensities less than the minimums within the first 60 months from the date of installation and activation, shall be replaced or repaired by the manufacturer at no additional expense to the City of San Fernando.

## 4. Product Approval.

Manufacturers that wish to have their product reviewed for possible approval should request an application from the City of San Fernando.

Manufacturers of LED countdown pedestrian signal modules shall have an "Acknowledgement of Conditions" form signed by a responsible company official, notarized, and returned prior to the issuance of a "Certificate of Approval." A "Provisional or Sale Certificate of Approval" may then be issued by the City allowing the sale or use of the LED countdown pedestrian signal modules within the City. In addition, the equipment must perform acceptably under actual field conditions. If, at any time during its minimum useful life, the product does not perform to the satisfaction of the City while under actual field conditions, or does not conform to the requirements of this specification, the "Certificate of Approval" may be cancelled and the product will no longer be approved for sale to the City.

This policy regarding the City's specifications for LED countdown pedestrian signal modules does not displace sound engineering judgment during the review process.

# APPENDIX I

## PEDESTRIAN HEAD REPLACEMENT PER LOCATION

# PEDESTRIAN HEAD REPLACMENT PROJECT
# HSIPL-5202(017)
# LED COUNTDOWN PEDESTRIAN HEADS

| NO. | INTERSECTION | Quantity | |
|---|---|---|---|
| | | Retrofit Existing | Install New |
| 1 | Arroyo Ave at 8th St | 8 | 0 |
| 2 | Glenoaks Blvd at Arroyo Ave | 6 | 2 |
| 3 | Glenoaks Blvd at Griswold Ave | 8 | 0 |
| 4 | Glenoaks Blvd at Maclay Ave | 3 | 5 |
| 5 | Maclay Ave at 7th St | 3 | 5 |
| 6 | Maclay Ave at 8th St | 1 | 7 |
| 7 | Brand Blvd at 4th St | 7 | 1 |
| 8 | Brand Blvd at 3rd St | 8 | 0 |
| 9 | Brand Blvd at Truman St | 3 | 5 |
| 10 | Brand Blvd at San Fernando Road | 1 | 7* |
| 11 | Brand Blvd at Celis St | 0 | 8 |
| 12 | Brand Blvd at Pico St | 1 | 7 |
| 13 | Brand Blvd at Hollister St | 8 | 0 |
| 14 | Brand at Kewen St | 8 | 0 |
| 15 | Brand Blvd at Mott St | 8 | 0 |
| | **Total** | 73 | 40 |

Retrofit = Install new LED pedestrian module and z-crate screen into existing assembly.

Install New = Remove and Install new LED pedestrian assembly and mounting (SP-1-T)

* SP-2-T Mountings (Qty = 3)

# APPENDIX II

## STANDARD DRAWINGS

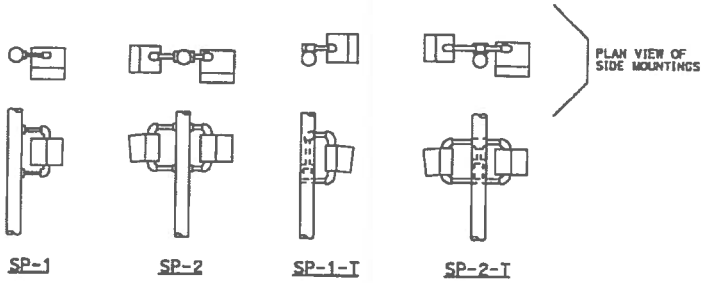
| Dist | COUNTY | ROUTE | POST MILES TOTAL PROJECT | SHEET NO. | TOTAL SHEETS |
|---|---|---|---|---|---|
| | | | | | |

REGISTERED ELECTRICAL ENGINEER

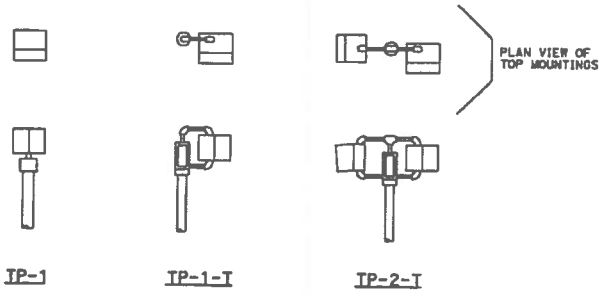
May 20, 2011
PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

REGISTERED PROFESSIONAL ENGINEER — Matthew S. Miller — Electrical — 6-30-12 — ELECTRICAL — STATE OF CALIFORNIA

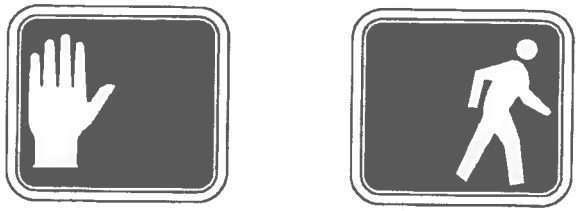



SIDE MOUNTINGS

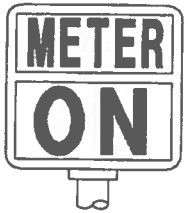



TOP MOUNTINGS

PEDESTRIAN SIGNALS AND MOUNTINGS
DETAIL A



PEDESTRIAN SIGNAL FACE
DETAIL B




"METER ON" SIGN
DETAIL C

NOTES:

1. Mounting shall be oriented to provide maximum horizontal clearance to adjacent roadway.
2. Bracket arms shall be long enough to permit proper alignment of signals.
3. See Standard Plan ES-4D for attachment fittings details.

ABBREVIATIONS:

| | |
|---|---|
| 1, 2 | NUMBER OF SIGNAL FACES |
| SP | SIDE MOUNTED PEDESTRIAN SIGNAL |
| T | TERMINAL COMPARTMENT |
| TP | TOP MOUNTED PEDESTRIAN SIGNAL |

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

# ELECTRICAL SYSTEMS (PEDESTRIAN SIGNAL AND RAMP METERING)

NO SCALE

ES-4B

2010 STANDARD PLAN ES-4B

444

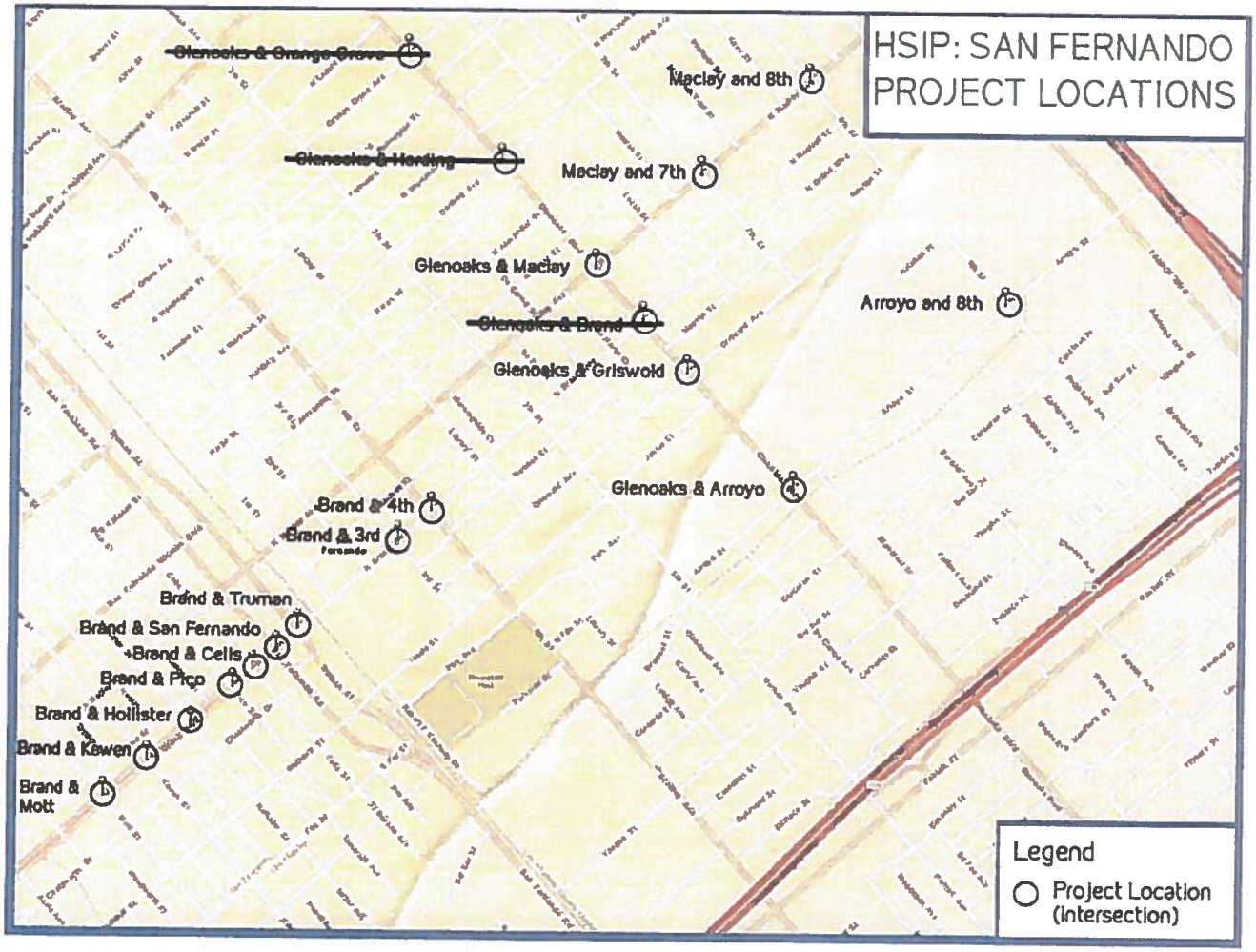
# APPENDIX III

VICINITY MAPS

# Project Location Map

# Pedestrian Countdown Signals

# Project Footprint Map




## Pedestrian Countdown Signals

THE CITY OF SAN FERNANDO

**ATTACHMENT "B"**
**CONTRACT NO. 1833**

# CONSTRUCTION CONTRACT/AGREEMENT

## TRAFFIC DEVELOPMENT SERVICES, INC.
## PEDESTRIAN HEAD REPLACEMENT PROJECT
## HSIP-5202(017)
## JOB NO. 7593

THIS AGREEMENT, made and entered into this 18th day of July, 2016, by and between CITY OF SAN FERNANDO, a municipal corporation of the State of California, hereinafter referred to as "CITY" and Traffic Development Services, Inc. "CONTRACTOR."

WITNESSETH:

That the CITY and the CONTRACTOR, for the consideration hereinafter named, mutually agree as follows:

1. The complete contract consists of the Contract Documents which includes all of the following documents incorporated herein by this reference: Approved **Pedestrian Head Replacement Project, HSIP-5212(017), Job No. 7593**, Notice Inviting Bids, Instructions to Bidders, Contractor's Proposal, Contract/Agreement, Special Provisions, Technical Provisions, and all modifications and amendments thereto.

2. CONTRACTOR shall perform everything required to be performed, shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the following work of improvement: **Pedestrian Head Replacement Project, HSIP-5212(017), Job No. 7593** (the "Work of Improvement") all in accordance with the Contract Documents and Contractor's Proposal dated June 30, 2016.

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

3. CITY agrees to pay and CONTRACTOR agrees to accept in full payment for this Work of Improvement the stipulated sum of FORTY –THREE THOUSAND EIGHT HUNDRED THIRTY-SIX DOLLARS AND NO CENTS ($43,836.00).

CITY agrees to make monthly payments and final payment in accordance with the method set forth in the Specifications.

4. CONTRACTOR agrees to commence construction of the Work of Improvement within ten (10) days after issuance of a Notice To Proceed, and to continue in a diligent and workman-like manner without interruption, and to complete the construction thereof within ten (10) working

days.

5. Time is of essence of this Contract, and it is agreed that it would be impracticable or extremely difficult to ascertain the extent of actual loss or damage which the CITY will sustain by reason of any delay in the performance of this Agreement. It is, therefore, agreed that CONTRACTOR will pay as liquidated damages to the CITY the following sum: Five Hundred Dollars ($500.00) for each day's delay beyond the time herein prescribed for finishing work. If liquidated damages are not paid, as designated by the CITY, the CITY may deduct the amount thereof from any money due or that may become due the CONTRACTOR under this Agreement in addition to any other remedy available to CITY. The CONTRACTOR shall not be assessed liquidated damages for any delay caused by the failure of a public utility to relocate or remove an existing utility required for the performance of this Contract.

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

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

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

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

IN WITNESS WHEREOF, the said CONTRACTOR and the CITY MANAGER and CITY CLERK of the CITY have caused the names of said parties to be affixed hereto, each in triplicate, the day and year first above written.

_____
CONTRACTOR

BY _____

_____
Title

BY _____

_____
Title

CITY OF SAN FERNANDO
A Municipal Corporation

_____
BRIAN SAEKI
CITY MANAGER

ATTEST:

_____
ELENA G. CHAVEZ
CITY CLERK

APPROVED AS TO FORM:

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

FHWA-1273 -- Revised May 1, 2012

**REQUIRED CONTRACT PROVISIONS**
**FEDERAL-AID CONSTRUCTION CONTRACTS**

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

**II. NONDISCRIMINATION**

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed

toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

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

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

**III. NONSEGREGATED FACILITIES**

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

**IV. DAVIS-BACON AND RELATED ACT PROVISIONS**

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size).

The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

**1. Minimum wages**

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

**2. Withholding**

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to

the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

**3. Payrolls and basic records**

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee ( e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

**4. Apprentices and trainees**

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less

than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages**. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

**VI. SUBLETTING OR ASSIGNING THE CONTRACT**

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

**VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

**VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

**IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

**X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material

representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

**2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred,"

"suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

# PERFORMANCE BOND

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

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

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

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

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals the _____day of _____, 2016, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by each party's undersigned representative, pursuant to authority of its governing body.

_____
(Principal)

ATTEST:

_____
(Address)

_____ _____
(By)

_____ _____
(Title)

_____
(Surety)

ATTEST:

_____
(Address)

_____ _____
(By)

_____ _____
(Title)

(To be filled in by Surety)

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

Total amount of premium charge is $_____.

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

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

_____

_____

_____

# PAYMENT (LABOR AND MATERIAL) BOND

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

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

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

The condition of this obligation is such that, if said Principal or his or its subcontractors, or the heirs, executors, administrators, successors or assigns thereof, shall fail to pay any of the persons named in Section 3181 of the Civil Code of the State of California for any materials, provisions, provender or other supplies used in, upon, for or about the performance of the work or labor performed by any such claimant or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, then said Surety will pay for the same, in the amount not exceeding the sum set forth hereinabove and also, in case suit is brought upon the bond, will pay a reasonable attorney's fee to be fixed by the court. This bond shall insure to the benefit of any and all persons named in the aforesaid Civil Code Section 3131 so as to give a right of action to them or their assigns in any suit brought upon the bond.

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

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals the _____day of _____, 2016, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by each party's undersigned representative, pursuant to authority of its governing body.

_____
(Principal)

ATTEST:

_____
(Address)

_____ _____
(By)

_____ _____
(Title)

_____
(Surety)

ATTEST:

_____
(Address)

_____ _____
(By)

_____ _____
(Title)

(To be filled in by Surety)

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

Total amount of premium charge is $_____.

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

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

_____

_____

_____

# WARRANTY PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that Traffic Development Services, Inc. as Principal, hereinafter called Contractor, and _____, licensed and domiciled in the state of California as Surety, hereinafter called Surety, are held and firmly bound unto CITY OF SAN FERNANDO as Obligee, hereinafter called Owner, in the amount of _____ _____($_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Traffic Development Services, Inc. as Contractor, has by written agreement dated , 2016, entered into a contract with Owner for _____ in accordance with Drawings and Specifications contained in a written and executed contract, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

WHEREAS, said contract provides that the Principal shall furnish a bond which shall remain in force for a period of **one** year after the date of the notice of completion and which shall be conditioned to guarantee against all defects in workmanship and materials which shall become apparent during said period.

NOW THEREFORE, the condition of this obligation is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notices of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

(1) Complete the Contract in accordance with its terms and conditions, or;

(2) Obtain a bid or bids for completing the Contract in accordance with it terms and conditions, and upon determination by Surety of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

The transaction of insurance as evidenced by this bond is agreed by all parties to have taken place in the State of California in conformance with the laws therein, the Surety hereby accepts jurisdiction for adjudication of all claims in the state wherein the claims have occurred.

This bond is for the protection of the owner and gives no protection to any claimant other than those provided for by statute in the state wherein the claim occurs. The owner hereby agrees that no payments shall be made in excess or advance of any work specifically performed under the contract without the express written consent of the Surety.

For claims regarding non-payment for services provided or materials supplied under the contract, a claimant is defined herein as one having a direct contract with the Principal and/or subcontractor of the Principal. No suit or action shall be commenced hereunder by any claimant unless claimant shall:

1. Notify the Surety of the direct contract with the Principal or Subcontractor of the Principal within 30 days of entering into such contract and;

2. Notify the Surety of any demands for payment under such direct contracts concurrently with the Principal and/or Subcontractor of the Principal and;

3. Notify the Surety by certified mail within 15 days of any payment not made when due, or within 30 days of demand.

As the purpose of this bond is to warrant work previously performed by the Principal in the contract specified herein, the Owner shall notify Surety immediately by certified mail upon demand for work to be performed under this bond.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals the ____day of _____, 2016, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by each party's undersigned representative, pursuant to authority of its governing body.

_____
(Principal)

ATTEST:

_____
(Address)

_____ _____
(By)

_____ _____
(Title)

_____
(Surety)

ATTEST:

_____
(Address)

_____ _____
(By)

_____ _____
(Title)

(To be filled in by Surety)

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

Total amount of premium charge is $_____.

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

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

_____

_____

# NOTICE OF INVITING BIDS
## Pedestrian Head Replacement Project, HSIPL-5202(017)
## Job No. 7593

SAN FERNANDO CITY HALL – 117 MACNEIL STREET, SAN FERNANDO, CA 91340

PROPOSAL DUE DATE: THURSDAY, JUNE 30, 2016 – 11:00 AM

| No. | Company Name | Address | Date and Time Received | Cost |
|---|---|---|---|---|
| 1 | Siemens | 2200 W. Orangewood Ave. Ste. 210<br>Orange, CA 92868 | 6/30/16 | $45,785.00 |
| 2 | Traffic Development Services, Inc. | 207 W. Los Angeles Ave., Ste. 252<br>Moorpark, CA 93021 | 6/30/16 | $43,836.00 |
| 3 | Taft Electric | 1694 Eastman Ave.<br>Ventura, CA 93003 | 6/30/16 | $52,574.68 |
| 4 | | | | |
| 5 | | | | |
| 6 | | | | |
| 7 | | | | |
| 8 | | | | |

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THE CITY OF SAN FERNANDO

# AGENDA REPORT

**To:** Mayor Robert C. Gonzales and Councilmembers

**From:** Brian Saeki, City Manager
By: Chris Marcarello, Deputy City Manager/Public Works Director

**Date:** July 18, 2016

**Subject:** Consideration to Award a Contract for 2016 Citywide Catch Basin Connector Pipe Screen Installation, Job No. 7594, Plan No. P-721

**RECOMMENDATION:**

It is recommended that the City Council:

a. Approve plans and specifications (Attachment "A") for the 2016 Citywide Catch Basin Connector Pipe Screen Installation, Job No. 7594, Plan No. P-721;

b. Accept the lowest responsive bid from United Storm Water, Inc. for construction of these improvements;

c. Authorize the City Manager to execute a Construction Contract with United Storm Water, Inc., (Attachment "B" - Contract No. 1831) for an amount not to exceed $51,620; and

d. Establish an amount of 20% of the contract amount ($10,324), as a contingency, to cover the cost of unforeseen construction expenses.

**BACKGROUND:**

As part of the City's Fiscal Year (FY) 2016-2017 Budget, the City Council approved a project titled "Stormwater/NPDES – Catch Basin Inserts", which involves the installation of catch basin pipe screen connector screens throughout the City. This includes 67 Los Angeles County Flood Control District (LACFCD)-owned catch basins and 52 City of San Fernando (City)-owned catch basins. Once installed, the City will be required to conduct ongoing maintenance and cleaning of the pipe connector screens and catch basins to ensure proper water flow into the storm drain system.

**ANALYSIS:**

*Project Details*
The project consists of retrofitting all existing City and Los Angeles County Flood Control District (LACFCD) catch basins within the city limits in order to comply with the Trash Total Maximum Daily Load (Trash TMDL) requirements established by the Los Angeles Regional Water Quality Control Board (Regional Board). On July 7, 2009 the Regional Board established a Trash TMDL requiring installation of full capture devices to achieve 100% reduction by October 31, 2016. This TMDL is aimed at reducing the amount of trash discharged into the LA River and its tributaries. In order to be compliant with the TMDL, all cities within the Los Angeles River Watershed must install full capture devices in their catch basins. A full capture device is one that collects all trash larger than 5mm and prevents its discharge into the waterways.

The proposed project includes the following improvements:

- Cleaning of 102 Catch Basins;
- Los Angeles County Permit compliance and Coordination for Connector Pipe Screens;
- Installation of 102 Connector Pipe Screens (67 LAC-owned and 52 City-owned).

On July 7, 2016 at 11:00 a.m., the City Clerk received and opened two (2) bids for construction of these improvements (Attachment "C"). Staff analyzed all bids and determined the bid from United Storm Water, Inc., to be the lowest responsive bid. The table below summarizes the bids received for project construction:

| RANK | BIDDER | BID AMOUNT |
|---|---|---|
| 1 | United Storm Water, Inc. | $51,620.00 |
| 2 | California Building Evaluation & Construction, Inc. | $82,279.00 |

United Storm Water, Inc., has successfully completed similar projects for the cities of Agoura Hills, Beverly Hills, Inglewood and the County of Los Angeles.

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

- July 18, 2016
  City Council Award of Contract

- August – September 2016
  Tentative Construction Schedule

As indicated in the project bid specifications, the contractor has twenty-five (25) working days to complete the project.

**BUDGET IMPACT:**

The total estimated construction cost for this capital project is $ 62,000, including contingencies. Funding is included in the City's approved FY 2016-2017 budget as follows.

| **SOURCES** | | |
|---|---|---|
| **Fund** | **Account Number** | **Allocation** |
| Refuse Fund | 073-350-0842-4500 | $ 100,000 |
| Capital Outlay | 032-311-0842-4500 | $ 95,000 |
| | | |
| **Total Sources:** | | **$ 195,000** |

| **USES** | | |
|---|---|---|
| **Activity** | **Account Number** | **Cost** |
| Permitting | 073-350-0842-4300 | $ 15,000 |
| Inspection | 073-350-0842-4260 | $ 15,000 |
| Construction | 032/073-0842-4500 | $ 62,000 |
| Contingency (15%) | 032/073-0842-4500 | $ 15,000 |
| | | |
| **Expenditures-to-Date (if applicable)** | | |
| Planning/Design | | $ |
| | | |
| **Total Uses** | | **$ 107,000** |

**CONCLUSION:**

It is requested that the City Council award a construction contract to complete required storm water improvement in the community. Completion of this project will satisfy the City's requirement to comply with the Trash TMDL as part of the Los Angeles County Municipal Separate Storm Sewer System Permit (LA County MS4 Permit).

**ATTACHMENTS:**

A. Plans and Specifications
B. Contract No. 1831
C. Bid Summary

# CITY OF SAN FERNANDO
**CALIFORNIA**

# CONTRACT DOCUMENTS, SPECIFICATIONS, AND STANDARD DRAWINGS FOR 2016 CITYWIDE CATCH BASIN CONNECTOR PIPE SCREEN INSTALLATION JOB NO. 7594, PLAN NO. P-721

Prepared by:

WILLDAN Engineering | *extending your reach*

374 POLI STREET, SUITE 101
VENTURA, CALIFORNIA 93001
825-653-6597

REGISTERED PROFESSIONAL ENGINEER
MICHAEL D. BUSTOS
EXP. 12-31-16
NO. 73173
CIVIL
STATE OF CALIFORNIA

Prepared Under the Supervision of: _____ Date: June 23, 2016
Mike Bustos, P.E., Willdan Engineering

REGISTERED PROFESSIONAL ENGINEER
YING KWAN
EXP. 3-31-2018
NO. 42418
CIVIL
STATE OF CALIFORNIA

Approved by: _____ Date: June 23, 2016
Ying Kwan, P.E., City Engineer

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# NOTICE INVITING BIDS

SEALED PROPOSALS will be received at the Office of the City Clerk, City Hall, 117 Macneil Street, San Fernando, California until **11:00 AM on Thursday, July 7, 2016**, and said bids will be publicly opened and declared for performing work on the following project:

**2016 CITYWIDE CATCH BASIN CONNECTOR**
**PIPE SCREEN INSTALLATION**
**JOB NO. 7594, PLAN NO. P-721**

The general scope of work consists of furnishing and installation of Connector Pipe Screens for the pipe outlet, as described herein, into existing storm drain catch basins throughout the City. These devices are intended to reduce the amount of trash entering the storm drain system through curb opening catch basins or a curb opening catch basin with gratings. The bid items, corresponding estimated quantities, and time allowed to complete the work are listed in the Contractor's Proposal. The definitions of bid items are described in the Technical Provisions.

There is no pre-bid meeting for the project**.**

The contract time for the project is twenty-five (25) working days.

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

The City reserves the right to reject any and all bids and to waive any minor irregularities in the bid documents. Bidders may not withdraw their bid for a period of sixty (60) days after date set for opening thereof.

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

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

AB44 EFFECTIVE JULY 1, 2014. If a bidder submits a bid that includes a subcontractor who would be performing work in amount in excess of ½ of 1% of the bidder's total bid or in the case of bids for the construction of streets or highways, including bridges, in excess of ½ of 1% of the bidder's total bid or $10,000, whichever is greater, then in addition to the subcontractor's name and business address, the subcontractor's State contractor's license number must be included as part of the information submitted for that proposed subcontractor. Failure to provide the subcontractor's license number shall render the bid non-responsive.

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

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

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

Copies of the plans and specifications, including the approved proposal form, are available on the City website, www.sfcity.org, for downloading at no charge. **In order to be eligible to submit a bid for the project, you MUST contact Manuel Fabian, Civil Engineering Assistant II, via e-mail at mfabian@sfcity.org to be placed on the plan holders list.** Compact disk (CD) of the plans and specifications may be obtained for a non-refundable fee of **$5.00** each at the Public Works Department, City Hall, 117 Macneil Street, San Fernando, California, 91340. If mailing is requested, an additional fee of **$5.00** is required to cover postage and handling.

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

City of San Fernando

Date: June 23, 2016

By: Ying Kwan, P.E.
City Engineer

Daily News
06/23/2016
06/30/2016

Sun
06/30/2016

# INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

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

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

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

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

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

5. SIGNATURE OF CONTRACTOR

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

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

6. BONDS

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

price as security for the payment of all persons performing labor and furnishing materials in connection with this contract, as required by the terms of an Act entitled:

"An Act to secure the payment of the claim of persons employed by Contractors upon Public Works, and the claims of persons who furnish materials, supplies, teams, implements; or machinery used or consumed by such Contractors in the performance of such works, and prescribing the duties of certain public officers with respect thereto," approved May 10, 1919, as amended.

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

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

7. RETURN OF BIDDER'S GUARANTIES Within ten (10) days after the award of the contract, the City will return the proposal guaranties accompanying those proposals which are not to be considered in making award. All other proposals which are to be held until the contract has been finally executed, will be returned to the respective bidders after award of contract.

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

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

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

# CONTRACTOR'S PROPOSAL

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

HONORABLE MAYOR AND
MEMBERS OF THE CITY COUNCIL:

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

**2016 CITYWIDE CATCH BASIN CONNECTOR**
**PIPE SCREEN INSTALLATION**
**JOB NO. 7594, PLAN NO. P-721**

The undersigned hereby shall commit to beginning contract work within 10 days of receiving Notice to Proceed. Contractor shall complete the catch basin field inventory, and submit field measurements, shop drawings, and technical manual within fifteen (15) working days of Notice to Proceed. A separate Notice to Proceed will be issued for installation of the CPS units, after a permit is issued by the County. CPS installations shall not commence until the Contractor's field measurements and shop drawings have been submitted to the County for approval, a final permit has been issued, and the required preconstruction meeting is held with the County's representative. The contractor shall complete all contacted installation work within twenty-five (25) working days of Notice to Proceed for said activities. All work shall be performed in accordance with the Plans, Specifications, and Contract Documents, including the Special Provisions and Technical Provisions, for the prices set forth in the bid schedule.

_____ _____
Dated Bidder

_____
Signature

_____
Name (Print/Type)

_____
Title

# BID SCHEDULE

## 2016 CITYWIDE CATCH BASIN CONNECTOR PIPE SCREEN INSTALLATION JOB NO. 7594, PLAN NO. P-721

| ITEM NO. | DESCRIPTION | UNIT | ESTIMATED QUANTITY | UNIT PRICE | ITEM TOTAL |
|---|---|---|---|---|---|
| 1. | Catch Basin Cleaning<br>(67 County Owned Catch Basins)<br>(35 City Owned Catch Basins) | EA | 102 | $ | $ |
| 2. | LA County Permit Compliance and Coordination for CPS Installation<br>(67 County Owned Catch Basins) | EA | 67 | $ | $ |
| 3. | Connector Pipe Screen Installations<br>(67 County Owned Catch Basins)<br>(35 City Owned Catch Basins) | EA | 102 | $ | $ |
| | | | | **TOTAL BID** | **$** |

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

List of Addendum Received:_____

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

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

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

# BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

that we, _____ as Principal, and _____ as Surety, are held and firmly bound unto the City of San Fernando in the sum of _____ _____ ($_____) to be paid to the said City of its certain Attorney, its successors and assigns; for the payment of which sum well and truly made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the certain proposal of the above bounden _____ to construct _____ (insert names of streets and limits to be improved) dated _____ is accepted by the City of San Fernando, and if the above bounden his heirs, executors, administrators, successors and assigns, shall duly enter into and execute a contract for such construction, and shall execute and deliver the two bonds described within ten (10) days (not including Sunday) from the date of the mailing of a notice to the above bounden _____ by and from the said City of San Fernando that said contract is ready for execution, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we hereunto set our hands and seals this _____ day of _____ , 2016.

| Principal | Surety |
|---|---|
| By_____ | By_____ |
| Its_____ | Its_____ |
| By_____ | By_____ |
| Its_____ | Its_____ |

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

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

_____

_____

_____

# CONTRACTOR INFORMATION

Company Name _____

Address _____

Telephone _____Fax _____E-mail _____

Type of Firm: Individual ( ) Partnership ( ) Corporation ( )

Corporation organized under the laws of the State of _____

Contractor's License Number _____State ___Classification _____Expiration Date _____

DIR Registration Number _____Expiration Date _____

Names and titles of all officers of the firm

_____

_____

_____

_____

# LIST OF REFERENCES

(To be submitted by contractors who have not worked with the City of San Fernando.)

1. NAME OF CITY OR BUSINESS _____
   CONTACT PERSON AND PHONE NO. _____
   TYPE/DATE OF WORK PERFORMED _____
   TOTAL CONTRACT AMOUNT $ _____

2. NAME OF CITY OR BUSINESS _____
   CONTACT PERSON AND PHONE NO. _____
   TYPE/DATE OF WORK PERFORMED _____
   TOTAL CONTRACT AMOUNT $ _____

3. NAME OF CITY OR BUSINESS _____
   CONTACT PERSON AND PHONE NO. _____
   TYPE/DATE OF WORK PERFORMED _____
   TOTAL CONTRACT AMOUNT $ _____

4. NAME OF CITY OR BUSINESS _____
   CONTACT PERSON AND PHONE NO. _____
   TYPE/DATE OF WORK PERFORMED _____
   TOTAL CONTRACT AMOUNT $ _____

5. NAME OF CITY OR BUSINESS _____
   CONTACT PERSON AND PHONE NO. _____
   TYPE/DATE OF WORK PERFORMED _____
   TOTAL CONTRACT AMOUNT $ _____

6. NAME OF CITY OR BUSINESS _____
   CONTACT PERSON AND PHONE NO. _____
   TYPE/DATE OF WORK PERFORMED _____
   TOTAL CONTRACT AMOUNT $ _____

# LIST OF SUBCONTRACTORS

The bidder is required to fill in the following blanks in accordance with the provisions of Section 4100 to 4l08, inclusive, of the Government Code of the State of California.

Name under which subcontractor is licensed: _____

Address of office, mill or shop: _____

Specific description of subcontract: _____

License No.: _____ Amount of Subcontract: _____

DIR Registration Number: _____ Expiration Date: _____

---

Name under which subcontractor is licensed: _____

Address of office, mill or shop: _____

Specific description of subcontract: _____

License No.: _____ Amount of Subcontract: _____

DIR Registration Number: _____ Expiration Date: _____

---

Name under which subcontractor is licensed: _____

Address of office, mill or shop: _____

Specific description of subcontract: _____

License No.: _____ Amount of Subcontract: _____

DIR Registration Number: _____ Expiration Date: _____

---

Name under which subcontractor is licensed: _____

Address of office, mill or shop: _____

Specific description of subcontract: _____

License No.: _____ Amount of Subcontract: _____

DIR Registration Number: _____ Expiration Date: _____

---

**CERTIFICATE OF SECRETARY**
**OF ADOPTION OF RESOLUTION**

I, _____(insert name of Secretary), do hereby certify that I am the Secretary of _____(insert name of corporation) a California corporation, and do hereby certify that the following resolution is a full, true and correct copy of a resolution passed by the Board of Directors of said corporation at a meeting thereof held on the _____day of _____ , 2016 (insert proper date), in accordance with the bylaws of said corporation, and that said resolution has not to the date of this certificate been in any manner amended, modified, revoked, rescinded or annulled, and the same is now in full force and effect.

"RESOLVED, that any of the following officers of this corporation, _____, _____President _____, Vice President and _____, secretary *(insert names of officers and capacity where not shown), (any two acting together) (any one acting alone) (strike out inapplicable portion)*, be and they are hereby authorized to execute and deliver in the name of and for and on behalf of this corporation, any and all bids, authorizations, contracts, bonds and agreements of any nature or sort whatsoever.

BE IT FURTHER RESOLVED, that any and all persons, firms, corporations and other entities, including public entities, shall be entitled to rely on the authority of (any one of such officers) (any two of such officers acting together) (strike out inapplicable portion), above named, to bind this corporation by the execution and delivery of any such bids, authorizations, contracts, bonds and agreements.

BE IT FURTHER RESOLVED, that the authority herein contained shall remain effective until the person, corporation, or public entity relying upon the authority herein contained, receives written notice to the contrary signed by duly authorized officers of this corporation, that all previous authorizations theretofore given with respect to the matters herein contained are revoked. That the revocation of the authority herein contained shall not affect the validity of any instrument herein referred to signed by any person or persons at the time authorized to act."

IN WITNESS WHEREOF, the undersigned has hereunto set (his/her) hand as Secretary and affixed the seal of this corporation this _____day of _____, 2016.

_____
Secretary

**Affix Seal**

# LIST OF SUBCONTRACTORS, SUPPLIERS, & VENDORS CONTACTED TO RECEIVE PRICES IN PREPARATION OF BID PROPOSAL

1. NAME & LOCATION OF BUSINESS _____

_____

CONTACT PERSON AND PHONE NO. _____
ITEM OR TYPE OF WORK PROPOSED _____
PRICE OR AMOUNT $ _____

2. NAME & LOCATION OF BUSINESS _____

_____

CONTACT PERSON AND PHONE NO. _____
ITEM OR TYPE OF WORK PROPOSED _____
PRICE OR AMOUNT $ _____

3. NAME & LOCATION OF BUSINESS _____

_____

CONTACT PERSON AND PHONE NO. _____
ITEM OR TYPE OF WORK PROPOSED _____
PRICE OR AMOUNT $ _____

4. NAME & LOCATION OF BUSINESS _____

_____

CONTACT PERSON AND PHONE NO. _____
ITEM OR TYPE OF WORK PROPOSED _____
PRICE OR AMOUNT $ _____

5. NAME & LOCATION OF BUSINESS _____

_____

CONTACT PERSON AND PHONE NO. _____
ITEM OR TYPE OF WORK PROPOSED _____
PRICE OR AMOUNT $ _____

6. NAME & LOCATION OF BUSINESS _____

_____

CONTACT PERSON AND PHONE NO. _____
ITEM OR TYPE OF WORK PROPOSED _____
PRICE OR AMOUNT $ _____

# NON-COLLUSION AFFIDAVIT

**2016 CITYWIDE CATCH BASIN CONNECTOR**
**PIPE SCREEN INSTALLATION**
**JOB NO. 7594, PLAN NO. P-721**

STATE OF CALIFORNIA )
) SS
COUNTY OF _____)

_____,being first duly sworn, deposes and

says that he is _____
(Sole owner, partner, president, secretary, etc.)

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

_____ _____
Date Bidder

_____
Authorized Signature

_____
Name (Print/Type)

STATE OF CALIFORNIA )
) SS
COUNTY OF _____)

_____
Title

On _____, 2016 before me, _____

Personally appeared _____who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledge to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

(Notary Seal)

_____
Signature of Notary Public

**_____"Contractor"**
**2016 CITYWIDE CATCH BASIN CONNECTOR**
**PIPE SCREEN INSTALLATION**
**JOB NO. 7594, PLAN NO. P-721**

THIS AGREEMENT, made and entered into this __th day of _____ 2016, by and between CITY OF SAN FERNANDO, a municipal corporation of the State of California, hereinafter referred to as "CITY" and _____ "CONTRACTOR."

WITNESSETH:

That the CITY and the CONTRACTOR, for the consideration hereinafter named, mutually agree as follows:

1. The complete contract consists of the Contract Documents which includes all of the following documents incorporated herein by this reference: Approved **2016 Citywide Catch Basin Connector Pipe Screen Installation (Job No. 7594), (Plan No. P-721)**, Notice Inviting Bids, Instructions to Bidders, Contractor's Proposal, Contract/Agreement, Special Provisions, Technical Provisions, and all modifications and amendments thereto.

2. CONTRACTOR shall perform everything required to be performed, shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the following work of improvement: **2016 Citywide Catch Basin Connector Pipe Screen Installation (Job No. 7594), (Plan No. P-721),** (the "Work of Improvement") all in accordance with the Contract Documents and Contractor's Proposal dated _____, 2016.

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

3. CITY agrees to pay and CONTRACTOR agrees to accept in full payment for this Work of Improvement the stipulated sum of _____($_____).

CITY agrees to make monthly payments and final payment in accordance with the method set forth in the Specifications.

4. CONTRACTOR agrees to commence construction of the Work of Improvement within ten (10) days after issuance of a Notice To Proceed, and to continue in a diligent and workman-like manner without interruption, and to complete the construction thereof within twenty-five (25) working

days.

5. Time is of essence of this Contract, and it is agreed that it would be impracticable or extremely difficult to ascertain the extent of actual loss or damage which the CITY will sustain by reason of any delay in the performance of this Agreement. It is, therefore, agreed that CONTRACTOR will pay as liquidated damages to the CITY the following sum: One Thousand Dollars ($1000.00) for each day's delay beyond the time herein prescribed for finishing work. If liquidated damages are not paid, as designated by the CITY, the CITY may deduct the amount thereof from any money due or that may become due the CONTRACTOR under this Agreement in addition to any other remedy available to CITY. The CONTRACTOR shall not be assessed liquidated damages for any delay caused by the failure of a public utility to relocate or remove an existing utility required for the performance of this Contract.

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

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

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

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

IN WITNESS WHEREOF, the said CONTRACTOR and the CITY ADMINISTRATOR and CITY CLERK of the CITY have caused the names of said parties to be affixed hereto, each in triplicate, the day and year first above written.

_____
CONTRACTOR

BY _____

_____
Title

BY _____

_____
Title

CITY OF SAN FERNANDO
A Municipal Corporation

_____
BRIAN SAEKI
CITY MANAGER

ATTEST:

_____
ELENA G. CHAVEZ
CITY CLERK

APPROVED AS TO FORM:

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

# PERFORMANCE BOND

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

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

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

Further, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the contract documents or of the work to be performed thereunder shall in any way affect its obligations on this bond; and it hereby waives notice of any and all such changes, extensions of time; and alterations or modifications of the contract documents and/or of the work to be performed thereunder. IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals the _____ day of _____, 2016, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by each party's undersigned representative, pursuant to authority of its governing body.

_____
(Principal)

ATTEST:

_____
(Address)

_____ _____
(By)

_____ _____

(Title)

_____

(Surety)

ATTEST: _____

(Address)

_____ _____

(By)

_____ _____

(Title)

(To be filled in by Surety)

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

Total amount of premium charge is $_____.

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

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

_____

_____

_____

# PAYMENT (LABOR AND MATERIAL) BOND

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

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

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

The condition of this obligation is such that, if said Principal or his or its subcontractors, or the heirs, executors, administrators, successors or assigns thereof, shall fail to pay any of the persons named in Section 3181 of the Civil Code of the State of California for any materials, provisions, provender or other supplies used in, upon, for or about the performance of the work or labor performed by any such claimant or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, then said Surety will pay for the same, in the amount not exceeding the sum set forth hereinabove and also, in case suit is brought upon the bond, will pay a reasonable attorney's fee to be fixed by the court. This bond shall insure to the benefit of any and all persons named in the aforesaid Civil Code Section 3131 so as to give a right of action to them or their assigns in any suit brought upon the bond.

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

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals the _____day of _____, 2016, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by each party's undersigned representative, pursuant to authority of its governing body.

_____
(Principal)

ATTEST:

_____
(Address)

_____ _____
(By)

_____ _____
(Title)

_____
(Surety)

ATTEST:

_____
(Address)

_____ _____
(By)

_____ _____
(Title)

(To be filled in by Surety)

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

Total amount of premium charge is $_____.

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

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

_____

_____

_____

# WARRANTY PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that _____ as Principal, hereinafter called Contractor, and _____, licensed and domiciled in the state of California as Surety, hereinafter called Surety, are held and firmly bound unto CITY OF SAN FERNANDO as Obligee, hereinafter called Owner, in the amount of _____ _____ ($_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, _____ as Contractor, has by written agreement dated _____, 2016, entered into a contract with Owner for **2016 Citywide Catch Basin Connector Pipe Screen Installation, Job No. 7594, Plan No. P-721,** in accordance with Drawings and Specifications contained in a written and executed contract, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

WHEREAS, said contract provides that the Principal shall furnish a bond which shall remain in force for a period of **one** year after the date of the notice of completion and which shall be conditioned to guarantee against all defects in workmanship and materials which shall become apparent during said period.

NOW THEREFORE, the condition of this obligation is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notices of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

(1) Complete the Contract in accordance with its terms and conditions, or;

(2) Obtain a bid or bids for completing the Contract in accordance with it terms and conditions, and upon determination by Surety of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

The transaction of insurance as evidenced by this bond is agreed by all parties to have taken place in the State of California in conformance with the laws therein, the Surety hereby accepts jurisdiction for adjudication of all claims in the state wherein the claims have occurred.

This bond is for the protection of the owner and gives no protection to any claimant other than those provided for by statute in the state wherein the claim occurs. The owner hereby agrees that no payments shall be made in excess or advance of any work specifically performed under the contract without the express written consent of the Surety.

For claims regarding non-payment for services provided or materials supplied under the contract, a claimant is defined herein as one having a direct contract with the Principal and/or subcontractor of the Principal. No suit or action shall be commenced hereunder by any claimant unless claimant shall:

1. Notify the Surety of the direct contract with the Principal or Subcontractor of the Principal within 30 days of entering into such contract and;

2. Notify the Surety of any demands for payment under such direct contracts concurrently with the Principal and/or Subcontractor of the Principal and;

3. Notify the Surety by certified mail within 15 days of any payment not made when due, or within 30 days of demand.

As the purpose of this bond is to warrant work previously performed by the Principal in the contract specified herein, the Owner shall notify Surety immediately by certified mail upon demand for work to be performed under this bond.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals the _____day of _____, 2016, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by each party's undersigned representative, pursuant to authority of its governing body.

_____
(Principal)

ATTEST:

_____
(Address)

_____ _____
(By)

_____ _____
(Title)

_____
(Surety)

ATTEST:

_____
(Address)

_____ _____
(By)

_____ _____
(Title)

(To be filled in by Surety)

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

Total amount of premium charge is $_____.

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

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

_____

_____

_____

# GENERAL PROVISIONS

The documents that control construction, work performed, and materials furnished hereunder are the Contract Documents. The Contract Documents include the Notice Inviting Bids, Contractor's Proposal, Contract/Agreement, Bonds, Specifications, and the documents in the Appendix, if any, all of which are hereby incorporated and made a part of these Contract Documents. The Specifications include the Standard Specifications, these Special Provisions which supplement or modify the Standard Specifications, Plans, Standard Plans, and the Technical Specifications.

The Standard Specifications is the latest edition of the Standard Specifications for Public Works Construction, including supplements, written and promulgated by the Southern California Chapter of the American Public Works Association and the Southern California Districts of the Associated General Contractors of California, and the American Water Works Association (AWWA) Standards.

In case of conflict between documents, the precedence of documents shall follow Subsection 2-5.2 of the Standard Specifications, except that the Technical Provisions precede the Special Provisions. However, for any other precedence of documents, the Technical Provisions shall be considered part of the Special Provisions.

For the convenience of the Contractor, the section and subsection numbering system used in these Special Provisions corresponds to that used in the Standard Specifications.

## SECTION 1 - TERMS, DEFINITIONS, ABBREVIATIONS, AND SYMBOLS

### Subsection 1-2 Definitions

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

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

## SECTION 2 - SCOPE AND CONTROL OF THE WORK

### Subsection 2-1 Award and Execution of the Contract

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

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

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

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

Subsection 2-5 Plans and Specifications
Add the following to the provisions of Subsection 2-5, "Plans and Specifications":

All authorized alterations affecting the requirements and information given on the approved plans shall be in writing. No changes shall be made of any plan or drawing after the same has been approved by the Engineer, except by written direction of the Engineer. Should it appear that the work to be done, or any matter relative thereto is not sufficiently detailed or explained in these Specifications, Special Provisions, Technical Provisions, or Plans, the contractor shall apply to the Engineer for such further explanations as may be necessary and shall conform to such explanation or interpretation as part of the original specifications. In the event of doubt or questions relative to the true meaning of the specifications, reference shall be made to the City Council, whose decision thereon shall be final.

Record Drawings:

All corrections on record drawings shall be done in red ink. Record drawings shall be a control set of the construction plans kept on the site for daily recording of "as built" conditions. Show dimensioned location of all buried facilities, such as drains, sumps, pipe, valves, electrical conduit, and irrigation wire.

Dimensions must be taken from above ground permanent, architectural objects, not plants or irrigation heads. All dimensions, notes, etc., shall be legible.

Record drawing shall be reviewed prior to all progress payment requests, and submitted prior to final inspection.

Subsection 2-9 Surveying

Add the following:

The Contractor shall preserve all benchmarks, monuments, survey marks, centerline ties and stakes and, in case of their impending removal or destruction by his/her operations he/she shall be responsible for notifying the City Engineer **prior** to their removal. Failure to provide such notification will result in the Contractor being liable for all costs associated with their replacement.

2-9.1 Permanent Survey Markers. Subsection 2-9.1 is hereby deleted and replaced with the following:

The Contractor shall retain a Licensed Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the State to Reset Survey Monuments. The Contractor is responsible for the filing and recording of the Survey Monuments.

2-9.2 Survey Service. Subsection 2-9.2 is hereby deleted and replaced with the following:

The Contractor shall retain a Licensed Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the State to provide construction staking. The Contractor is responsible for the accuracy of surveying adequate for construction.

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

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

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

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

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

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

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

SECTION 3 - CHANGES IN WORK

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

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

Subsection 3-5 Disputed Work

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

A. In accordance with Public Contract Code Section 20104, and for the purposes of Paragraphs B only, the term "Defined Claim" shall mean a separate demand by the Contractor to the Owner of a value of $375,000 or less, for any of the following: (a) a time extension, (b) payment of money or damages arising from work done by the Contractor pursuant to the Contract Documents and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (c) an amount of payment which is disputed by the Owner.

B. RESOLUTION OF DEFINED CLAIMS Pursuant to Sections 20104 et seq., of the Public Contracts Code, the provisions of this Paragraph B shall apply to all "Defined Claims," as such term is defined in Paragraph A (i.e., claims that are in the amount of $375,000 or less).

Filing and Response to Defined Claim

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

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

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

Meet and Confer Regarding Defined Claim

If the Contractor disputes the Owner's written response, or if the Owner fails to respond within the prescribed time, to the Defined Claim, the Contractor may notify the Owner in writing within 15 days, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of the demand, the Owner shall schedule a meet and confer conference within 30 days. If the claim or any portion thereof remains in dispute following the meet and

confer conference, the Contractor may file a claim pursuant to Government Code Section 900, et seq. For purposes of this Paragraph B, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits the Defined Claim until the time such Defined Claim is denied, including any period of time utilized by the meet and confer conference.

Procedures for Civil Actions Filed to Resolve Defined Claims
The following procedures shall apply to any civil action filed pursuant to this Paragraph B:

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

Judicial Arbitration If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Section 1141.10, et seq., of the Code of Civil Procedure, notwithstanding Code of Civil Procedure Section 1141.11. The civil discovery procedures of Code of Civil Procedure Section 2016, et seq., shall apply, consistent with the rules pertaining to judicial arbitration. In addition to the provisions of Code of Civil Procedure Section 1141.10, et seq., (a) arbitrators shall, upon stipulation of the parties, be experienced in construction law, and (b) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees, also pay the attorneys fees on appeal of the other party.

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

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

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

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

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

## SECTION 4 - CONTROL OF MATERIALS

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

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

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

## SECTION 5 - UTILITIES

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

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

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

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

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

| | | |
|---|---|---|
| 1. | Verizon Company | 800-483-1000 |
| 2. | Edison Company | 800-611-1911 |
| 3. | Southern California Gas Company | 800-427-2200 |
| 4. | San Fernando Water Department | 818-898-1293 |
| 5. | L.A. City Municipal Services | 800-342-5397 |
| 6. | L.A. Metropolitan Water Dist. | 626-844-5610 |
| 7. | Time Warner Cable | 818-700-6500 |
| 8. | Pacific Pipeline Co. | 800-987-4737 |

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

Subsection 6-1 Construction Schedule and Commencement of Work

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

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

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

Subsection 6-6 Delays and Extensions of Time

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

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

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

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

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

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

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

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

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

It is further agreed that in case the work called for under the contract is not finished and completed in all parts and requirements within the time specified, the City Council shall have the right to extend the time for completion or not, as may seem best to serve the interest of the City; and if it decides to extend the time limit for the completion of the contract, it shall further have the right to charge to the Contract, his heirs, assigns or sureties; and to deduct from the final payment for the work, all or any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the contract, and which accrue during the period of such extension, except that the cost of final surveys and preparation of final estimates shall not be included in such charges.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

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

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

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

1. When unemployment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days prior to the request for certificate, or

2. When the number of apprentices in training in the area exceeds a ratio of one to five, or

3. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis statewide or locally, or

4. When the contractor provides evidence that he employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

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

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

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

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

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

The contractor shall comply with Labor Code Section 1775 in accordance with said Section 1775, the

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

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

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

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

By appropriate endorsement, such policies of insurance required shall name the City of San Fernando as additionally insured with the Contractor with respect to the construction project described in these specifications and shall provide that such insurance coverage shall not be canceled or reduced without thirty (30) days prior written notice to the City of San Fernando. Said endorsement shall be a separate document. Certificates of the insurance carried evidencing such insurance coverage shall be delivered to the City of San Fernando concurrently with the execution of the contract by the Contractor.

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

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

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

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the

contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. The website for contractor registration with the Department of Industrial Relations (DIR) is https://efiling.dir.ca.gov/PWCR; the annual non-refundable fee, valid July 1 through June 30 (state fiscal year), is $300.

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

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

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

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

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

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

In the event that the Contractor fails to adequately provide for the public safety during the course of construction under this contract, and the City is required to provide for said public safety, the Contractor shall pay the City the cost of each service call, which will include all direct labor and material costs including fringe benefits, overhead, and applicable rental rates for the various pieces of equipment. Any and all costs incurred by the City as a result of the failure of the Contractor to provide for the public safety will be deducted from the amount due to the Contractor for the work done under this contract.

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

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

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

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

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

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

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

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

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

SECTION 9 - MEASUREMENT AND PAYMENT

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

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

The Contractor further agrees that the payment of the final amount due under the contract, and the adjustment and payment for any work done in accordance with any alterations of the same, shall release the City of San Fernando, City Council, and the Engineer from any and all claims of liability on account of work performed under the contract or any alteration thereof.

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

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

when in his judgment, the total value of the work done since the last estimate amounts to less than Three Hundred Dollars ($300.00).

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

# SPECIAL PROVISIONS

## 1.1 GENERAL REQUIREMENTS

All Conditions of the Contract apply to work of this Section.

In case of a conflicting statement between this section and other sections in the specifications or SSPWC, the terms in this Technical Specification shall prevail.

## 1.2 SCOPE OF WORK

1.2.1 This work includes furnishing labor, materials, tools, equipment, transportation and services required for complete and satisfactory construction of:

**2016 CITY WIDE CATCH BASIN CONNECTOR**
**PIPE SCREEN INSTALLATION**
**PROJECT NO. 7594 – PLAN NO. 721**

in accordance with the improvement plans and Specifications prepared therefore by The City of San Fernando.

## A. GENERAL NATURE OF WORK

The general scope of work consists of furnishing and installing Connector Pipe Screens for pipe outlets of existing storm drain catch basins, as described herein. These devices are intended to reduce the amount of trash entering the storm drain system through curb opening catch basins or a curb opening catch basin with gratings.

## B. PRE-CONSTRUCTION MEETING AND MISCELLEANOUS REQUIREMENTS

Prior to commencing work, there will be a pre-construction meeting to be attended by the Engineer, Inspector, Street Superintendent, and Contractor, and at which time the Contractor shall be informed of specific construction and administrative procedures. The Contractor shall submit a detailed construction schedule, traffic control plan, and materials specifications proposed for use on the project during this meeting.

The Contractor shall secure approval of the traffic control plan prior to beginning any work.

## 1.3 SPECIFICATIONS AND APPENDED

1.3.1 Improvement plans, which form a part of the Contract Documents and which accompany these specifications, are included in the Appendices of the specifications.

1.3.2 Specifications which form a part of the Contract Documents consist of sections listed in the Table of Contents of these specifications.

1.3.3 Qualification of Standard Specifications: Wherever references are made in the Specifications to Standard Specifications or methods, reference shall be made to the Standard Specifications for Public Works Construction, 2015 Edition.

## 1.4 COORDINATION

The Contractors shall coordinate the work of the various trades and crafts to avoid possible interferences, duplication of work, or unfinished gaps and conflicts between operations. The various trades and crafts shall agree that, due to field conditions, minor departures from the improvement plans are bound to occur, and that such departures are self compensating so far as cost of additions or deductions are concerned. No claims for extras or time extensions will be allowed in connection with such minor changes due solely to field conditions.

## 1.5 CONSTRUCTION FORCE

It shall be construed that each subcontract is an integral part of the General Contract and the Contractor shall provide and maintain, in full operation, at all times during the performance of the contract, a sufficient crew of laborers, mechanics, and foremen to execute the work with dispatch. All construction related efforts and operations shall be continuous and sustained.

## 1.6 PROJECT PHASING AND SCHEDULING

The work shall be scheduled and completed in phases as follows:

1. Businesses will remain open during construction. The Contractor shall provide access at all times unless otherwise approved by the City Engineer in writing.
2. Disruptions to vehicular traffic should be minimized and coordinated to the greatest extent during construction.
3. The contractor shall provide pedestrian access to all businesses at all times. Store front access shall be provided with plywood walkway during construction.
4. All streets shall remain open to traffic at all times.
5. Please note trash pick up on project streets.

## 1.7 PUBLIC CONVENIENCE & NOTICES

The Contractor shall notify the residents and businesses affected by the construction, in writing, not less than 48 hours or two (2) working days, whichever is a greater period of notice, in advance of commencement of construction on the street. The notice shall be first approved by the City and shall include, but not be limited to:

1. Title and description of project.
2. The time and approximate dates of the work for that street.
3. Name and address of contractor including regular work day and off hour's emergency telephone numbers.
4. Telephone number of City.

## 1.8 EMERGENCY RESPONSE

The Contractor shall furnish the City with the names and telephone numbers of a minimum of two (2) responsible representatives able to expedite requests beyond the normal working hours and on weekends and holidays.

## 1.9 STORAGE YARD

The following shall replace section 7-10.2 of the Standard Specifications: The Contractor shall obtain approval from the City Engineer for any proposed storage yard site proposed to be located within the City, prior to delivery of equipment and or materials.

## 1.10 TRAFFIC CONTROL

### 1.10.1 GENERAL

The Contractor shall provide all traffic controls necessary to provide for the safe and expeditious movement of traffic, motorized and non-motorized (including pedestrian traffic), through the construction zones, as well as those necessary to provide for the safety of the work force performing the construction including two flagmen to direct traffic if deemed necessary by the Public Works Director/City Engineer. Traffic control set up shall be such that it would at least accommodate one open lane at all times.

The Contractor shall provide adequate pedestrian and vehicular traffic controls for the duration of the work in accordance with the Contract Documents including Subsection 7-10 of the SSPWC, the Work Area Traffic Control Handbook (WATCH), Caltrans' Manual of Traffic Controls for Construction and Maintenance Work Zones (Chapter 5 of the Traffic Manual, hereafter "Manual of Traffic Controls"), and the City of San Fernando. The Contractor may obtain the Manual of Traffic Controls from Caltrans District 7, 120 South Spring Street, Los Angeles, California.

The traffic control plan shall provide, place, and maintain precautionary traffic and construction signs, pedestals, lanterns, temporary reflective centerline and lane line tapes and painted barricades, delineators and/or provide flagmen in sufficient number to the satisfaction of the City Engineer for adequate traffic control in and on the streets that lead to the construction area per the traffic control plan(s) submitted.

The Contractor shall include any temporary pavement necessary for the safe and expeditious movement of traffic at no additional charge.

### 1.10.2 SIGNS

All excavations required for the purpose of installing traffic control signs, including construction area signs, shall be performed by hand methods without the use of power equipment, except that power equipment may be used if it is determined there

are not utility facilities in the area of the proposed holes. Contractor shall notify Underground Service Alert - Southern California (USA) at 800/227-2600 at least 2 working days, but no more than 14 calendar days, prior to commencing any excavation for said sign posts.

All signage conflicting with required traffic control signage shall be removed or suitably covered. Said signs shall be replaced unless designated for removal or relocation on the Plan.

This item shall include the temporary relocation of existing signs as necessary. Additionally, signs shall be posted directing pedestrians to the location of any relocated mailboxes.

1.10.3 PAYMENT

Payment for **TRAFFIC CONTROL** shall be considered as included in the other items of work and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work, and no additional compensation will be allowed therefor.

# 1 BID ITEM NO. 1 – CATCH BASIN CLEANING

## 1.1 GENERAL

The Contractor shall furnish all materials, equipment, tools and labor to clean out, i.e., remove trash and debris from within and around all catch basins in which retrofit devices will be installed under this Contract to the maintenance standards specified in this subsection. Clean out shall also include the catch basin connector pipe openings. The catch basin shall be clean at the time of the installation of the retrofit device. Any trash and debris that accumulates between the dates the catch basin is cleaned and the date the device will be installed shall be removed prior to installation of the device at the Contractor's expense.

## 1.2 METHOD OF TRASH REMOVAL

All debris and trash required to be removed from the catch basins shall be removed in a manner to be determined by the Contractor. The Contractor shall not allow any trash or debris to enter the connector pipe or main line as a result of the clean out operations.

## 1.3 DEBRIS DISPOSAL

All debris and trash removed under this Contract shall become the property of the Contractor and shall be legally disposed of away from the basin sites. The Contractor is responsible for proper disposal of the debris and trash, including obtaining approvals from all jurisdictional agencies, as applicable. The Contractor shall be responsible for removing any dead animal from inside a catch basin. The Contractor shall also be responsible for contacting and coordinating with the appropriate agency or organization in charge with the pickup and disposal of dead animals.

Prior to the start of the Work, the Contractor shall identify his intended disposal sites. In addition, the Contractor shall furnish to the Engineer at the end of each week the original or copies of all invoices or billings for the disposal of debris. The Contractor is responsible for reporting to the disposal facility, as accurately as practical, the jurisdictional percentage of the debris being disposed. These invoices must indicate the weights or volume of debris disposed.

Vehicles used by the Contractor to transport debris to approved dumpsites shall be so equipped that spillage does not occur. Covering of the load shall be required to prevent the debris from being blown off the transport vehicle. Vehicles and personnel operating these vehicles that do not comply with this requirement may be ordered removed from the project and shall not be utilized again.

## 1.4 MAINTENANCE CONDITIONS AND MAINTENANCE STANDARDS

Following are deficiencies in maintenance conditions and their corresponding

maintenance standards which shall apply to this Contract. The clean out of each catch basin shall meet the maintenance standards listed as follows:

| Description of Maintenance Condition Deficiency | Description of Maintenance Standard |
|---|---|
| 1. Trash and debris located immediately in front of curb opening or side opening of catch basin, and on top or between metal grates of grated catch basin. | 1. No trash and debris located immediately in front of catch basin opening, and on top or between metal grates. |
| 2. Vegetation growing across and/or blocking the basin opening. | 2. No vegetation blocking catch basin opening. |
| 3. Trash and debris in the basin. | 3. No trash and debris within the catch basin. |
| 4. Trash and debris in the connector pipe opening, upstream or downstream. | 4. No trash and debris in connector pipe opening and/or in the connector pipe for a distance of 6 feet inside from the opening. |

Trash and debris shall include, but is not limited to, mud, vegetation, and garbage.

Upon completion of a clean out operation at a catch basin and before leaving it, the Contractor shall sweep and clean the top surface of the catch basin and the area 2 feet around the basin, and shall remove any trash and debris resulting from the clean out operations. No debris is to be left at a catch basin for future pickup.

1.5 PAYMENT

Payment for **BID ITEM NO. 1 – CATCH BASIN CLEANING** shall be at the contract unit price bid per each (EA) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all catch basin cleaning, including dumping, and no additional compensation will be allowed therefor.

Bidders are advised that the quantity of debris located within each catch basin is unknown and, therefore, should be taken into consideration when preparing the bid.

## 2 BID ITEM NO. 2 – LA COUNTY PERMIT COMPLIANCE AND COORDINATION

### 2.1 GENERAL

The Contractor shall follow all guidelines set forth within the LA County Permit Requirements, which are included as Appendix C of these Specifications. This includes, but is not limited to, coordination with LA County Inspector to be present at installation at County Owned catch basins and compliance with LA County requirements and in-field direction given from LA County inspector.

### 2.2 PAYMENT

Payment for **BID ITEM NO. 2 –LA COUNTY PERMIT COMPLIANCE AND COORDINATION** shall be at the contract price bid per each (EA) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work included, but not limited to, LA County permit compliance and coordination, and no additional compensation will be allowed therefore.

## 3 BID ITEM NO. 3 – CONNECTOR PIPE SCREEN INSTALLATION

### 3.1 GENERAL

The work specified in this subsection includes the furnishing and installing Connector Pipe Screens for the pipe outlets of existing storm drain catch basins, as described herein. These devices are intended to reduce the amount of trash entering the storm drain system through curb opening catch basins or a curb opening catch basin with gratings. All devices shall conform to the following requirements:

The catch basin identification numbers listed in the Catch Basin Table, in Appendix B, mark the location of the catch basins that a Connector Pipe Screen, except as noted.

Submittals: Prior to initiating fabrication, the Contractor shall submit shop drawings, catalog cuts, and other information required per SSPWC Subsection 2-5.3, which completely describes the units to be installed under this Contract. The following information shall be included to this submittal for each type of unit:

1. Detailed shop drawings and descriptions of all components of the unit, showing all dimensions, materials used, connection details, assembly details, and mounting details. The shop drawings shall clearly describe the mechanical operation of the unit. Shop drawings shall note the correct title of the City project, Agency name, and LACFCD Permit Number (PCFL 201601148).

    a. Shop drawings must be submitted and approved by the County prior issuance of a permit.

2. Installation details and instructions.

3. Warranty information, including contact information for replacement parts.

4. Performance and test data, including a list of existing installations with a contact person from the owner of the facility in which each unit is installed and the date of installation.

5. Recommended cleaning and maintenance schedule and procedures to maintain the proper functioning of the unit, including replacement schedule of parts for the entire unit.

6. Contractor shall furnish ten (10) copies of a Technical Manual for CPS Units and ten (10) electronic copies on CD-ROM in portable document format (PDF). The Technical Manual shall be submitted prior to field acceptance of the work. Each manual shall, at minimum, include the following:

   a. Title Sheet
   b. Table of Contents
   c. Manufacturer, supplier, spare parts, and servicing location information, including name, address, phone number of the manufacturer and local representative.
   d. Recommended installation, adjustment, calibration, and troubleshooting procedures.
   e. Lubrication recommended, if applicable.
   f. Recommended preventative maintenance and maintenance procedures.
   g. Complete parts list, by generic title and identification number, with isometric views and schematics for each assembly.
   h. Recommended spare parts list and list of special tools and equipment required for O&M.
   i. Disassembly, overhaul, reassembly, and realignment instructions.
   j. A discussion of the warranty and how to obtain warranty service.

7. Upon completion of the project, contractor must update the table included in Appendix B and submit an as-built spreadsheet, containing installed dimensions, product manufacturer's name and contact information, and unit names and models.

## 3.2 MANUFACTURER'S WARRANTY

All devices installed as part of these Special Provisions shall be covered by a three (3) year manufacturer's warranty, starting on the date of acceptance of the project by the AGENCY. The warranty shall cover the devices against corrosion, excessive wearing of moving parts, and operational malfunction for any reason. The

manufacturer shall provide, at no cost to the AGENCY, all labor, material and equipment required to repair or replace the devices during the warranty period including, but not limited to, calibration and adjustment of moving parts to ensure the device operates properly. There shall be no limit to the number of repairs or replacements required during the warranty period to ensure that the devices operate properly.

## 3.3 PRELIMINARY INSPECTION AND MEASUREMENT

The Contractor shall inspect each catch basin included in this Contract for unsound conditions such as but not limited to: a) exterior damage, b) bent or missing protection bars, c) damaged manholes, d) damaged face plate, e) other physical damage, f) catch basins requiring protection bars per SSPWC Standard Plan 310-3. Since these types of conditions may interfere with the installation of retrofit devices, a list of catch basins with such unsound conditions shall be submitted to the Engineer per SSPWC Subsection 2-5.3. The list shall also identify catch basins that, based on inspection, the Contractor determines are not suited for the type of device listed in the Catch Basin Table. Upon receipt of this information, the Engineer will substitute an appropriate device or a catch basin at a different location.

Any subsequently disclosed damage to a catch basin not included in the list submitted by the Contractor will be assumed to be the result of the Contractor's clean out or installation operations and shall be corrected at the Contractor's expense.

The dimensions shown in the Catch Basin Table, included in Appendix B, are approximate and included for bid purposes only. The Contractor shall make detailed measurements of each catch basin, including the size and location of the connector pipe, for the proper fabrication of the devices. Improper fabrication of devices due to errors in the Contractor's measurements shall be corrected at its own expense. The Contractor shall submit written records of its measurements to the Engineer per SSPWC Subsection 2-5.3, prior to the fabrication of the units. The Contractor shall identify in the measurement records catch basins that, based on actual measurements, are not suited for the type of device listed in the Catch Basin Table. Upon receipt of this information, the Engineer will substitute an appropriate device or a catch basin at a different location.

## 3.4 CATCH BASIN PHOTOS

The Contractor is responsible for taking photos of each catch basin included in the list to be installed with a connector pipe screen. Contractor shall take before cleaning, after cleaning, and after CPS installation pictures and provide a photo log of picture documentation for each catch basin. The photo log shall accurately display all three photos of each catch basin per row and accurately provide the catch basin number with said photos. Full Compensation for furnishing all labor, equipment, and materials for the clean out and disposal of trash and debris from catch basins, including dump fees, shall be considered as included in the other item of work and no separate payment thereof.

## 3.5 REMOVAL AND REINSTALLATION OF CATCH BASIN MANHOLE COVERS

The Contractor shall remove the existing manhole cover as required to access the inside of the catch basin and shall reinstall the existing catch basin manhole cover whenever the catch basin is left unattended. Screws or bolts that cannot be reused and were not damaged by the Contractor shall be replaced with new ones meeting the requirements specified in the applicable standard plans as directed by the Engineer. The furnishing and replacement of the screws or bolts, as directed by the Engineer, shall be considered as included in the prices bid for the various contract items of work, and no separate payment will be made therefor.

The Contractor's attention is directed to the possibility that the catch basin cover screws may be frozen. It shall be the Contractor's responsibility to remove these frozen cover screws. If during their removal the catch basin covers or screws should become damaged, it shall be the Contractor's responsibility to replace them in accordance with the applicable standard plan and to redrill and tap new holes, if necessary, at no additional cost to the AGENCY. If heat is used to facilitate removal of frozen cover screws, the screws must be checked the following workday to verify that they have not refrozen.

Before leaving a catch basin, the Contractor shall thoroughly clean all debris from the manhole frame and cover. When replacing the catch basin covers, the Contractor shall grease all catch basin cover screws with a high temperature thread lubricant and seal grease (Jet-Lube by Koper-Kote or equal) and shall furnish and replace any missing screws.

## 3.6 STAFF GAUGE

The Contractor shall paint a staff gauge per Appendix C. The staff gauge shall be located such that it is visible through the curb opening or grating of the catch basin.

## 3.7 CONNECTOR PIPE SCREENS (CPS)

The CPS prevents trash and debris from entering the storm drain system during dry weather and moderate storm flows by keeping the trash and debris inside the catch basin.

Requirements: All catch basins, regardless of ownership (City or LACFCD), shall be constructed per the LACFCD requirements. The CPS units shall be designed to retain all trash larger than 5 mm (0.197 inches) in the catch basin, and shall comply with the following items.

1. The CPS shall be sized, fabricated and installed conforming to the configurations shown in Appendix C, prepared by the LACDPW.

2. The CPS shall not interfere with the operation of the existing or proposed installed ARS.
3. The CPS unit shall have a sufficient structural integrity to withstand a lateral force of standing water (62.4 lb/ft3) within the catch basin area when the screen becomes100% clogged. The CPS unit shall be bolted to the catch basin walls.
4. The CPS shall be configured with deflector plates or screens preventing trash from falling between the screen and connector pipe. The deflector plate shall be designed to withstand a vertical load of 10 lbs per square foot.
5. The gap at the bottom, sides, and joints of the CPS unit shall not exceed 5mm (0.197 inches).
6. The perimeter of the CPS shall include a structural frame for stiffness, a bolting surface to fasten the CPS to the wall of the catch basin, and support for the upper portion of the CPS unit referred as the "bypass" (see CPS Configuration Appendix C).
7. All parts/components of the CPS unit must be sized to fit through the catch basin's manhole opening.
8. When the CPS unit encroaches more than 4 inches into the manhole opening, the Contractor shall install a Removable CPS unit. The Removable CPS unit shall be designed and installed with a removable panel allowing access into the catch basin. The removable panel shall be easily disengaged from the rest of CPS assembly upon entry or from the outside of the catch basin.
9. It is the responsibility of the Contractor to field verify the location and dimensions of these basins as listed in the List of Catch Basins in Appendix B.
10. The Contractor shall submit shop drawings, warranty, and technical memo for review and approval by the Agency. Upon approval, the Contractor shall furnish eight (8) hard copies of a Technical Manual for ARS and CPS Units and eight (8) electronic copies on CD-Rom in Portable Document Format (PDF). The Technical Manual shall be submitted prior to field acceptance of the permitted work. Full compensation for furnishing and installing the removable CPS unit shall be paid under the Contract Unit Price for "Connector Pipe Screen Installation," and no separate payment thereof.

## 3.8 MATERIALS AND FABRICATION

The CPS shall meet the following requirements:

1. The CPS frame shall be manufactured/fabricated from Type S-304 stainless steel, or an Agency approved equal stainless steel alloy. The Structural members shall have a minimum thickness of 3/16 inches.
2. The CPS screen shall be manufactured/fabricated from perforated metal of Type S-304 stainless steel, or an Agency approved equal stainless steel alloy. The screen shall have a minimum thickness of fourteen (14) gauge (0.0781 inches) The geometrical opening shape shall have a diameter of 5mm (0.197 inches).
3. The screen material used shall have at least 45% open area.

4. Any edge of the CPS that is not flush with the wall or floor of the catch basin shall be smooth with no prongs or jagged edges.
5. The assembly bolts, screws, nuts, and washers shall be fabricated entirely from Type S-316 stainless steel. The concrete anchor bolts shall use a Red Head Multi-Set II drop-in anchor, SSRM-38, with Type 316 stainless steel threaded rods, nuts and washers, or Agency approved equal.

## 3.9 MEASUREMENT AND PAYMENT

Measurement and Payment for **BID ITEM NO. 3 – CONNECTOR PIPE SCREEN INSTALLATIONS** shall be at the contract unit price bid per each and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in the furnishing and installation of CPS units complete and in place, including, but not limited to, all submittals; prototype testing; costs associated with the 3-year warranty; onsite testing and calibration; painting of staff gauges on the catch basin wall; furnishing and installing; and all other costs involved in the Work not specifically covered by other items of work and per LACDPW encroachment permit requirements, and no additional compensation will be allowed therefore.

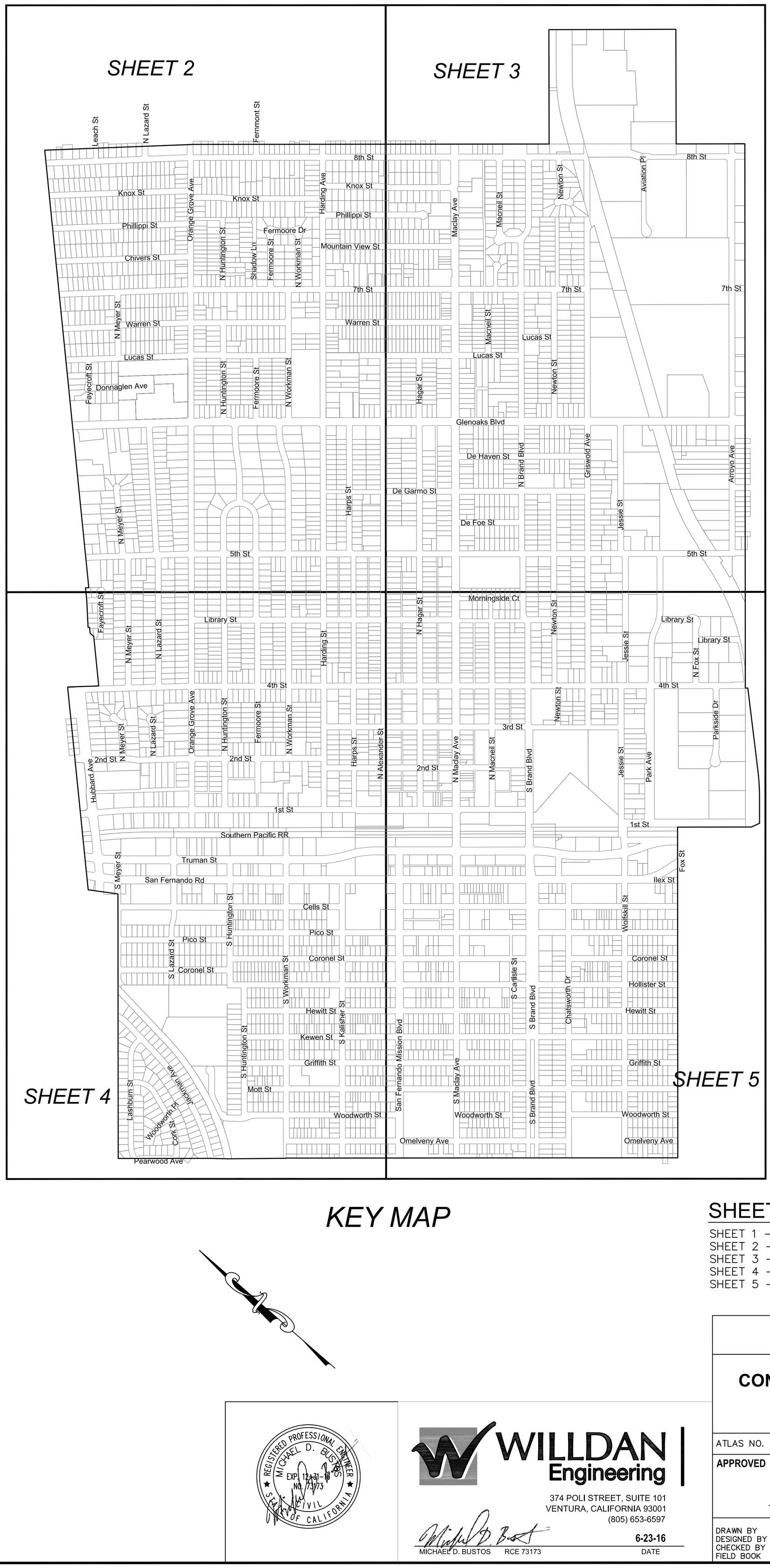
-- End of Section –

# APPENDIX A

# PROJECT LOCATION MAPS

# CITY OF SAN FERNANDO
# 2016 CITYWIDE CATCH BASIN CONNECTOR PIPE SCREEN INSTALLATION
# PROJECT NO. 7594 - PLAN NO. 721

## CITY OF SAN FERNANDO







## PROJECT LOCATION MAP

## KEY MAP

## SHEET INDEX

SHEET 1 – TITLE SHEET/KEY MAP
SHEET 2 – CATCH BASIN LOCATIONS – NORTHWEST QUADRANT
SHEET 3 – CATCH BASIN LOCATIONS – NORTHEAST QUADRANT
SHEET 4 – CATCH BASIN LOCATIONS – SOUTHWEST QUADRANT
SHEET 5 – CATCH BASIN LOCATIONS – SOUTHEAST QUADRANT

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MICHAEL D. BUSTOS
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CIVIL
STATE OF CALIFORNIA

WILLDAN Engineering
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VENTURA, CALIFORNIA 93001
(805) 653-6597

MICHAEL D. BUSTOS RCE 73173 — 6-23-16 DATE

**CITY OF SAN FERNANDO**
DEPARTMENT OF PUBLIC WORKS

**CONNECTOR PIPE SCREEN INSTALLATION**
**PROJECT TITLE SHEET/KEY MAP**

ATLAS NO. | REFERENCE DRAWINGS:

**APPROVED**

CITY ENGINEER _____ DATE _____

**DATE:** JUNE 2016

**SCALE:** NO SCALE

DRAWN BY BT, MC
DESIGNED BY BT
CHECKED BY JB
FIELD BOOK

REVISION DATE BY

PROJECT NO. 7594
PLAN NO. 721
SHEET 1 OF 5

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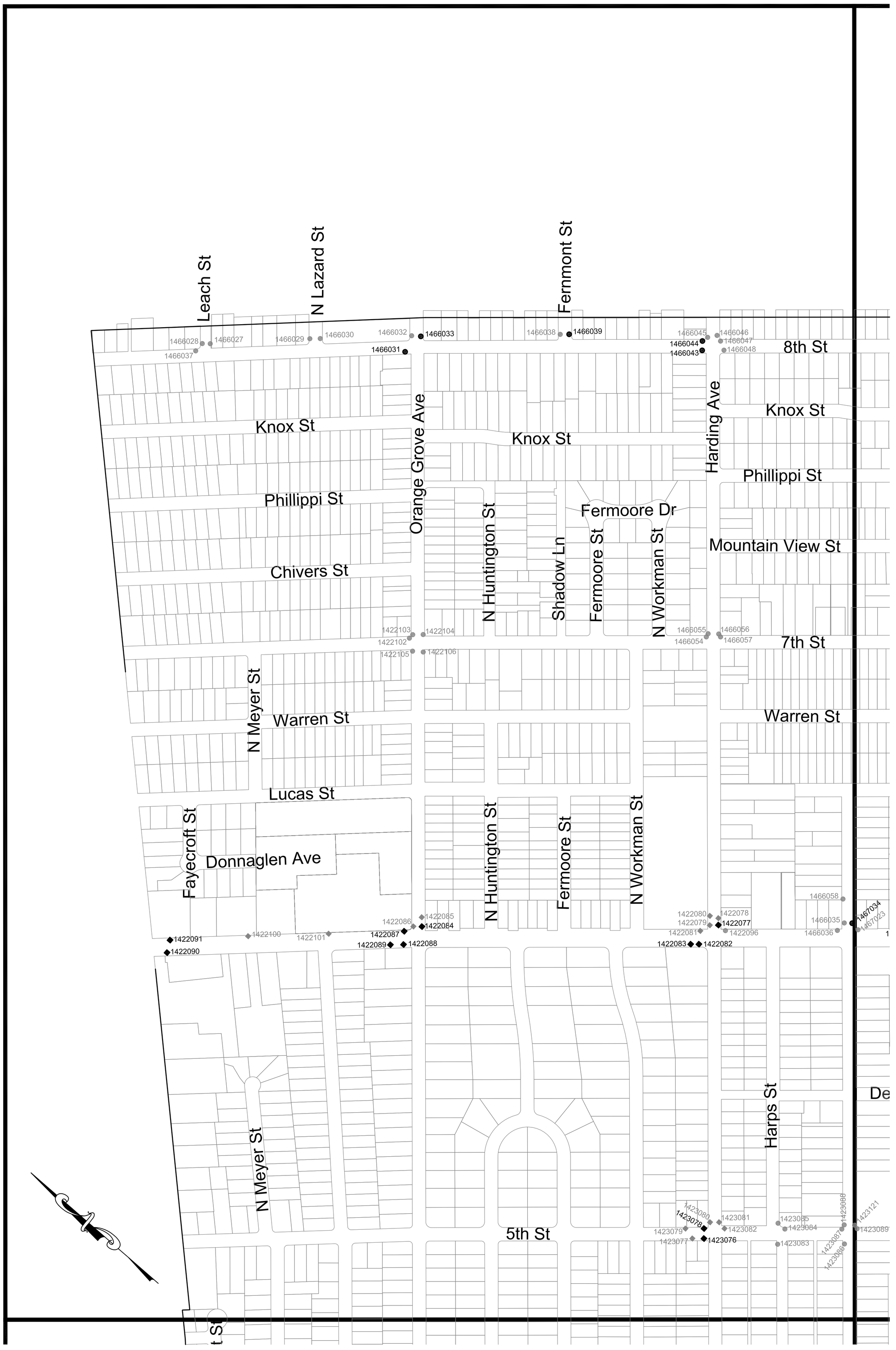
# QUADRANT 1 - NORTHWEST




SEE SHEET 3

SEE SHEET 4

*LEGEND*

- *CITY OWNED CATCH BASIN TO BE RETROFITTED*
- *EX. CITY OWNED CATCH BASIN TO BE PROTECTED IN PLACE*
- *COUNTY OWNED CATCH BASIN TO BE RETROFITTED*
- *EX. COUNTY OWNED CATCH BASIN TO BE PROTECTED IN PLACE*

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# 2016 CITYWIDE CATCH BASIN CONNECTOR PIPE SCREEN INSTALLATION - NORTHWEST QUADRANT

ATLAS NO. | REFERENCE DRAWINGS:

**APPROVED**

CITY ENGINEER — DATE

**DATE:** JUNE 2016

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PROJECT NO. 7594
PLAN NO. 721
SHEET 2 OF 5

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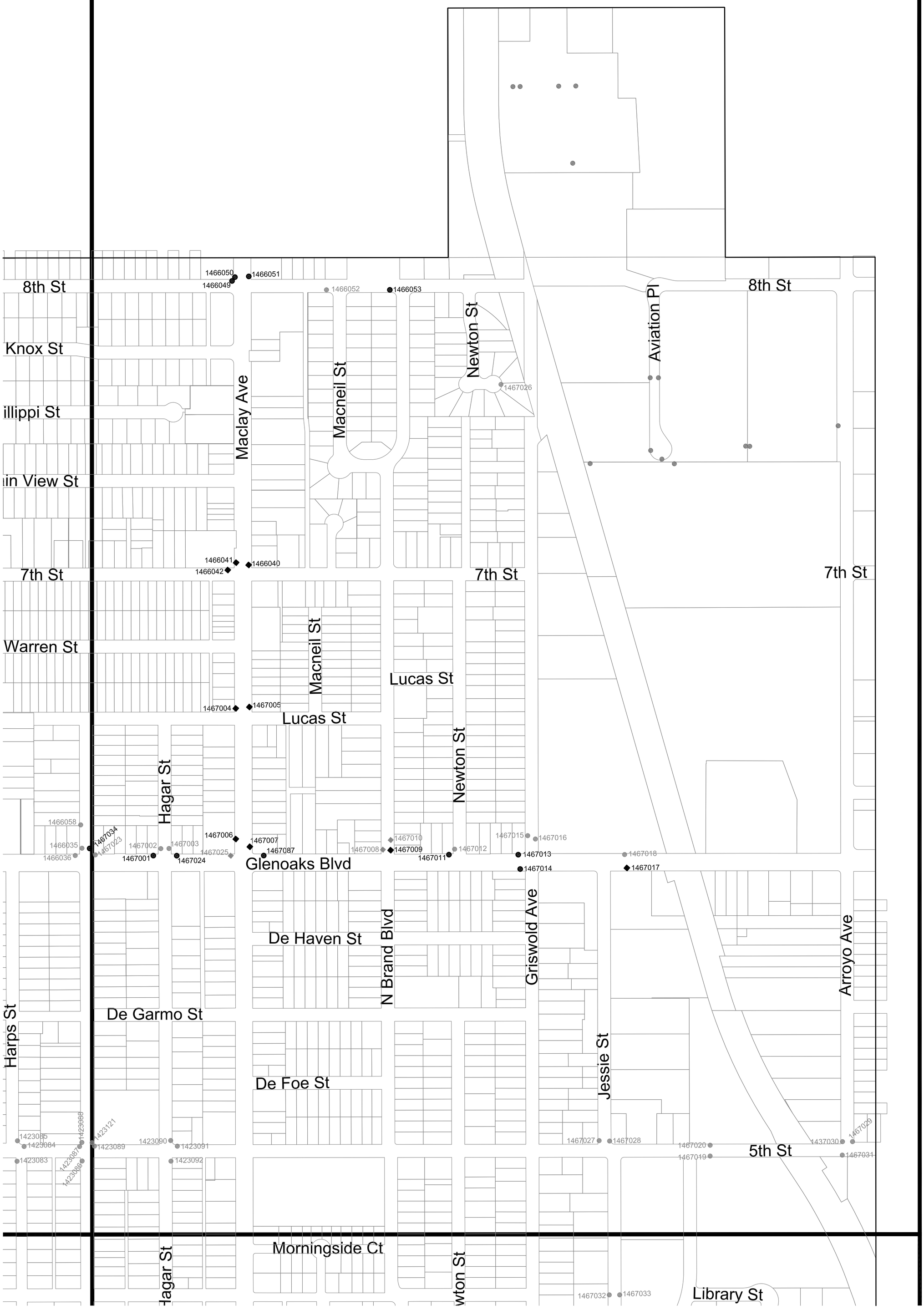


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**CITY OF SAN FERNANDO**
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# 2016 CITYWIDE CATCH BASIN CONNECTOR PIPE SCREEN INSTALLATION - NORTHEAST QUADRANT

ATLAS NO. | REFERENCE DRAWINGS:

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PROJECT NO. 7594
PLAN NO. 721
SHEET 3 OF 5

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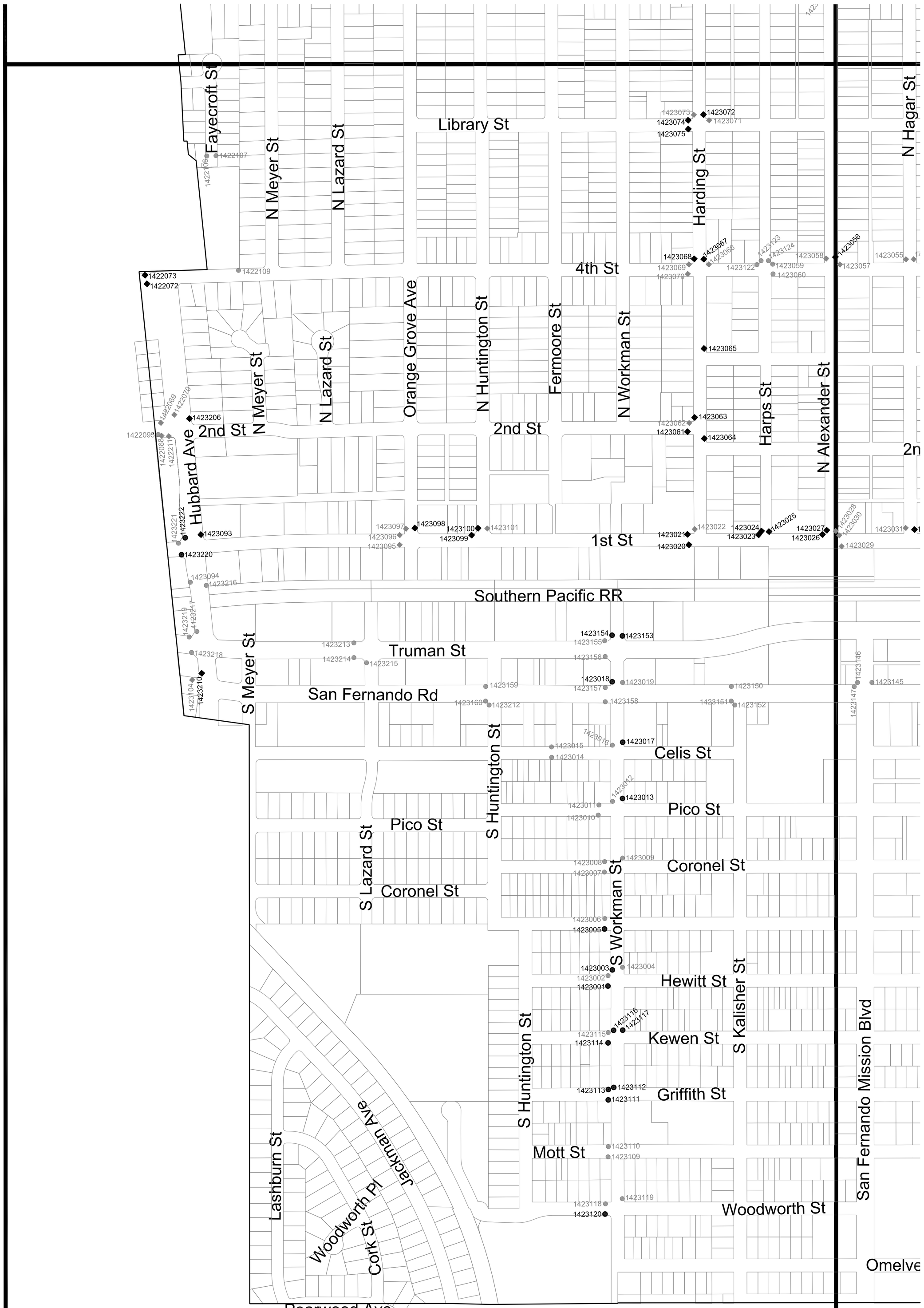
SEE SHEET 2




# QUADRANT 3 - SOUTHWEST

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- *EX. CITY OWNED CATCH BASIN TO BE PROTECTED IN PLACE*
- *COUNTY OWNED CATCH BASIN TO BE RETROFITTED*
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## 2016 CITYWIDE CATCH BASIN CONNECTOR PIPE SCREEN INSTALLATION - SOUTHWEST QUADRANT

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**APPROVED**

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PROJECT NO. 7594
PLAN NO. 721
SHEET 4 OF 5

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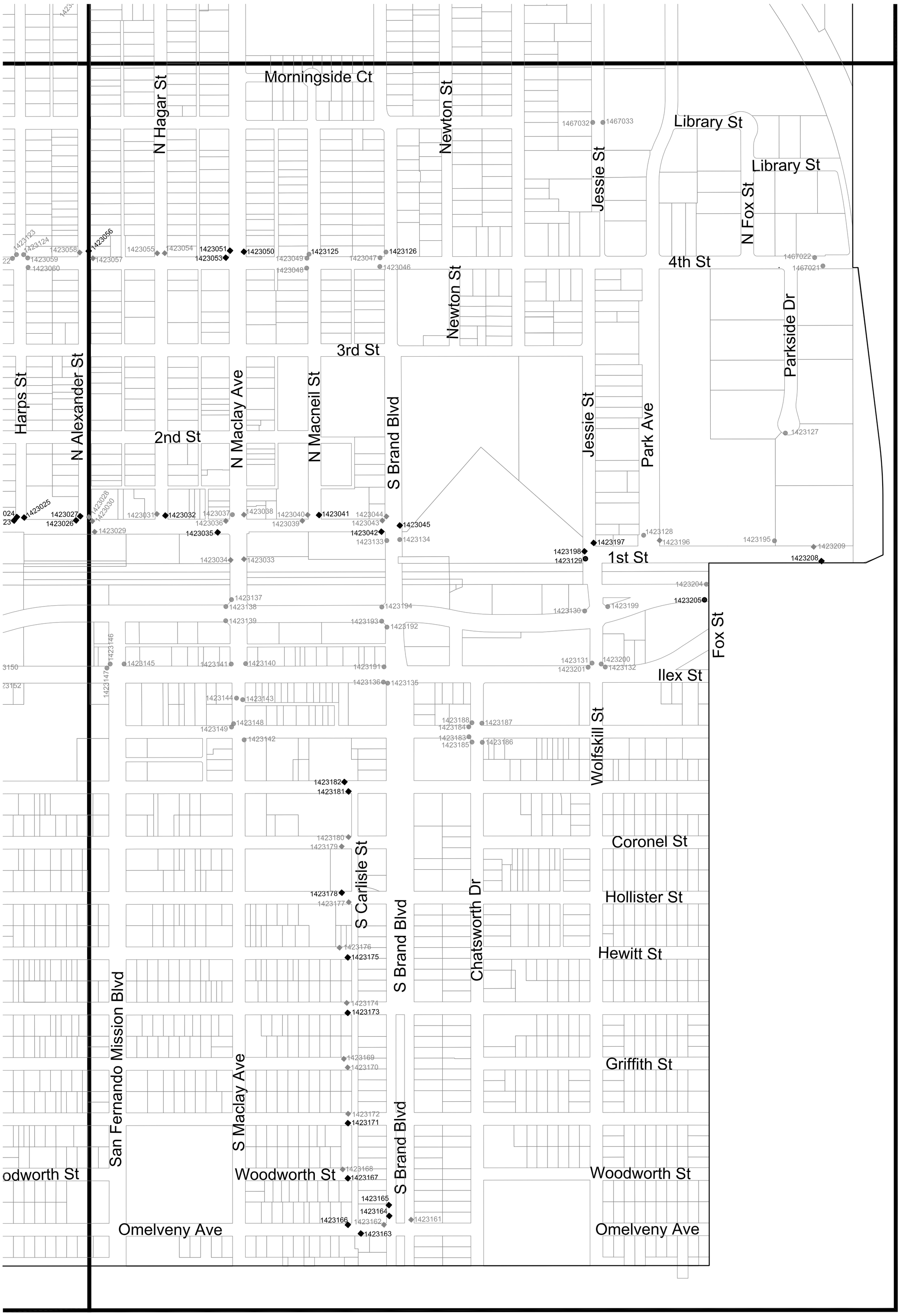


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# QUADRANT 4 - SOUTHEAST

*LEGEND*

- CITY OWNED CATCH BASIN TO BE RETROFITTED
- EX. CITY OWNED CATCH BASIN TO BE PROTECTED IN PLACE
- COUNTY OWNED CATCH BASIN TO BE RETROFITTED
- EX. COUNTY OWNED CATCH BASIN TO BE PROTECTED IN PLACE

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DEPARTMENT OF PUBLIC WORKS

## 2016 CITYWIDE CATCH BASIN CONNECTOR PIPE SCREEN INSTALLATION - SOUTHEAST QUADRANT

| ATLAS NO. | REFERENCE DRAWINGS: |
|---|---|
| **APPROVED** _____ CITY ENGINEER _____ DATE | **DATE:** JUNE 2016 |
| | **SCALE:** NO SCALE |

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PROJECT NO. 7594
PLAN NO. 721
SHEET 5 OF 5

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# APPENDIX B

# CATCH BASIN TABLE

CITY OF SAN FERNANDO
CATCH BASIN INVENTORY SPREADSHEET

| OWNED BY | CATCH BASIN ID | NO. | DRAINS TO | ADDRESS | T.G. | STREET | NEAREST CROSS STREET | LOCATION OF CORNER | NEW DATA | GPS (NORTHING) | GPS (EASTING) | CATCH BASIN WIDTH (FT) [W] | CURB OPENING HEIGHT [X] (IN) | FL TO OUTLET FL [Y] (IN) | V DIM [X+Y] (FT) | INLET PIPE SIZE (IN) | INLET PIPE LOCATION | OUTLET PIPE SIZE (IN) | OUTLET PIPE LOCATION | COMMERCIAL OR INDUSTRIAL AREA | TYPE OF CATCH BASIN | SSPWC STD. PLAN NO. | NUMBER OF GRATES | ARS UNITS INSTALLED | CPS UNIT INSTALLED |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| CITY | 1423 | 1 | East Canyon Channel | 1402 Hewitt St | 482-A7 | Hewitt St | Workman St | sw | N/A | 1926098.24515124 | 6426083.14009073 | 3.5 | 7 | Not accesible | N/A | Not visible | 4 | Not visible | Not visible | No | Curb opening | 300-2 | 0 | Yes | No |
| CITY | 1423 | 3 | East Canyon Channel | 1403 Hewitt St | 482-A7 | Workman St | Hewitt St | nw | N/A | 1926131.36766614 | 6426151.95316833 | 3.5 | 7 | Not accesible | N/A | Not visible | Not visible | Not visible | Not visible | No | Curb opening | 300-2 | 0 | Yes | No |
| CITY | 1423 | 5 | East Canyon Channel | 1404 Hollister St | 482-A7 | Hollister St | Workman St | sw | N/A | 1926280.80620493 | 6426269.40583435 | 7 | 7 | 29 | 3.00 | Not visible | 4 | 21 | 2 | No | Curb opening | 300-2 | 0 | No | No |
| CITY | 1423 | 12 | East Canyon Channel | 1415 Pico St | 482-A7 | Workman St | Pico St | nw | ARS UNIT INSTALLED | 1926635.32764012 | 6426732.91746528 | 3.5 | 7 | Not accesible | N/A | N/A | N/A | Not visible | 4 | No | Curb opening | 300-2 | 0 | Yes | No |
| CITY | 1423 | 13 | East Canyon Channel | 1349 Pico St | 482-A7 | Workman St | Pico St | se | ARS UNIT INSTALLED | 1926609.53901163 | 6426772.77564506 | 3.5 | 7 | Not accesible | N/A | N/A | N/A | Not visible | 4 | No | Curb opening | 300-2 | 0 | Yes | No |
| CITY | 1423 | 17 | East Canyon Channel | 1301 Celis St | 482-A7 | Workman St | Celis St | se | ARS UNIT INSTALLED | 1926777.27430771 | 6426966.96713482 | 3.5 | 7 | Not accesible | N/A | N/A | N/A | Not visible | Not visible | Yes | Curb opening | 300-2 | 0 | Yes | No |
| CITY | 1423 | 18 | East Canyon Channel | 101 S Workman St | 482-A7 | Workman St | San Fernando Rd | nw | ARS UNIT INSTALLED | 1926994.42575631 | 6427143.76884833 | 3.5 | 8 | Not accesible | N/A | Not visible | Not visible | Not visible | Not visible | Yes | Curb opening | 300-2 | 0 | Yes | No |
| CITY | 1423 | 111 | East Canyon Channel | 1404 Griffith St | 481-J7 | Griffith St | Workman St | sw | N/A | 1925756.31563261 | 6425691.9331069 | 3.5 | 7 | Not visible | N/A | Not visible | 4 | Not visible | 2 | No | Curb opening | 300-2 | 0 | Yes | No |
| CITY | 1423 | 113 | East Canyon Channel | 1401 Griffith St | 481-J7 | Workman St | Griffith St | nw | N/A | 1925774.76337668 | 6425751.33707796 | 2 | 0 | 36 | 3.00 | Not visible | Not visible | Not visible | Not visible | No | Curbside Grating | 303-3 | 1 | No | No |
| CITY | 1423 | 114 | East Canyon Channel | 1404 Kewen St | 481-J7 | Kewen St | Workman St | sw | N/A | 1925927.51811129 | 6425887.81047444 | 3.5 | 7 | Not visible | N/A | Not visible | 4 | Not visible | 2 | No | Curb opening | 300-2 | 0 | Yes | No |
| CITY | 1423 | 116 | East Canyon Channel | 1401 Kewen St | 481-J7 | Workman St | Kewen St | nw | N/A | 1925946.158618 | 6425947.62563002 | 2 | 0 | 36 | 3.00 | 18 | 4 | Not visible | Not visible | No | Curbside Grating | 303-3 | 1 | No | No |
| CITY | 1423 | 117 | East Canyon Channel | 1345 Kewen St | 481-J7 | Workman St | Kewen St | se | N/A | 1925915.24407284 | 6425975.37857118 | 3.5 | 7 | 29 | 3.00 | N/A | N/A | 18 | 4 | No | Curb opening | 300-2 | 0 | No | No |
| CITY | 1423 | 120 | East Canyon Channel | 737 S Workman St | 481-J7 | Woodworth St | Workman St | sw | N/A | 1925425.57800975 | 6425289.2004447 | 3.5 | 7 | 35 | 3.50 | Not visible | 4 | 36 | 8 | Yes | Curb opening | 300-2 | 0 | No | No |
| CITY | 1423 | 129 | BI 7001 | 219 Jessie St | 502-B1 | Jessie St | Robert F Kennedy Dr | sw | N/A | 1924786.20727244 | 6429714.7439092 | 7 | 6 | 24 | 3.00 | N/A | N/A | 18 | 6 | Yes | Curb opening | 300-2 | 0 | No | No |
| CITY | 1423 | 153 | East Canyon Channel | 98 S Workman St | 482-A7 | Workman St | Truman St | ne | N/A | 1927096.66841182 | 6427332.39185198 | 15 | 7 | 29 | 3.00 | N/A | N/A | Not visible | Not visible | Yes | Curb opening | 300-2 | 0 | No | No |
| CITY | 1423 | 154 | East Canyon Channel | 1407 S Workman St | 482-A7 | Workman St | Truman St | nw | N/A | 1927134.27345307 | 6427303.77306943 | 3.5 | 7 | Not accesible | N/A | Not visible | Not visible | Not visible | Not visible | Yes | Curb opening | 300-2 | 0 | Yes | No |
| CITY | 1423 | 205 | BI 7001 | 698 Truman St | 502-B1 | Truman St | Fox St | s | N/A | 1924237.02866448 | 6429935.9859247 | 3.5 | 12 | 60 | 6.00 | Not visible | Not visible | Not visible | Not visible | Yes | Curb opening CB w/grating | 302-3 | 1 | No | No |
| CITY | 1423 | 220 | BI 0572 | 2100 Frank Modugno Dr | 482-A6 | Frank Modugno Dr | Hubbard Ave | sw | N/A | 1928858.3250163 | 6426291.85006303 | 14 | 8 | Not accesible | N/A | Not visible | Not visible | Not visible | Not visible | No | Curb opening | 300-2 | 0 | Yes | No |
| CITY | 1423 | 222 | BI 0572 | 2100 Frank Modugno Dr | 482-A6 | Hubbard Ave | Frank Modugno Dr | ne | N/A | 1928896.30052654 | 6426361.25033502 | 10 | 8 | Not accesible | N/A | Not visible | Not visible | Not visible | Not visible | No | Curb opening | 300-2 | 0 | Yes | No |
| CITY | 1466 | 31 | Wilson Canyon Channel | 1173 Orange Grove Ave | 482-C5 | 8th St | Orange Grove Ave | sw | N/A | 1932421.93218856 | 6431882.88006575 | 10 | 7 | 32 | 3.25 | N/A | N/A | Not visible | Not visible | No | Curb opening | 300-2 | 0 | No | No |
| CITY | 1466 | 33 | Wilson Canyon Channel | 1825 8th St | 482-C5 | Orange Grove Ave | 8th St | se | N/A | 1932414.2216834 | 6431980.91248009 | 14 | 7 | 32 | 3.25 | N/A | N/A | 18 | 6 | No | Curb opening | 300-2 | 0 | No | No |
| CITY | 1466 | 39 | Wilson Canyon Channel | 1625 8th St | 482-C5 | Fernmont St | 8th St | ne | N/A | 1931920.90203689 | 6432422.14528921 | 10 | 7 | 29 | 3.00 | N/A | N/A | 18 | 6 | No | Curb opening | 300-2 | 0 | No | No |
| CITY | 1466 | 43 | Wilson Canyon Channel | 1171 Harding Ave | 482-C5 | 8th St | Harding Ave | sw | N/A | 1931425.83904432 | 6432757.26407368 | 7 | 7 | 29 | 3.00 | N/A | N/A | Not visible | 4 | No | Curb opening | 300-2 | 0 | No | No |
| CITY | 1466 | 44 | Wilson Canyon Channel | 1201 Harding Ave | 482-C5 | 8th St | Harding Ave | nw | N/A | 1931452.38599971 | 6432789.56634013 | 3.5 | 7 | 32 | 3.25 | N/A | N/A | Not visible | 4 | No | Curb opening | 300-2 | 0 | No | No |
| CITY | 1466 | 49 | Wilson Canyon Channel | 1201 N Maclay Ave | 482-C5 | 8th St | N Maclay St | nw | N/A | 1930456.61476271 | 6433656.59334709 | 0 | 0 | 36 | 3.00 | Not visible | Not visible | Not visible | Not visible | Yes | Curbside Grating | 303-3 | 1 | No | No |
| CITY | 1466 | 50 | Wilson Canyon Channel | 1201 N Maclay Ave | 482-C5 | N Maclay St | 8th St | nw | N/A | 1930458.12251 | 6433678.46564969 | 0 | 0 | 30 | 2.50 | Not visible | Not visible | Not visible | Not visible | Yes | Curbside Grating | 303-3 | 1 | No | No |
| CITY | 1466 | 51 | Wilson Canyon Channel | 1200 N Maclay Ave | 482-C5 | N Maclay St | 8th St | ne | N/A | 1930412.35719422 | 6433722.57208536 | 7 | 9 | 36 | 3.75 | N/A | N/A | 18 | 6 | Yes | Curb opening | 300-2 | 0 | No | No |
| CITY | 1466 | 53 | Wilson Canyon Channel | 900 8th St | 482-D6 | 8th St | Macneil St | sw | N/A | 1929884.33941621 | 6434099.90752608 | 14 | 7 | 33 | 3.33 | N/A | N/A | Not visible | Not visible | Yes | Curb opening | 300-2 | 0 | No | No |

CITY OF SAN FERNANDO
CATCH BASIN INVENTORY SPREADSHEET

| OWNED BY | CATCH BASIN ID | NO. | DRAINS TO | ADDRESS | T.G. | STREET | NEAREST CROSS STREET | LOCATION OF CORNER | NEW DATA | GPS (NORTHING) | GPS (EASTING) | CATCH BASIN WIDTH (FT) [W] | CURB OPENING HEIGHT [X] (IN) | FL TO OUTLET FL [Y] (IN) | V DIM [X+Y] (FT) | INLET PIPE SIZE (IN) | INLET PIPE LOCATION | OUTLET PIPE SIZE (IN) | OUTLET PIPE LOCATION | COMMERCIAL OR INDUSTRIAL AREA | TYPE OF CATCH BASIN | SSPWC STD. PLAN NO. | NUMBER OF GRATES | ARS UNITS INSTALLED | CPS UNIT INSTALLED |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| CITY | 1467 | 1 | BI 0256 | 1203 Glenoaks Blvd | 482-C6 | Glenoaks Blvd | Hagar St | nw | N/A | 1929002.04917164 | 6431433.76095365 | 3.5 | 6 | Not accesible | N/A | N/A | N/A | 12 | 5 | No | Curb opening | 300-2 | 0 | No | No |
| CITY | 1467 | 11 | BI 0256 | 803 N Glenoaks Blvd | 482-C6 | Glenoaks Blvd | Newton St | ne | N/A | 1927983.05035596 | 6432325.25587881 | 3.5 | 7 | 30 | 3.50 | N/A | N/A | 18 | 6 | No | Curb opening | 300-2 | 0 | No | No |
| CITY | 1467 | 13 | BI 0256 | 703 Glenoaks Blvd | 482-C6 | Glenoaks Blvd | Griswold Ave | ne | N/A | 1927743.39360538 | 6432533.48786764 | 10 | 7 | 41 | 4.00 | N/A | N/A | 18 | 6 | No | Curb opening | 300-2 | 0 | No | No |
| CITY | 1467 | 14 | BI 0256 | 704 Glenoaks Blvd | 482-C6 | Glenoaks Blvd | Griswold Ave | sw | N/A | 1927693.51092064 | 6432489.71611875 | 7 | 7 | 41 | 4.00 | N/A | N/A | Not visible | 4 | No | Curb opening | 300-2 | 0 | No | No |
| CITY | 1467 | 24 | BI 0256 | 1127 Glenoaks Blvd | 482-C6 | Glenoaks Blvd | Hagar St | se | N/A | 1928920.91285767 | 6431503.74651152 | 3.5 | 6 | 30 | 3.50 | N/A | N/A | Not visible | 4 | No | Curb opening | 300-2 | 0 | No | No |
| CITY | 1467 | 34 | BI 0256 | 1227 Glenoaks Blvd | 482-B6 | Alexander St | Glenoaks Blvd | se | N/A | 1929243.6172199 | 6431267.14469871 | 10 | 7 | 50 | 4.75 | N/A | N/A | 18 | 6 | No | Curb opening | 300-2 | 0 | No | No |
| CITY | 1467 | 87 | BI 0256 | 800 N Maclay Ave | 482-C6 | Glenoaks Blvd | Maclay Ave | se | N/A | 1928620.50385793 | 6431765.70859143 | 7 | 7 | 35 | 3.50 | N/A | N/A | Not visible | 4 | Yes | Curb opening | 300-2 | 0 | No | No |
| COUNTY | 1422 | 72 | BI 0572 | 333 N Hubbard Ave | 482-A6 | 4th St | Hubbard St | sw | ARS UNIT INSTALLED | 1929788.18224932 | 6427121.4088075 | 28 | 9 | 39 | 4.00 | N/A | N/A | 21 | 2 | No | Curb opening | 300-2 | 0 | Yes | No |
| COUNTY | 1422 | 73 | BI 0572 | 2101 4th St | 482-A6 | 4th St | Hubbard St | nw | ARS UNIT INSTALLED | 1929820.83102196 | 6427145.42652211 | 28 | 9 | 51 | 5.00 | N/A | N/A | 24 | 6 | No | Curb opening | 300-2 | 0 | Yes | No |
| COUNTY | 1422 | 77 | BI 0256 | 1413 Glenoaks Blvd | 482-B6 | Harding Ave | Glenoaks Blvd | se | N/A | 1929688.62215404 | 6430869.31422977 | 21 | 9 | 63 | 6.00 | 24 | 2 | 33 | 6 | Yes | Curb opening | 300-2 | 0 | No | No |
| COUNTY | 1422 | 82 | BI 0256 | 1500 Glenoaks Blvd | 482-B6 | Glenoaks Blvd | Harding Ave | sw | N/A | 1929698.19412273 | 6430747.75883704 | 21 | 9 | 57 | 5.50 | N/A | N/A | 21 | 4 | Yes | Curb opening | 300-2 | 0 | No | No |
| COUNTY | 1422 | 83 | BI 0256 | 1500 Glenoaks Blvd | 482-B6 | Glenoaks Blvd | Harding Ave | sw | N/A | 1929725.87772025 | 6430723.6679617 | 14 | 9 | 51 | 5.00 | N/A | N/A | 18 | 4 | Yes | Curb opening | 300-2 | 0 | No | No |
| COUNTY | 1422 | 84 | BI 0256 | 1823 Glenoaks Blvd | 482-B5 | Orange Grove Ave | Glenoaks Blvd | se | N/A | 1930682.57476364 | 6429996.27828789 | 21 | 8 | 40 | 4.00 | 33 | 2 | 33 | 5 | No | Curb opening | 300-2 | 0 | No | No |
| COUNTY | 1422 | 87 | BI 0256 | 213 Glenoaks Blvd | 482-B5 | Glenoaks Blvd | Orange Grove Ave | ne | N/A | 1930728.55427021 | 6429928.58382732 | 3.5 | 10 | 29 | 3.25 | N/A | N/A | 18 | 4 | No | Curb opening | 300-2 | 0 | No | No |
| COUNTY | 1422 | 88 | BI 0256 | 1900 Glenoaks Blvd | 482-B5 | Glenoaks Blvd | Orange Grove Ave | sw | N/A | 1930691.90477176 | 6429882.01691428 | 7 | 9 | 36 | 3.75 | N/A | N/A | 18 | 3 | No | Curb opening | 300-2 | 0 | No | No |
| COUNTY | 1422 | 89 | BI 0256 | 1900 Glenoaks Blvd | 482-B5 | Glenoaks Blvd | Orange Grove Ave | sw | N/A | 1930735.3404054 | 6429842.73150881 | 15 | 9 | 30 | 3.25 | N/A | N/A | 21 | 4 | No | Curb opening | 300-2 | 0 | No | No |
| COUNTY | 1422 | 90 | BI 0256 | 2070 Glenoaks Blvd | 482-B5 | Glenoaks Blvd | Hubbard St | s | N/A | 1931464.54743426 | 6429162.49912333 | 21 | 10 | 47 | 4.75 | N/A | N/A | 24 | 3 | Yes | Curb opening | 300-2 | 0 | No | No |
| COUNTY | 1422 | 91 | BI 0256 | 2055 Glenoaks Blvd | 482-B5 | Glenoaks Blvd | Hubbard St | n | N/A | 1931491.17900163 | 6429213.39778799 | 21 | 10 | 47 | 4.75 | N/A | N/A | 24 | 4 | Yes | Curb opening | 300-2 | 0 | No | No |
| COUNTY | 1423 | 20 | BI 0572 | 1500 1st St | 482-A7 | 1st St | Harding Ave | sw | N/A | 1927140.5237124 | 6427845.28061636 | 28 | 7 | 59 | 5.50 | N/A | N/A | 21 | 3 | Yes | Curb opening | 300-2 | 0 | No | No |
| COUNTY | 1423 | 21 | BI 0572 | 101 Harding Ave | 482-A7 | 1st St | Harding Ave | ne | N/A | 1927176.36123273 | 6427877.08475363 | 28 | 8 | 58 | 5.50 | N/A | N/A | 21 | 6 | Yes | Curb opening | 300-2 | 0 | No | No |
| COUNTY | 1423 | 23 | BI 0572 | 1409 1st St | 482-A7 | 1st St | Harps St | ne | N/A | 1926930.37978972 | 6428088.2639537 | 3.5 | 12 | 24 | 3.00 | N/A | N/A | 15 | 5 | Yes | Curb opening | 300-2 | 0 | No | No |
| COUNTY | 1423 | 24 | BI 0572 | 1409 1st St | 482-A7 | Harps St | 1st St | nw | N/A | 1926931.24329844 | 6428110.09893373 | 7 | 9 | 27 | 3.00 | N/A | N/A | 15 | 3 | Yes | Curb opening | 300-2 | 0 | No | No |
| COUNTY | 1423 | 25 | BI 0572 | 1409 1st St | 482-A7 | Harps St | 1st St | se | N/A | 1926903.78109166 | 6428130.56527787 | 7 | 7 | 38 | 3.75 | N/A | N/A | 15 | 7 | Yes | Curb opening | 300-2 | 0 | No | No |
| COUNTY | 1423 | 26 | BI 7001 | 1321 1st St | 482-A7 | 1st St | Alexander St | ne | N/A | 1926711.03076233 | 6428280.41203237 | 3.5 | 12 | 24 | 3.00 | N/A | N/A | 15 | 4 | Yes | Curb opening | 300-2 | 0 | No | No |
| COUNTY | 1423 | 27 | BI 7001 | 1321 1st St | 482-A7 | Alexander St | 1st St | nw | N/A | 1926709.00325574 | 6428308.08884396 | 10 | 11 | 40 | 4.25 | 24 | 4 | 18 | 2 | Yes | Curb opening | 300-2 | 0 | No | No |
| COUNTY | 1423 | 32 | BI 7001 | 100 N Hagar St | 482-A7 | Hagar St | 1st St | se | N/A | 1926409.14836903 | 6428573.09695511 | 10 | 11 | 49 | 5.00 | 18 | 4 | 18 | 7 | Yes | Curb opening | 300-2 | 0 | No | No |
| COUNTY | 1423 | 35 | BI 7001 | 77 N Maclay Ave | 482-B7 | 1st St | Maclay Ave | sw | N/A | 1926171.84060815 | 6428674.37431304 | 3.5 | 10 | 38 | 4.00 | N/A | N/A | 18 | 4 | Yes | Curb opening | 300-2 | 0 | No | No |
| COUNTY | 1423 | 41 | BI 7001 | 120 N Macneil St | 482-B7 | Macniel St | 1st St | se | N/A | 1925865.71340787 | 6429048.4249988 | 3.5 | 11 | 58 | 5.75 | 18 | 4 | 18 | 6 | Yes | Curb opening | 300-2 | 0 | No | No |
| COUNTY | 1423 | 42 | BI 7001 | 900 1st St | 482-B7 | 1st St | Brand Blvd | sw | N/A | 1925593.20197429 | 6429181.6856848 | 3.5 | 8 | 34 | 3.50 | N/A | N/A | 18 | 4 | Yes | Curb opening | 300-2 | 0 | No | No |
| COUNTY | 1423 | 45 | BI 7001 | 130 N Brand Blvd | 482-B7 | Brand Blvd | 1st St | se | N/A | 1925547.09205076 | 6429260.43526238 | 21 | 10 | 35 | 3.75 | N/A | N/A | 18 | 6 | Yes | Curb opening | 300-2 | 0 | No | No |
| COUNTY | 1423 | 50 | BI 0572 | 400 N Maclay Ave | 482-B7 | Maclay Ave | 4th St | se | N/A | 1926944.27015024 | 6429751.13278578 | 21 | 8 | 64 | 6.00 | N/A | N/A | 18 | 5 | Yes | Curb opening | 300-2 | 0 | No | No |
| COUNTY | 1423 | 51 | BI 0572 | 403 N Maclay Ave | 482-B7 | Maclay Ave | 4th St | nw | N/A | 1926996.81588568 | 6429712.08340321 | 14 | 8 | 40 | 4.00 | N/A | N/A | 18 | 2 | Yes | Curb opening | 300-2 | 0 | No | No |
| COUNTY | 1423 | 53 | BI 0572 | 1102 4th St | 482-B7 | 4th St | Maclay Ave | nw | N/A | 1926990.3156075 | 6429674.14118642 | 3.5 | 12 | 24 | 3.00 | N/A | N/A | 18 | 4 | Yes | Curb opening | 300-2 | 0 | No | No |
| COUNTY | 1423 | 56 | BI 0572 | 403 N Alexander St | 482-B7 | Alexander St | 4th St | se | N/A | 1927494.37758237 | 6429268.61823744 | 7 | 12 | 36 | 4.00 | N/A | N/A | 18 | 6 | No | Curb opening | 300-2 | 0 | No | No |
| COUNTY | 1423 | 61 | BI 0572 | 143 Harding Ave | 482-A7 | 2nd St | Harding Ave | sw | N/A | 1927483.77733427 | 6428230.53698181 | 14 | 10 | 38 | 4.00 | N/A | N/A | 18 | 1 | No | Curb opening | 300-2 | 0 | No | No |
| COUNTY | 1423 | 63 | BI 0572 | 203 Harding Ave | 482-A7 | Harding Ave | 2nd St | nw | N/A | 1927501.75578935 | 6428300.8603514 | 7 | 10 | 38 | 4.00 | N/A | N/A | 15 | 4 | No | Curb opening | 300-2 | 0 | No | No |
| COUNTY | 1423 | 64 | BI 0572 | 202 Harding Ave | 482-A7 | Harding Ave | 2nd St | se | N/A | 1927405.36281164 | 6428257.32823043 | 3.5 | 10 | 26 | 3.00 | N/A | N/A | 15 | 4 | No | Curb opening | 300-2 | 0 | No | No |
| COUNTY | 1423 | 65 | BI 0572 | 302 Harding Ave | 482-A6 | Harding Ave | 3rd St | se | N/A | 1927675.93389533 | 6428566.68256126 | 3.5 | 10 | 30 | 3.33 | N/A | N/A | 15 | 4 | No | Curb opening | 300-2 | 0 | No | No |
| COUNTY | 1423 | 67 | BI 0572 | 400 Harding Ave | 482-B6 | Harding Ave | 4th St | se | N/A | 1927944.28873894 | 6428873.73985712 | 3.5 | 9 | 27 | 3.00 | N/A | N/A | 15 | 4 | No | Curb opening | 300-2 | 0 | No | No |
| COUNTY | 1423 | 68 | BI 0572 | 1503 4th St | 482-B6 | Harding Ave | 4th St | nw | N/A | 1927977.94967443 | 6428846.10460931 | 3.5 | 9 | 33 | 3.50 | N/A | N/A | 15 | 4 | No | Curb opening | 300-2 | 0 | No | No |

CITY OF SAN FERNANDO
CATCH BASIN INVENTORY SPREADSHEET

| OWNED BY | CATCH BASIN ID | NO. | DRAINS TO | ADDRESS | T.G. | STREET | NEAREST CROSS STREET | LOCATION OF CORNER | NEW DATA | GPS (NORTHING) | GPS (EASTING) | CATCH BASIN WIDTH (FT) [W] | CURB OPENING HEIGHT [X] (IN) | FL TO OUTLET FL [Y] (IN) | V DIM [X+Y] (FT) | INLET PIPE SIZE (IN) | INLET PIPE LOCATION | OUTLET PIPE SIZE (IN) | OUTLET PIPE LOCATION | COMMERCIAL OR INDUSTRIAL AREA | TYPE OF CATCH BASIN | SSPWC STD. PLAN NO. | NUMBER OF GRATES | ARS UNITS INSTALLED | CPS UNIT INSTALLED |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| COUNTY | 1423 | 72 | BI 0572 | 502 Harding Ave | 482-B6 | Harding Ave | Library St | se | N/A | 1928378.07802658 | 6429370.42850241 | 3.5 | 9 | 39 | 4.00 | N/A | N/A | 15 | 4 | No | Curb opening | 300-2 | 0 | No | No |
| COUNTY | 1423 | 74 | BI 0572 | 1501 Library St | 482-B6 | Library St | Harding Ave | ne | N/A | 1928413.92127253 | 6429305.09914811 | 7 | 7 | 35 | 3.50 | N/A | N/A | 15 | 6 | No | Curb opening | 300-2 | 0 | No | No |
| COUNTY | 1423 | 75 | BI 0572 | 457 Harding Ave | 482-B6 | Library St | Harding Ave | sw | N/A | 1928387.15059374 | 6429275.33375661 | 21 | 7 | 41 | 4.00 | N/A | N/A | 18 | 2 | No | Curb opening | 300-2 | 0 | No | No |
| COUNTY | 1423 | 76 | BI 0572 | 1500 5th St | 482-B6 | 5th St | Harding Ave | sw | N/A | 1928819.62850173 | 6429771.05858874 | 28 | 9 | 75 | 7.00 | 24 | 6 | 30 | 1 | No | Curb opening | 300-2 | 0 | No | No |
| COUNTY | 1423 | 78 | BI 0572 | 1503 5th St | 482-B6 | 5th St | Harding Ave | ne | N/A | 1928848.68836929 | 6429805.18054289 | 28 | 9 | 75 | 7.00 | 24 | 2 | 30 | 5 | No | Curb opening | 300-2 | 0 | No | No |
| COUNTY | 1423 | 93 | BI 0572 | 100 N Hubbard Ave | 482-A6 | Hubbard Ave | 1st St | se | N/A | 1928851.7106498 | 6426419.22629339 | 3.5 | 9 | 27 | 3.00 | N/A | N/A | 15 | 4 | Yes | Curb opening | 300-2 | 0 | No | No |
| COUNTY | 1423 | 98 | BI 0732 | 1825 1st St | 482-A6 | Orange Grove Ave | 1st St | se | N/A | 1928134.53230587 | 6427082.27587326 | 21 | 12 | 60 | 6.00 | N/A | N/A | 21 | 4 | Yes | Curb opening | 300-2 | 0 | No | No |
| COUNTY | 1423 | 99 | BI 0732 | 1803 1st St | 482-A6 | 1st St | Huntington St | ne | N/A | 1927917.56853046 | 6427227.95119356 | 2.75 | 10 | 23 | 2.75 | N/A | N/A | 18 | 4 | Yes | Curb opening | 300-2 | 0 | No | No |
| COUNTY | 1423 | 100 | BI 0732 | 1803 1st St | 482-A6 | Huntington St | 1st St | nw | N/A | 1927916.02197616 | 6427270.97521853 | 7 | 12 | 69 | 6.75 | 18 | 4 | 18 | 2 | Yes | Curb opening | 300-2 | 0 | No | No |
| COUNTY | 1423 | 163 | BI 7050 (F1730) | 910 Omelveny Ave | 502-A1 | Omelveny Ave | Carlisle St | sw | N/A | 1923501.24395457 | 6426628.11927353 | 10 | 10 | 32 | 3.50 | N/A | N/A | 18 | 3 | No | Curb opening | 300-2 | 0 | No | No |
| COUNTY | 1423 | 164 | BI 7050 (F1730) | 767 S Brand Blvd | 502-A1 | Brand Blvd | Omelveny Ave | nw | N/A | 1923454.84541725 | 6426777.90431853 | 21 | 8 | 34 | 3.50 | N/A | N/A | 18 | 4 | No | Curb opening | 300-2 | 0 | No | No |
| COUNTY | 1423 | 165 | BI 7050 (F1730) | 757 S Brand Blvd | 502-A1 | Brand Blvd | Omelveny Ave | nw | N/A | 1923489.58701099 | 6426815.29008964 | 14 | 8 | 34 | 3.50 | N/A | N/A | 18 | 4 | No | Curb opening | 300-2 | 0 | No | No |
| COUNTY | 1423 | 166 | BI 7050 (F1730) | 1001 Omelveny Ave | 502-A1 | Omelveny Ave | Carlisle St | ne | N/A | 1923574.26260802 | 6426618.99793255 | 3.5 | 9 | 30 | 3.25 | N/A | N/A | 18 | 6 | No | Curb opening | 300-2 | 0 | No | No |
| COUNTY | 1423 | 167 | BI 7050 (F1730) | 1002 Woodworth St | 502-A1 | Woodworth St | Carlisle St | sw | N/A | 1923717.85804288 | 6426783.90243839 | 7 | 10 | 56 | 5.50 | 18 | 5 | 18 | 2 | No | Curb opening | 300-2 | 0 | No | No |
| COUNTY | 1423 | 171 | BI 7050 (F1730) | 1002 Mott St | 502-A1 | Mott St | Carlisle St | sw | N/A | 1923887.59794307 | 6426979.80376871 | 7 | 10 | 62 | 6.00 | 18 | 4 | 18 | 1 | No | Curb opening | 300-2 | 0 | No | No |
| COUNTY | 1423 | 173 | BI 7050 (F1730) | 1000 Kewen St | 502-A1 | Kewen St | Carlisle St | sw | N/A | 1924228.62408569 | 6427370.42864759 | 7 | 10 | 56 | 5.50 | 18 | 4 | 18 | 1 | No | Curb opening | 300-2 | 0 | No | No |
| COUNTY | 1423 | 175 | BI 7050 (F1730) | 1000 Hewitt St | 502-A1 | Hewitt St | Carlisle St | sw | N/A | 1924399.37784521 | 6427567.30778702 | 10 | 10 | 38 | 4.00 | 18 | 5 | 18 | 1 | No | Curb opening | 300-2 | 0 | No | No |
| COUNTY | 1423 | 178 | BI 7050 (F1730) | 1001 Hollister St | 502-A1 | Hollister St | Carlisle St | ne | N/A | 1924620.32580574 | 6427778.55208954 | 3.5 | 10 | 32 | 3.50 | N/A | N/A | 18 | 5 | Yes | Curb opening | 300-2 | 0 | No | No |
| COUNTY | 1423 | 181 | BI 7050 (F1730) | 998 Pico St | 582-A7 | Pico St | Carlisle St | sw | N/A | 1924908.64483519 | 6428158.49804601 | 3.5 | 10 | 29 | 3.25 | N/A | N/A | 18 | 2 | Yes | Curb opening | 300-2 | 0 | No | No |
| COUNTY | 1423 | 182 | BI 7050 (F1730) | 317 S Brand Blvd | 502-A1 | Pico St | Carlisle St | ne | N/A | 1924952.23187973 | 6428179.67139852 | 7 | 10 | 32 | 3.50 | N/A | N/A | 18 | 4 | Yes | Curb opening | 300-2 | 0 | No | No |
| COUNTY | 1423 | 197 | BI 7001 | 219 Jessie St | 502-B1 | Jessie St | Robert F Kennedy Dr | se | N/A | 1924805.6665432 | 6429796.33806093 | 14 | 12 | 36 | 4.00 | N/A | N/A | 18 | 6 | Yes | Curb opening | 300-2 | 0 | No | No |
| COUNTY | 1423 | 198 | BI 7001 | 60 Jessie St | 502-B1 | Jessie St | Robert F Kennedy Dr | nw | N/A | 1924812.38418297 | 6429737.98908886 | 14 | 12 | 30 | 3.50 | N/A | N/A | 18 | 3 | Yes | Curb opening | 300-2 | 0 | No | No |
| COUNTY | 1423 | 206 | BI 0572 | 277 N Hubbard Ave | 482-A6 | Hubbard Ave | 2nd St | se | N/A | 1929238.61557043 | 6426784.50214435 | 3.5 | 10 | 26 | 3.00 | N/A | N/A | 15 | 4 | No | Curb opening | 300-2 | 0 | No | No |
| COUNTY | 1423 | 208 | BI 7001 | 535 Robert F Kennedy Dr | 502-B1 | Robert F Kennedy Dr | Park Ave | sw | N/A | 1923941.67878155 | 6430434.15609421 | 3.5 | 12 | 24 | 3.00 | N/A | N/A | 18 | 4 | Yes | Curb opening | 300-2 | 0 | No | No |
| COUNTY | 1423 | 210 | BI 0572 | 1753 San Fernando Rd | 481-J6 | Hubbard Ave | San Fernando Rd | se | N/A | 1928433.59281544 | 6425943.99155612 | N/A | N/A | 36 | 3.00 | N/A | N/A | Not visible | 4 | Yes | Curbside Grating | 303-3 | 1 | No | No |
| COUNTY | 1466 | 40 | MTD 0569 | 1000 N Maclay Ave | 482-C6 | Maclay Ave | 7th St | ne | N/A | 1929545.69279994 | 6432724.80848779 | 14 | 8 | 34 | 3.50 | N/A | N/A | 18 | 5 | Yes | Curb opening | 300-2 | 0 | No | No |
| COUNTY | 1466 | 41 | MTD 0569 | 1001 N Maclay Ave | 482-C6 | Maclay Ave | 7th St | nw | N/A | 1929596.13447508 | 6432695.12643592 | 14 | 7 | 35 | 3.50 | N/A | N/A | 18 | 3 | Yes | Curb opening | 300-2 | 0 | No | No |
| COUNTY | 1466 | 42 | MTD 0569 | 1001 N Maclay Ave | 482-C6 | 7th St | Maclay Ave | nw | N/A | 1929602.74035919 | 6432644.47482128 | 3.5 | 7 | 41 | 4.00 | N/A | N/A | 18 | 5 | Yes | Curb opening | 300-2 | 0 | No | No |
| COUNTY | 1467 | 4 | MTD 0569 | 901 N Maclay Ave | 482-C6 | Maclay Ave | Lucas St | nw | N/A | 1929159.27031603 | 6432190.12100567 | 14 | 7 | 41 | 4.00 | N/A | N/A | 18 | 4 | Yes | Curb opening | 300-2 | 0 | No | No |
| COUNTY | 1467 | 5 | MTD 0569 | 904 N Maclay Ave | 482-C6 | Maclay Ave | Lucas St | se | N/A | 1929116.44541548 | 6432236.06446201 | 14 | 8 | 34 | 3.50 | N/A | N/A | 18 | 4 | Yes | Curb opening | 300-2 | 0 | No | No |
| COUNTY | 1467 | 6 | BI 0256 | 807 N Maclay Ave | 482-C6 | Maclay Ave | Glenoaks Blvd | nw | N/A | 1928766.82023591 | 6431739.01064925 | 14 | 8 | 52 | 5.00 | N/A | N/A | 18 | 3 | Yes | Curb opening | 300-2 | 0 | No | No |
| COUNTY | 1467 | 7 | BI 0256 | 800 N Maclay Ave | 482-C6 | Maclay Ave | Glenoaks Blvd | se | N/A | 1928695.03386368 | 6431754.31163354 | 14 | 8 | 40 | 4.00 | N/A | N/A | 24 | 7 | Yes | Curb opening | 300-2 | 0 | No | No |
| COUNTY | 1467 | 9 | BI 0256 | 802 N Brand Blvd | 482-C6 | Brand Blvd | Glenoaks Blvd | se | N/A | 1928197.97814238 | 6432165.52712376 | 7 | 9 | 57 | 5.50 | 18 | 2 | 24 | 7 | No | Curb opening | 300-2 | 0 | No | No |
| COUNTY | 1467 | 17 | BI 0256 | 640 Glenoaks Blvd | 482-C7 | Glenoaks Blvd | Jessie St | sw | N/A | 1927327.94900061 | 6432814.00075284 | 15 | 7 | 53 | 5.00 | 6 | 8 | 18 | 7 | Yes | Curb opening | 300-2 | 0 | No | No |

# APPENDIX C

# LA COUNTY PERMIT REQUIREMENTS

# Attachment A (cont.)
# Connector Pipe Screen (CPS) Requirements

CPS units prevent trash and debris from entering the storm drain system during dry weather and moderate storm flows by keeping the trash and debris inside the CB.

CPS units shall be designed to retain all trash larger than 5 mm (0.197 inch) in the CB, and shall comply with the following items:

1. CPS units shall be sized, fabricated, and installed conforming to the configurations shown in Appendices: A-1, A-2, A-3, A-4, B-1, and B-2.
2. CPS units shall not interfere with the operation of an existing or proposed ARS.
3. CPS units shall have a sufficient structural integrity to withstand a lateral force of standing water (62.4 $lb/ft^3$) within the CB area when the screen becomes 100% clogged. CPS units shall be bolted to the CB walls.
4. CPS units shall be configured with deflector plates or screens preventing trash from falling between the screen and connector pipe. The deflector plate shall be designed to withstand a vertical load of 10 lbs per square foot.
5. The gap at the bottom, sides, and joints of CPS units shall not exceed 5 mm (0.197 inch).
6. The perimeter of CPS units shall include a structural frame for stiffness, a bolting surface for fastening to the CB wall, and support for the opening referred to as the "bypass ($H_b$)" (see Appendix A-1).
7. All CPS parts/components must be sized to fit through the catch basin's (CB's) manhole opening and/or CB curb opening.
8. When CPS units encroach more than 4 inches into the manhole opening, the Contractor shall install a Removable CPS. The Removable CPS shall be designed and installed with a removable panel allowing access into the CB. The removable panel shall be easily disengaged from the rest of CPS assembly upon entry or from the outside of the CB. The Contractor shall submit shop drawings for review and approval of the Agency. It is the responsibility of the Contractor to field verify all submitted CB locations, dimensions, configurations, and operational conditions.
9. The CPS frame shall be fabricated from S-304 stainless steel, or an Agency approved equal stainless steel alloy. The Structural members shall have a minimum thickness of 3/16 inches.
10. The CPS screen shall be fabricated from perforated metal of Type S-304 stainless steel, or an Agency approved equal stainless steel alloy. The screen shall have a minimum thickness of fourteen (14) gauge (0.0781 inch) The geometrical opening shape shall have a diameter of 5 mm (0.197 inch).

# Attachment A (cont.)

11. The screen material used shall have at least 45% open area.
12. Any edge of the CPS that is not flush with the wall or floor of the CB shall be smooth with no prongs or jagged edges.
13. The assembly bolts, screws, nuts, and washers shall be fabricated entirely from S-316 stainless steel. The concrete anchor bolts shall use a Red Head Multi-Set II drop-in anchor, SSRM-38, with Type S-316 stainless steel threaded rods, nuts and washers, or Agency approved equal.

**Preliminary Measurements.** The Contractor shall make detailed measurements of each CB's location, dimension, configuration, and operational condition, including the size and location of the connector pipe, for the proper fabrication of the devices. The Contractor shall submit written records of this information to the District for review and approval prior to fabrication of the CPS units. Improper fabrication of devices due to errors in the measurements shall be corrected at the Contractor's expense.

**Cleaning of Existing Catch Basins.** The Contractor shall furnish all materials, equipment, tools and labor to cleanout (i.e. remove and dispose of all debris from within and around) all CBs in which CPS units will be installed under this Contract to the maintenance standards specified. Cleanout shall also include the CB connector pipe openings and the first 6 feet thereof. The CB shall be clean at the time of the CPS installation. Any trash and debris that accumulates between the dates the CB is cleaned and the date the device is installed shall be removed prior to installation of the device at the Contractor's expense.

**Maintenance Conditions and Maintenance Standards.** Following are deficiencies in maintenance conditions and their corresponding maintenance standards which shall apply to this Contract. The cleanout of each CB shall meet the maintenance standards listed as follows:

| | Description of Maintenance Condition Deficiency | Description of Maintenance Standard |
|---|---|---|
| 1. | Trash and debris located immediately in front of curb opening or side opening of CB, and on top or between metal grates of grated CB. | No trash and debris located immediately in front of CB opening, and on top or between metal grates. |
| 2. | Vegetation growing across and/or blocking the basin opening. | No vegetation blocking CB opening. |
| 3. | Trash and debris in the CB. | No trash and debris within the CB. |
| 4. | Trash and debris in the connector pipe opening, upstream or downstream. | No trash and debris in connector pipe opening and/or in the connector pipe for a distance of 6 feet from the opening. |

# Attachment A (cont.)

Trash and debris shall include, but is not limited to, mud, vegetation, and garbage. Upon completion of a cleanout operation at a CB and before leaving it, the Contractor shall sweep the top surface of the CB and the area 2 feet around the CB, and shall remove any trash and debris resulting from the cleanout operations. No debris is to be left at a CB for future pick-up.

**Method of Removal.** All trash and debris required to be removed from the CBs shall be removed in a manner to be determined by the Contractor. The Contractor shall not allow any trash or debris to enter the connector pipe or main line as a result of the cleanout operations.

**Debris Disposal.** All trash and debris removed under this Contract shall become the property of the Contractor and shall be legally disposed of away from the CB sites. The Contractor is responsible for proper disposal of the trash and debris, including obtaining approvals from all jurisdictional agencies, as applicable. The contractor shall be responsible for contacting and coordinating with LA County Animal Care and Control for pickup and disposal of dead animals. However, the Contractor shall be responsible for removing any dead animal from inside a CB. A list of local Animal Care and Control offices may be obtained at:

http://animalcare.lacounty.gov/wps/portal/acc/aboutus/care_centers.

**Staff Gauge.** The contractor shall paint a staff gauge per Appendix A-2. The staff gauge shall be located such that it is visible through the CB curb opening or grating.

# Attachment B
# Field Testing of ARS Units

**Onsite Test.** Each unit shall be manually operated upon completion of the installation to ensure that the screen and all moving parts move freely and the screen locks securely in the closed position. Units that are determined by Public Works to be malfunctioning shall be repaired or replaced at the sole expense of the Contractor.

All of the catch basins (CBs) in which ARS units were installed will be tested using water supplied from a fire hydrant or water truck. The Contractor shall be responsible for providing the source of water, including written approval from the water agency if a hydrant is used. Sufficient water shall be provided to cause the ARS units to open with no other assistance as follows:

Flowing Water Test

1. Sandbags shall be placed around the catch basin's (CB's) curb opening to allow the water to pond in front of the catch basin (CB) to a depth of 3 inches, measured from the flow line of the CB curb opening local depression. The sandbags shall be located 5 feet upstream and downstream of the end of the local depression. Sandbags shall also be placed 7 feet from and parallel to the CB curb face.

2. An impermeable rigid membrane/barrier shall be placed covering the CB curb opening to allow the water to pond in front of the CB. The membrane/barrier shall be capable of sealing the CB curb opening without leakage so that the water ponds to the depth required.

3. Once the water reaches the depth described herein, the impermeable membrane shall be removed in one quick and continuous motion to allow the ponded water to instantaneously enter the CB and cause the ARS unit to open. A continuous flow of water shall be provided for at least two minutes after the initial opening of the ARS unit in sufficient quantity to maintain the device open. At the end of the two minutes, the flow of the water shall be stopped and the device shall fully close automatically prior to or immediately after the flow into the CB stops.

4. This process shall be successfully completed at least two consecutive times without adjustments and/or calibration between trials.

5. Any ARS unit that do not open, close, and lock closed automatically under the test conditions, described herein, shall be repaired or replaced at the sole expense of the Contractor and retested. This process shall be repeated until the failed device passes the test at the sole expense of the Contractor.

# ATTACHMENT C

**1.** A minimum of five (5) working days Notice to the District's designated representative prior to Preconstruction Meeting. A Preconstruction meeting is required before commencement of the Work authorized under this Permit.

**2.** The Permittee shall provide a Construction Schedule to District's field representative before starting work on this Permit. The schedule shall indicate the Catch Basins (CBs) that the Permittee will complete each week, identified by the assigned Identification Number listed in the attached "LOS ANGELES COUNTY FLOOD CONTROL DISTRICT CATCH BASIN IDENTIFICATION LIST". Also, Permittee shall submit to the District's designated representative a paper copy of the updated Construction Schedule on the first working day of each month.

**3.** County will be administering the Catch Basin (CB) Cleanout contracts within the City that may take place concurrent with City's Project. Work on District's CBs, under County Contract, shall have priority and/or testing be completed without interruption.

**4.** Permittee shall coordinate with the District's designated representative to schedule inspection for selected CBs. The District designated representative will select the CBs to be inspected and/or tested.

**5.** Permittee shall be responsible for enforcing Section 7-10 PUBLIC CONVENIENCE AND SAFETY of the GREENBOOK, (e.g. Traffic and Access, Safety, Confined Spaces etc.). The inspection provided by the District shall not be construed as a Safety Inspection.

**6.** Upon Completion of the installations and testing, Permittee shall produce Inspection Records for each CB.

**7.** Any damage resulting from the Permittee's operations shall be restored and/or repaired at Permittee's expense and to the satisfaction of the District's field representative.

**8.** When removing and reinstalling the CB manhole covers, the Permittee shall grease all CB manhole cover screws with a high temperature thread lubricant and seal grease (Jet-Cube by Koper-Kote or equal). Unusable, damaged, and/or missing screws or bolts shall be replaced with new ones meeting the requirements specified in applicable Standard Plans as directed by the District's field representative. If the CB manhole cover screws are frozen (e.g. rusted in place), the Contractor shall remove the frozen cover screws. If during their removal the manhole covers or screws should become damaged, it shall be the Contractor's responsibility to replace them in accordance with the applicable standard plan and to re-drill and tap new holes, if necessary.

**9.** Permittee shall be responsible for collecting the retaining trash and debris within the street by street sweeping and other equipment.

# ATTACHMENT C (cont.)

**10.** Permittee shall furnish eight (8) copies of a Technical Manual for ARS and CPS Units and eight (8) electronic copies on CD-Rom in Portable Document Format (PDF). The Technical Manual shall be submitted prior to field acceptance of the permitted work. Each manual shall, at minimum, include the following:

- **a.** Title Sheet.
- **b.** Table of Contents.
- **c.** Manufacturer, supplier, spare parts, and servicing location information including name, address, phone number of the manufacturer and local representative.
- **d.** Recommended installation, adjustment, calibration and troubleshooting procedures.
- **e.** Lubrication recommended if applicable.
- **f.** Recommended preventive maintenance and maintenance procedure.
- **g.** Complete parts list, by generic title and identification number, with isometric views and schematics of each assembly.
- **h.** Recommended spare parts list and list of special tools and equipment required for O&M.
- **i.** Disassembly, overhaul, reassembly, and realignment instructions.
- **j.** A discussion of the warranty and how to obtain warranty service.

**11.** ARS and CPS units shall be covered by a three (3) year manufacturer's warranty starting on the date of acceptance of the work authorized under this Permit by the District. The warranty shall cover the units against corrosion, excessive wearing of moving parts, and operational malfunction. The manufacturer shall provide, at no cost to the District, all labor, material, and equipment required to repair or replace the units during the warranty period, including but not limited to calibration and adjustment of moving parts to ensure the units operate properly.

**12.** Detailed shop drawings for the ARS and CPS units shall be submitted to the District. No ARS and/or CPS unit fabrication shall start until the shop drawings are approved by the District. The Shop Drawings must clearly describe the details and mechanical operation of the ARS and CPS Units, and, at a minimum, must contain:

# ATTACHMENT C (cont.)

**a.** Drawings descriptions and details of the units.

**b.** Materials used.

**c.** Connection details.

**d.** Assembly details.

**e.** Mounting details.

**f.** Dimensions of all parts.

**g.** Any other information needed to manufacture, install, and use the units.

**h.** Correct title of the City Project.

**i.** Names of the City and Permit Number(s).

**13.** Upon completion of the contract, the City must submit an as-built spreadsheet, for each permit, containing the following data:

**a.** County approved ARS and/or CPS manufacturer name and contact information.

**b.** ARS and/or CPS name and model.

**c.** For each CB:

**i.** City CB No.

**ii.** County CB No.

**iii.** County Drain Name.

**iv.** Street Name.

**v.** Nearest cross street.

**vi.** Thomas Guide page and grid.

**vii.** GPS coordinates.

**viii.** CB type (SPPWC Std. Plan No.).

**ix.** W dimension.

**x.** Grate dimension and quantity.

**xi.** V dimension.

**xii.** Curb face height.

**xiii.** Listing of ARS units installed and/or not installed.

**xiv.** Listing of CPS units installed and/or not installed.

# ATTACHMENT C (cont.)

**14.** No ARS units shall be installed in any CB in a sump. Any location where CB is found to be in a sump, in a cul-de-sac, or with flow entering the basin from two opposing directions, must be removed from the project.

**15.** ARS and CPS units must be regularly inspected and serviced. Additionally, to ensure the effectiveness of CPS units, CBs must be cleaned when the trash/ debris level is at the 40% mark, as shown on Appendix A-2: Staff Gauge and as stenciled on the CB wall.

COUNTY OF LOS ANGELES
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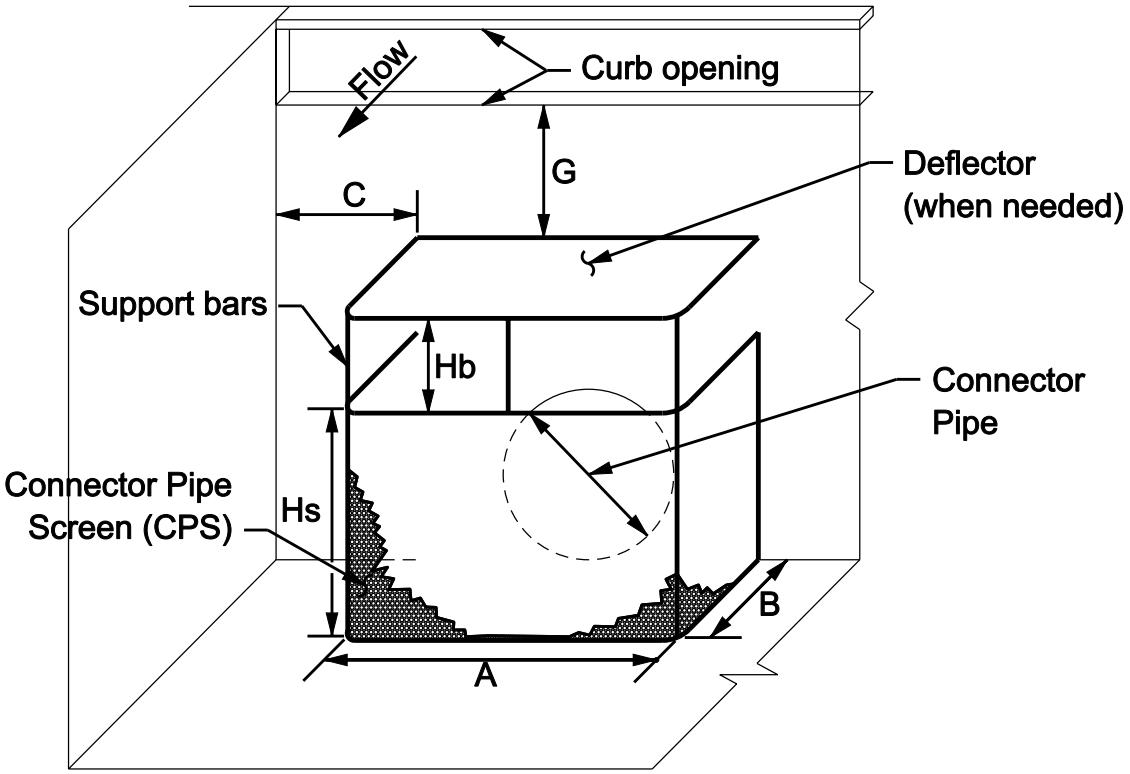
# APPENDIX A-1: CPS CONFIGURATION




CATCH BASIN INTERIOR VIEW
(Not to scale)

| | |
|---|---|
| CPS Length | L = A + 2B |
| CPS Height | Hs |
| Bypass Height | Hb |
| Minimum Wall Clearance | C = 4 inches |
| Minimum Interior Spacing | B = 10 inches |
| Minimum Distance from Street Flow Line | G |

NOTES

1. The CPS shown above is for illustrative purposes only. The catch basin connector pipe location and the shape and design of the CPS may deviate from the above example.
2. For L, Hs, Hb, and G values see attached CPS sizing Table 1.

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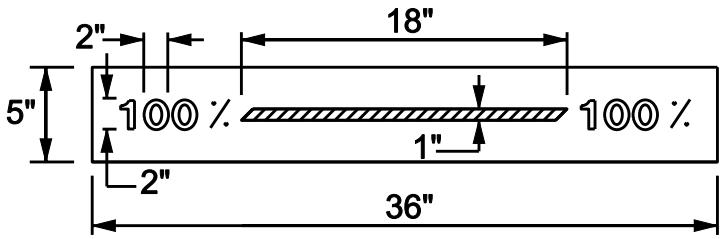
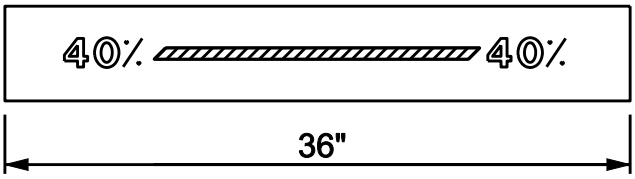
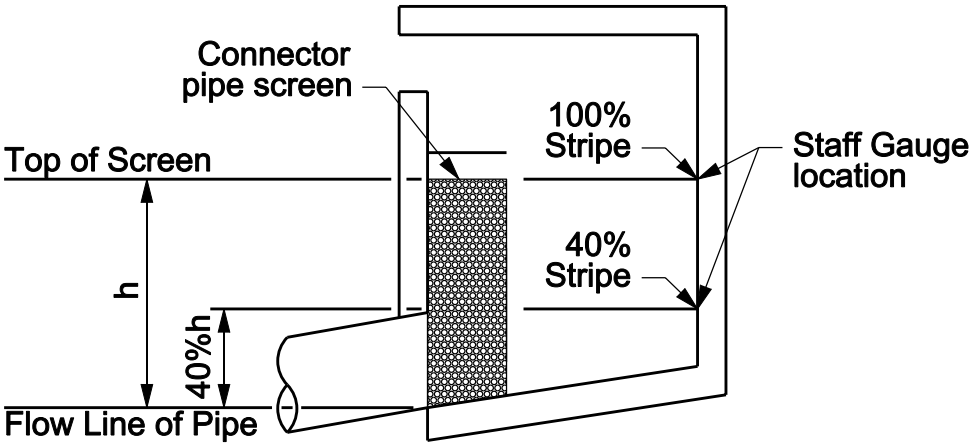
# APPENDIX A-2: STAFF GAUGE




100% STRIPE
(Red Stripe and Numbers on White Background)




40% STRIPE
(Red Stripe and Numbers on White Background)




EXAMPLE LAYOUT

**"THE PAINT TYPE AND SPECIFICATIONS MUST BE SUBMITTED TO THE DISTRICT FOR REVIEW AND APPROVAL PRIOR TO USE."**

1. The Contractor shall paint a staff gauge as shown on an externally visible interior wall of each catch basin.

2. The Contractor shall paint red stripes and numbers on white background labeling 40% and 100% screen height as shown above.

3. Surfaces must be clean, dry and free from all contaminants including rust that may impair adhesion.

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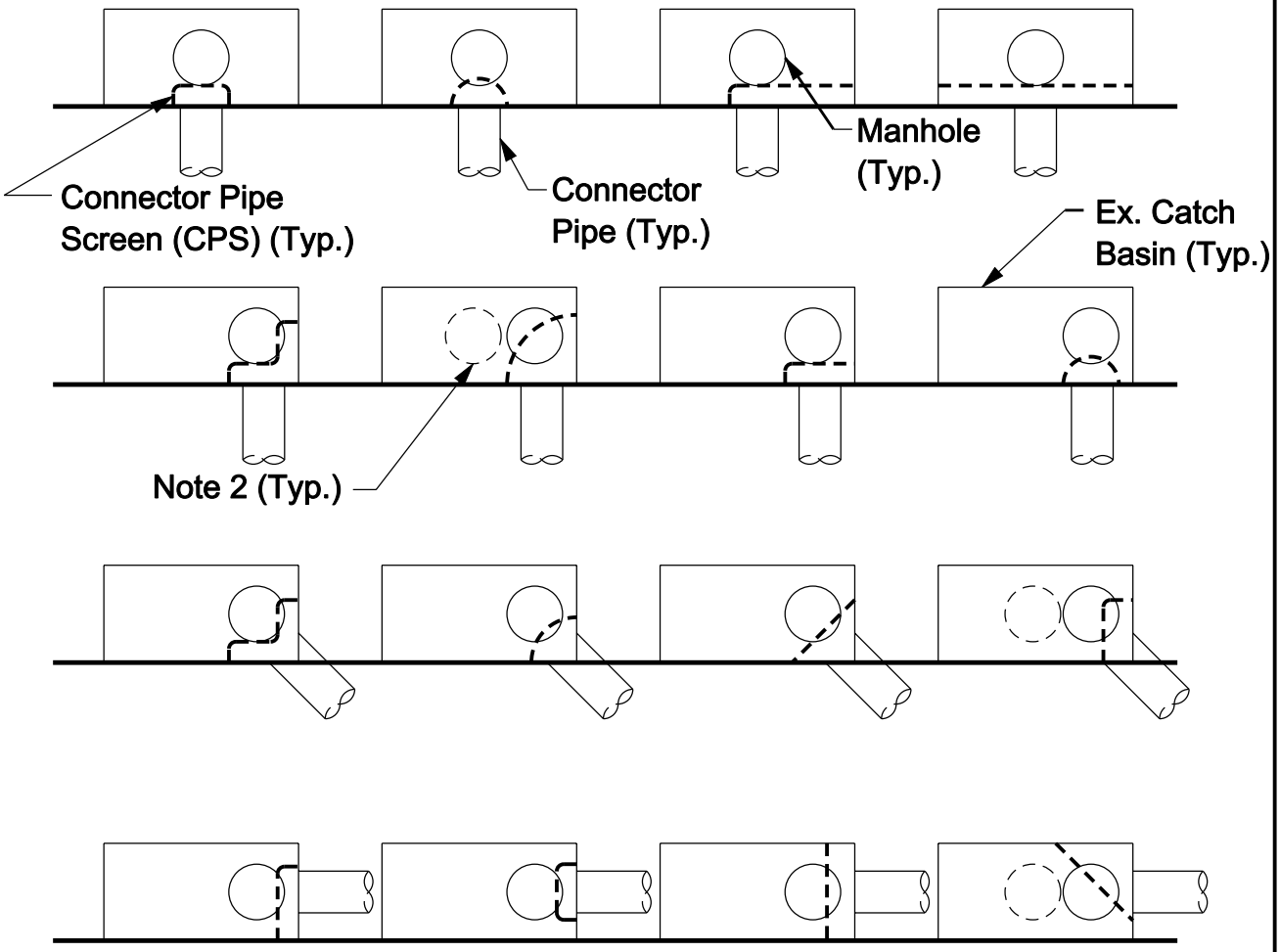
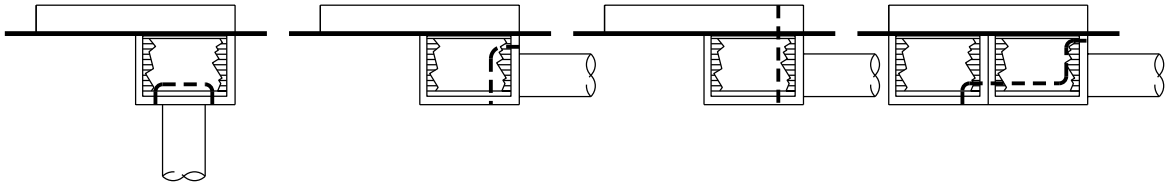
# APPENDIX A-3: EXAMPLE CPS LAYOUTS

## CURB OPENING CATCH BASINS (TYPES 300, 306)




## CURB OPENING CATCH BASINS WITH GRATES (TYPES 301, 302)



NOTES: 1. The CPS configurations shown above are for illustrative purposes only. This is not a comprehensive list.

2. When the CPS unit enchoaches more than 4 iches into the manhole opening, the Contractor shall install a Removable CPS unit per Attachment A, CPS Requirements, item 8.

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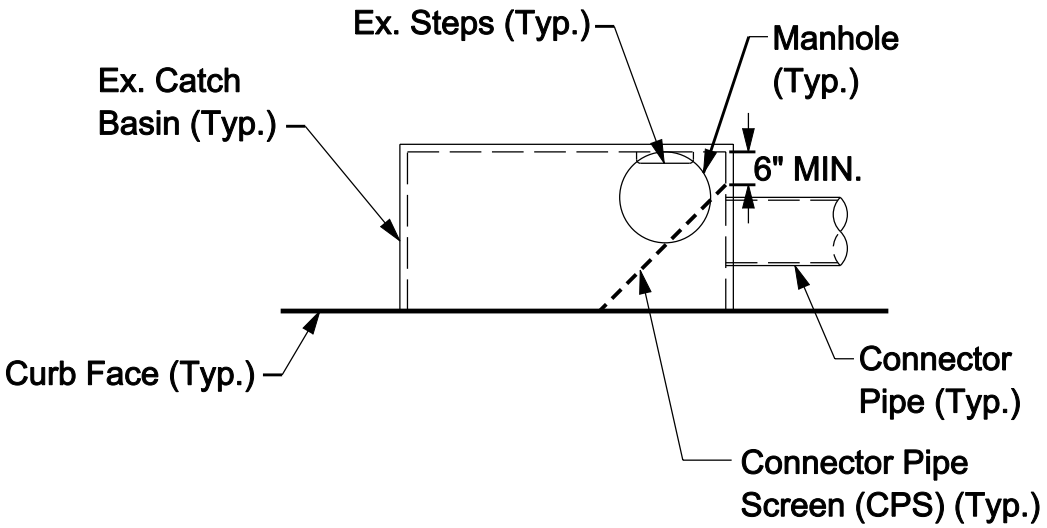
# APPENDIX A-3: EXAMPLE CPS LAYOUTS (CONT.)

## CURB OPENING CATCH BASINS (TYPES 300)




NOTES:

1. The CPS configurations shown above are for illustrative purposes only. This is not a comprehensive list.

2. The CPS unit shall not enchroach more than 4 inches into the manhole opening.

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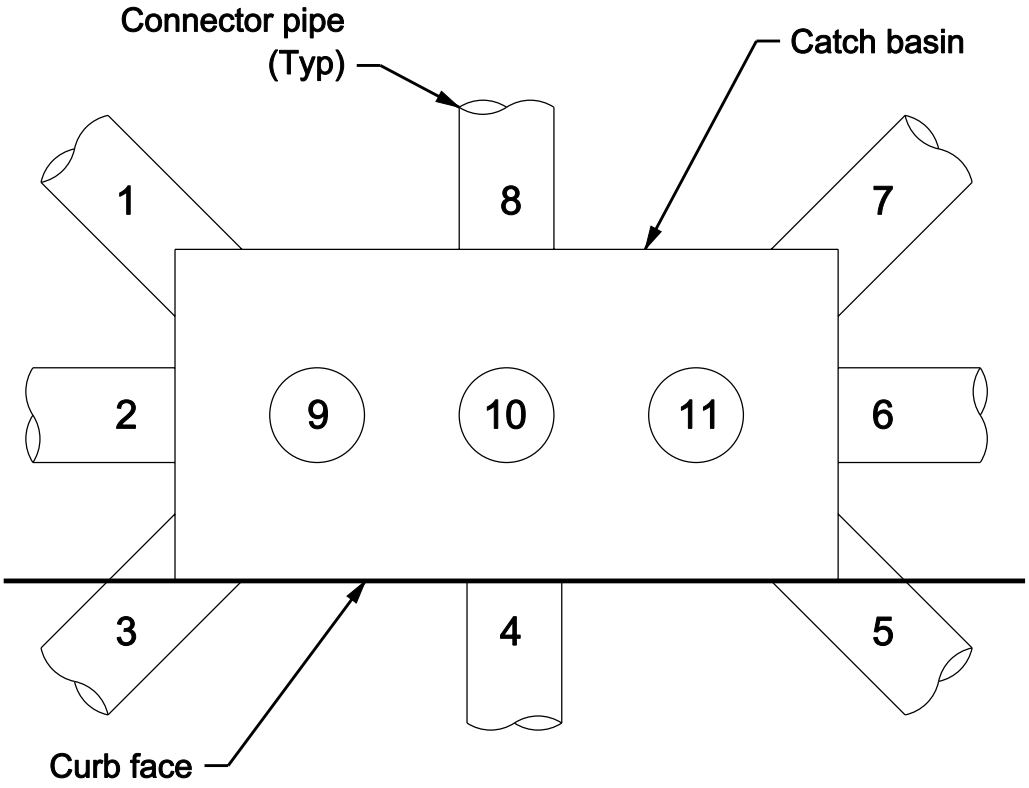
# APPENDIX A-4: CONNECTOR PIPE LOCATION KEY




NOTE

1. This illustration shall be used to identify the location of a catch basin's connector pipe. The number chosen shall be that which most nearly represents the actual location of the connector pipe.

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# APPENDIX B-1: CPS SIZING TABLE FOR NON-SUMP CONDITIONS

## TABLE 1

| Catch Basin Type | V-Depth (ft) | CB Width (ft) | No. Grates | MINIMUM Bypass Height $H_b$ (in) | Screen Height $H_s$ (in) | MINIMUM Screen Length L (ft) | G (in) |
|---|---|---|---|---|---|---|---|
| 300 | 2.5 (30 inch) | 3.5 | - | 8 | 8 | 3.0 | 4 |
| | | 7 | | | | 4.0 | |
| | | 10 | | | | 6.0 | |
| | | 14 | | | | 7.0 | |
| | 2.67 (32 inch) | 3.5 | - | 8 | 10 | 3.0 | 4 |
| | | 7 | | | | 4.0 | |
| | | 10 | | | | 6.0 | |
| | | 14 | | | | 7.0 | |
| | 2.83 (34 inch) | 3.5 | - | 8 | 12 | 3.0 | 4 |
| | | 7 | | | | 4.0 | |
| | | 10 | | | | 6.0 | |
| | | 14 | | | | 6.0 | |
| | | 21 | | | | 7.0 | |
| | 3.0 (36 inch) | 3.5 | - | 8 | 12 | 3.0 | 6 |
| | | 7 | | | | 4.0 | |
| | | 10 | | | | 6.0 | |
| | | 14 | | 8 | 14 | 6.0 | 4 |
| | | 21 | | | | 7.0 | |
| | | 28 | | | | 8.0 | |
| | 3.5 (42 inch) | 3.5 | - | 8 | 18 | 3.0 | 6 |
| | | 7 | | | | 4.0 | |
| | | 10 | | | | 6.0 | |
| | | 14 | | | | 6.0 | |
| | | 21 | | 10 | 16 | 7.0 | |
| | | 28 | | | | 8.0 | |
| | 4.0 (48 inch) | 3.5 | - | 12 | 20 | 3.0 | 6 |
| | | 7 | | | | 4.0 | |
| | | 10 | | | | 6.0 | |
| | | 14 | | | | 6.0 | |
| | | 21 | | | | 7.0 | |
| | | 28 | | | | 8.0 | |
| | 4.5 (54 inch) or greater | 3.5 | - | 12 | 24 | 3.0 | ≥8 |
| | | 7 | | | | 4.0 | |
| | | 10 | | | | 6.0 | |
| | | 14 | | | | 6.0 | |
| | | 21 | | | | 7.0 | |
| | | 28 | | | | 8.0 | |

* for CBs with v-depth less than given value above, contact the District for Hb, Hs, L, and G values.

# APPENDIX B-1: CPS SIZING TABLE FOR NON-SUMP CONDITIONS

## TABLE 1

| Catch Basin Type | V-Depth (ft) | CB Width (ft) | No. Grates | MINIMUM Bypass Height $H_b$ (in) | Screen Height $H_s$ (in) | MINIMUM Screen Length L (ft) | G (in) |
|---|---|---|---|---|---|---|---|
| 301 | 3.0 (36 inch) | 7 | 1 | 8 | 10 | 4.0 | 10 |
| | | 10 | 2 | | | 5.0 | |
| | | 14 | 1 | | | 4.0 | |
| | | 14 | 2 | | | 5.0 | |
| | 3.5 (42 inch) | 7 | 1 | 10 | 12 | 4.0 | 12 |
| | | 10 | 2 | | | 5.0 | |
| | | 14 | 1 | | | 4.0 | |
| | | 14 | 2 | | | 5.0 | |
| | 4.0 (48 inch) | 7 | 1 | 12 | 15 | 4.0 | 13 |
| | | 10 | 2 | | | 5.0 | |
| | | 14 | 1 | | | 4.0 | |
| | | 14 | 2 | | | 5.0 | |
| | 4.5 (54 inch) or greater | 7 | 1 | 12 | 18 | 4.0 | ≥16 |
| | | 10 | 2 | | | 5.0 | |
| | | 14 | 1 | | | 4.0 | |
| | | 14 | 2 | | | 5.0 | |
| 302 | 3.0 (36 inch) | - | 1 | 9 | 9 | 2.5 | 10 |
| | | - | 2 | | | 4.0 | |
| | | - | 3 | | | 5.0 | |
| | 3.5 (42 inch) | - | 1 | 10 | 12 | 2.5 | 12 |
| | | - | 2 | | | 4.0 | |
| | | - | 3 | | | 5.0 | |
| | 4.0 (48 inch) or greater | - | 1 | 10 | 18 | 2.5 | ≥12 |
| | | - | 2 | | | 4.0 | |
| | | - | 3 | | | 5.0 | |
| 303 | 3.0 (36 inch) | - | 1 | 9 | 9 | 2.5 | 10 |
| | | - | 2 | | | 4.0 | |
| | | - | 3 | | | 5.0 | |
| | 3.5 (42 inch) | - | 1 | 10 | 12 | 2.5 | 12 |
| | | - | 2 | | | 4.0 | |
| | | - | 3 | | | 5.0 | |
| | 4.0 (48 inch) | - | 1 | 12 | 16 | 2.5 | 12 |
| | | - | 2 | | | 4.0 | |
| | | - | 3 | | | 5.0 | |
| | 4.5 (54 inch) or greater | - | 1 | 12 | 22 | 2.5 | ≥12 |
| | | - | 2 | | | 4.0 | |
| | | - | 3 | | | 5.0 | |

* for CBs with v-depth less than given value above, contact the District for Hb, Hs, L, and G values.

# APPENDIX B-2: CPS SIZING TABLE FOR SUMP CONDITIONS WITH NO ARS

## TABLE 2

| Catch Basin Type | V-Depth (ft) | CB Width (ft) | No. Grates | MINIMUM Bypass Height $H_b$ (in) | Screen Height $H_s$ (in) | MINIMUM Screen Length L (ft) | G (in) |
|---|---|---|---|---|---|---|---|
| 300 | 2.5 (30 inch) | 3.5 | - | 8 | 8 | 4.0 | 6 |
| | 2.67 (32 inch) | 3.5 | - | 8 | 10 | 4.0 | 6 |
| | 2.83 (34 inch) | 3.5 | - | 9 | 11 | 3.0 | 6 |
| | | 7 | - | 9 | 11 | 5.5 | |
| | 3.0 (36 inch) | 3.5 | - | 10 | 12 | 3.0 | 6 |
| | | 7 | - | | | 5.0 | |
| | 3.5 (42 inch) | 3.5 | - | 12 | 16 | 3.0 | 6 |
| | | 7 | - | | | 5.0 | |
| | | 10 | - | 14 | 14 | 6.0 | 6 |
| | | 14 | - | | | 7.0 | |
| | 4.0 (48 inch) | 3.5 | - | 16 | 18 | 3.0 | 6 |
| | | 7 | - | | | 4.0 | |
| | | 10 | - | | | 6.0 | |
| | | 14 | - | | | 6.0 | |
| | | 21 | - | 18 | 16 | 7.0 | 6 |
| | | 28 | - | | | 10.0 | |
| | 4.5 (54 inch) | 3.5 | - | 16 | 18 | 3.0 | 12 |
| | | 7 | - | | | 4.0 | |
| | | 10 | - | | | 6.0 | |
| | | 14 | - | | | 6.0 | |
| | | 21 | - | 18 | 16 | 7.0 | 12 |
| | | 28 | - | | | 8.0 | |
| | 5.0 (60 inch) or greater | 3.5 | - | 16 | 18 | 3.0 | 18 |
| | | 7 | - | | | 4.0 | |
| | | 10 | - | | | 6.0 | |
| | | 14 | - | | | 6.0 | |
| | | 21 | - | 18 | 16 | 7.0 | 18 |
| | | 28 | - | | | 8.0 | |

* for CBs with v-depth less than given value above, contact the District for Hb, Hs, L, and G values.

# APPENDIX B-2: CPS SIZING TABLE FOR SUMP CONDITIONS WITH NO ARS

## TABLE 2

| Catch Basin Type | V-Depth (ft) | CB Width (ft) | No. Grates | MINIMUM Bypass Height $H_b$ (in) | Screen Height $H_s$ (in) | MINIMUM Screen Length L (ft) | G (in) |
|---|---|---|---|---|---|---|---|
| 301 | 3.5 (42 inch) | 7 | 1 | 14 | 10 | 4.0 | 7 |
| | 4.0 (48 inch) | 7 | 1 | 16 | 12 | 6.0 | 9 |
| | | 10 | 2 | | | 4.0 | |
| | 4.5 (54 inch) | 7 | 1 | 18 | 14 | 6.0 | 9 |
| | | 10 | 2 | | | 5.0 | |
| | | 14 | 1 | | | | |
| | | 14 | 2 | | | 6.0 | |
| | 5.0 (60 inch) or greater | 7 | 1 | 18 | 16 | 4.0 | 14 |
| | | 10 | 2 | | | 6.0 | |
| | | 14 | 1 | | | 5.0 | |
| | | 14 | 2 | | | 6.0 | |
| 302 | ≤4.0 (48 inch) | - | 1 | NOT APPLICABLE | | | |
| | 4.0 (48 inch) | - | 2 | 14 | 8 | 2.5 | 18 |
| | | - | 3 | | | 6.0 | |
| | 4.5 (54 inch) or greater | - | 1 | 16 | 8 | 2.5 | 22 |
| | | - | 2 | 16 | 10 | 5.0 | 20 |
| | | - | 3 | | | 7.0 | |
| | 5.0 (60 inch) or greater | - | 1 | 16 | 12 | 2.5 | 24 |
| | | - | 2 | | | 5.0 | |
| | | - | 3 | | | 7.0 | |
| 303 | 3.5 (42 inch) | - | 1 | 13 | 8 | 2.5 | 13 |
| | | - | 2 | | | 5.0 | |
| | 4.0 (48 inch) | - | 1 | 13 | 11 | 2.5 | 16 |
| | | - | 2 | | | 5.0 | |
| | | - | 3 | | | 7.0 | |
| | 4.5 (54 inch) or greater | - | 1 | 16 | 12 | 2.5 | 18 |
| | | - | 2 | 14 | 14 | 5.0 | |
| | | - | 3 | | | 7.0 | |

* for CBs with v-depth less than given value above, contact the District for Hb, Hs, L, and G values.

THE CITY OF SAN FERNANDO

**ATTACHMENT "B"**
**CONTRACT NO. 1831**

# CONSTRUCTION CONTRACT/AGREEMENT

## UNITED STORM WATER, INC.

2016 Citywide Catch Basin Connector Pipe Screen Installation, Job No. 7594, Plan No. P-721

THIS AGREEMENT, made and entered into this 18th day of July, 2016, by and between CITY OF SAN FERNANDO, a municipal corporation of the State of California, hereinafter referred to as "CITY" and United Storm Water, Inc. "CONTRACTOR."

WITNESSETH:

That the CITY and the CONTRACTOR, for the consideration hereinafter named, mutually agree as follows:

1. The complete contract consists of the Contract Documents which includes all of the following documents incorporated herein by this reference: Approved **2016 Citywide Catch Basin Connector Pipe Screen Installation, Job No. 7594, Plan No. P-721**, Notice Inviting Bids, Instructions to Bidders, Contractor's Proposal, Contract/Agreement, Special Provisions, Technical Provisions, and all modifications and amendments thereto.

2. CONTRACTOR shall perform everything required to be performed, shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the following work of improvement: **2016 Citywide Catch Basin Connector Pipe Screen Installation, Job No. 7594, Plan No. P-721** (the "Work of Improvement") all in accordance with the Contract Documents and Contractor's Proposal dated July 7, 2016 .

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

3. CITY agrees to pay and CONTRACTOR agrees to accept in full payment for this Work of Improvement the stipulated sum of Fifty-One Thousand Six Hundred Twenty Dollars and No Cents ($ 51,620.00 ).

CITY agrees to make monthly payments and final payment in accordance with the method set forth in the Specifications.

4. CONTRACTOR agrees to commence construction of the Work of Improvement within ten (10) days after issuance of a Notice To Proceed, and to continue in a diligent and workman-like manner without interruption, and to complete the construction thereof within **twenty-five (25)** working days from the date the Notice to Proceed is issued.

5. Time is of essence of this Contract, and it is agreed that it would be impracticable or extremely difficult to ascertain the extent of actual loss or damage which the CITY will sustain by reason of any delay in the performance of this Agreement. It is, therefore, agreed that CONTRACTOR will pay as liquidated damages to the CITY the following sum: Five Hundred Dollars ($500.00) for each day's delay beyond the time herein prescribed for finishing work. If liquidated damages are not paid, as designated by the CITY, the CITY may deduct the amount thereof from any money due or that may become due the CONTRACTOR under this Agreement in addition to any other remedy available to CITY. The CONTRACTOR shall not be assessed liquidated damages for any delay caused by the failure of a public utility to relocate or remove an existing utility required for the performance of this Contract.

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

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

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

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

> The CITY may hold retainage from the prime CONTRACTOR and provide for prompt and regular incremental acceptances of portions of the contract, pay retainage to

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

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

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

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

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

IN WITNESS WHEREOF, the said CONTRACTOR and the CITY ADMINISTRATOR and CITY CLERK of the CITY have caused the names of said parties to be affixed hereto, each in triplicate, the day and year first above written.

CONTRACTOR

BY _____

Title

BY _____

Title

CITY OF SAN FERNANDO
A Municipal Corporation

BRIAN SAEKI
CITY MANAGER

ATTEST:

ELENA G. CHAVEZ
CITY CLERK

APPROVED AS TO FORM:

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

# PERFORMANCE BOND

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

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

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

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

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals the _____ day of _____, 2016, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by each party's undersigned representative, pursuant to authority of its governing body.

_____
(Principal)

ATTEST:

_____
(Address)

_____ _____
(By)

_____ _____
(Title)

_____
(Surety)

ATTEST:

_____
(Address)

_____ _____
(By)

_____ _____
(Title)

(To be filled in by Surety)

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

Total amount of premium charge is $_____.

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

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

_____

_____

_____

# PAYMENT (LABOR AND MATERIAL) BOND

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

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

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

The condition of this obligation is such that, if said Principal or his or its subcontractors, or the heirs, executors, administrators, successors or assigns thereof, shall fail to pay any of the persons named in Section 3181 of the Civil Code of the State of California for any materials, provisions, provender or other supplies used in, upon, for or about the performance of the work or labor performed by any such claimant or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, then said Surety will pay for the same, in the amount not exceeding the sum set forth hereinabove and also, in case suit is brought upon the bond, will pay a reasonable attorney's fee to be fixed by the court. This bond shall insure to the benefit of any and all persons named in the aforesaid Civil Code Section 3131 so as to give a right of action to them or their assigns in any suit brought upon the bond.

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

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals the _____ day of _, 2016, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by each party's undersigned representative, pursuant to authority of its governing body.

_____
(Principal)

ATTEST:

_____
(Address)

_____ _____
(By)

_____ _____
(Title)

_____
(Surety)

ATTEST:

_____
(Address)

_____ _____
(By)

_____ _____
(Title)

(To be filled in by Surety)

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

Total amount of premium charge is $_____.

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

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

_____

_____

_____

# WARRANTY PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that UNITED STORM WATER, INC. as Principal, hereinafter called Contractor, and _____, licensed and domiciled in the state of California as Surety, hereinafter called Surety, are held and firmly bound unto CITY OF SAN FERNANDO as Obligee, hereinafter called Owner, in the amount of _____ _____($_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, UNITED STORM WATER, INC as Contractor, has by written agreement dated _____, 2016, entered into a contract with Owner for 2016 Citywide Catch Basin Connector Pipe Screen Installation, Job No. 7594, Plan No. P-721 in accordance with Drawings and Specifications contained in a written and executed contract, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

WHEREAS, said contract provides that the Principal shall furnish a bond which shall remain in force for a period of **one** year after the date of the notice of completion and which shall be conditioned to guarantee against all defects in workmanship and materials which shall become apparent during said period.

NOW THEREFORE, the condition of this obligation is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notices of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

(1) Complete the Contract in accordance with its terms and conditions, or;

(2) Obtain a bid or bids for completing the Contract in accordance with it terms and conditions, and upon determination by Surety of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

The transaction of insurance as evidenced by this bond is agreed by all parties to have taken place in the State of California in conformance with the laws therein, the Surety hereby accepts jurisdiction for adjudication of all claims in the state wherein the claims have occurred.

This bond is for the protection of the owner and gives no protection to any claimant other than those provided for by statute in the state wherein the claim occurs. The owner hereby agrees that no payments shall be made in excess or advance of any work specifically performed under the contract without the express written consent of the Surety.

For claims regarding non-payment for services provided or materials supplied under the contract, a claimant is defined herein as one having a direct contract with the Principal and/or subcontractor of the Principal. No suit or action shall be commenced hereunder by any claimant unless claimant shall:

1. Notify the Surety of the direct contract with the Principal or Subcontractor of the Principal within 30 days of entering into such contract and;

2. Notify the Surety of any demands for payment under such direct contracts concurrently with the Principal and/or Subcontractor of the Principal and;

3. Notify the Surety by certified mail within 15 days of any payment not made when due, or within 30 days of demand.

As the purpose of this bond is to warrant work previously performed by the Principal in the contract specified herein, the Owner shall notify Surety immediately by certified mail upon demand for work to be performed under this bond.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals the _____day of _____, 2016, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by each party's undersigned representative, pursuant to authority of its governing body.

_____
(Principal)

ATTEST:

_____
(Address)

_____ _____
(By)

_____ _____
(Title)

_____
(Surety)

ATTEST:

_____
(Address)

_____ _____
(By)

_____ _____
(Title)

(To be filled in by Surety)

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

Total amount of premium charge is $_____.

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

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

_____

_____

_____

# NOTICE OF INVITING BIDS
# 2016 CITYWIDE CATCH BASIN CONNECTOR PIPE SCREEN INSTALLATION
# JOB NO. 7594, PLAN NO. P-721

SAN FERNANDO CITY HALL – 117 MACNEIL STREET, SAN FERNANDO, CA 91340

PROPOSAL DUE DATE: THURSDAY, JULY 7, 2016 – 11:00 AM

| No. | Company Name | Address | Date and Time Received | Cost |
|---|---|---|---|---|
| 1 | United Storm Water, Inc. | 14000 E. Valley Blvd.<br>City of Industry, CA 91746-2801 | 7/7/16<br>(10:55 am) | $51,620.00 |
| 2 | California Building Evaluation & Const. Inc. | 2115 W.Crescent Ave, #236<br>Anaheim, CA 92801 | 7/7/16<br>(10:59 am) | $82,279.00 |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |
| 6 | | | | |
| 7 | | | | |
| 8 | | | | |

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4

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THE CITY OF SAN FERNANDO

# AGENDA REPORT

**To:** Mayor Robert C. Gonzales and Councilmembers

**From:** Brian Saeki, City Manager
By: Michael E. Okafor, Personnel Manager

**Date:** July 18, 2016

**Subject:** Consideration to Approve an Agreement for Special Services with Liebert Cassidy Whitmore

**RECOMMENDATION:**

It is recommended that the City Council:

a. Approve an Agreement for Special Services (Attachment "A" – Contract No. 1829) with the law firm of Liebert Cassidy Whitmore (LCW);

b. Authorize the City Manager to execute the Agreement; and

c. Authorize staff to utilize the services of Olivarez Madruga, P.C. for additional representational, litigation, and other employment relations services.

**BACKGROUND:**

1. On November 7, 2011, the City Council authorized the City Administrator to proceed with an RFP for Labor and Employment Legal Services for the City.

2. On January 9, 2012, staff conducted the bid opening, and received a total of 12 responses to the RFP for Labor and Employment Legal Services.

3. In March 2012, all proposals were reviewed by an in-house committee (comprised of the City Administrator, City Planner, and the Personnel Manager) to ensure that the information requested in the RFP was complete, and that the respondents satisfied the minimum qualifications. During this review, six firms were selected for further consideration.

4. On May 8, 2012, the remaining six proposals were reviewed by the City Council Screening Committee, and four firms were selected for further consideration.

5. On May 31, 2012 and June 7, 2012, the City Council interviewed representatives from each of the four law firms, including representatives from LCW.

6. On June 7, 2012, the City Council approved Meyers Nave as the City's Labor and Employment Attorney, and directed the City Administrator to negotiate a contract for City Council consideration.

7. On July 2, 2012, the City Council voted not to approve a contract with Meyers Nave and to reconsider other firms.

8. On July 18, 2012, the City Council voted to renew a one-year Special Services Agreement with LCW, thus making the City a member of the San Gabriel Valley Employment Relations Consortium, which consists of over 27 cities that consult with LCW.

9. On February 19, 2013, the City Council approved an agreement for City Attorney services with the law firm of Olivarez Madruga, P.C.

10. On November 18, 2013, a City Council Sub-Committee, then Interim City Manager, and the Personnel Manager met with representatives from LCW to address certain City concerns, and determined that it is in the City's best interest to continue with LCW for special labor and employment law services.

11. On December 2, 2013, the City Council approved an Agreement for Special Services with LCW retroactively from July 1, 2013 through June 30, 2014.

12. On June 16, 2014, the City Council approved the renewal of the Agreement for Special Services with LCW from July 1, 2014 through June 30, 2015.

13. On July 20, 2016, the City Council approved the renewal of the Agreement for Special Services with LCW from July 1, 2015 through June 30, 2016, and also authorized staff to utilize the services of Olivarez Madruga, P.C. for additional representational, litigation, and other employment relations services.

**ANALYSIS:**

LCW has over 30 years of extensive experience representing public agencies in California strictly in the area of employment law and labor relations. With over 70 attorneys, the firm has a very good reputation and tremendous resources, and is currently serving about 74% of California cities, 90% of California counties, 90% of California's community college districts, as well as numerous special districts and schools. Over the years, through its San Gabriel Valley Employment Relations Consortium, the firm has provided relevant training on a wide variety of topics to unlimited number of City employees at a reasonable flat fee.

If approved, the proposed Special Services Agreement will be for one-year, from July 1, 2016 through June 30, 2017, and will include the provision of the following services:

- Five full days of group training workshops for unlimited number of City designated attendees covering the following relevant employment relations subjects: "A Guide to Public Employee Discipline," "File that! Best Practices for Document and Record Management," "Maximizing Supervisory Skills for the First Line Supervisor," "Public Sector Employment Law Update," "12 Steps to Avoiding Liability," "Preventing Workplace Harassment, Discrimination and Retaliation," "Public Service: Understanding the Roles and Responsibilities of Public Employees," "Performance Management: Evaluation, Documentation and Discipline," and "Leaves, Leaves and More Leaves." (See Attachment "B" for the LCW 2016-2017 Workshop Schedule).

- Availability of Attorneys for City to consult by telephone. Questions that the attorneys can answer with limited research or review of documents are covered by this service.

- Monthly newsletter and training materials covering employment relations developments.

LCW will provide the above services to the City for a flat fee of $2,790 if paid prior to August 1, 2016. If paid after August 1, 2016, a late fee of $100 will be added. The flat fee is the same as last fiscal year, and covers the provision of the aforementioned group training workshops to unlimited number of employees, as well as yearlong telephonic consultations with attorneys.

Provision of the nine workshops listed in Attachment "B" at this flat rate amounts to major savings for the City. Typically, a three-hour, half day group workshop session for one training topic such as the State-mandated (AB 1825) training on "Preventing Workplace Harassment, Discrimination and Retaliation" ranges from $3,500 to $4,500.

This agreement does not include additional services such as representation, litigation, and other employment relations services that may require in-depth research, for which the City will be billed based on the hourly rates for attorney time. For these services, the City will utilize labor attorneys with the law firm of Olivarez Madruga, P.C. Their hourly rates are $190 and $275 for Associates and Partners, respectively. These rates are more competitive when compared to that of LCW, which range from $200 to $350, depending on the specific attorney used.

**BUDGET IMPACT:**

Funding is included in the Fiscal Year 2016-2017 Budget.

**CONCLUSION:**

Approval of the Agreement for Special Services with LCW is necessary to enable the City take advantage of the special benefits available to all participating member cities of the San Gabriel Valley Employment Relations Consortium, including the nine scheduled workshops, training materials and resources.

**ATTACHMENTS:**

A. Contract No. 1829
B. LCW 2016-2017 Workshop Schedule

ATTACHMENT "A"

# AGREEMENT FOR SPECIAL SERVICES

This Agreement is entered into between the City of San Fernando, A Municipal Corporation, hereinafter referred to as "Agency," and the law firm of LIEBERT CASSIDY WHITMORE, A Professional Corporation, hereinafter referred to as "Attorney."

WHEREAS Agency has the need to secure expert training and consulting services to assist Agency in its workforce management and employee relations; and

WHEREAS Agency has determined that no less than twenty-seven (27) public agencies in the San Gabriel Valley area have the same need and have agreed to enter into identical agreements with Attorney; and

WHEREAS Attorney is specially experienced and qualified to perform the special services desired by the Agency and is willing to perform such services;

NOW, THEREFORE, Agency and Attorney agree as follows:

**Attorney's Services:**

During the year beginning July 1, 2016, Attorney will provide the following services to Agency (and the other aforesaid public agencies):

1. Five (5) days of group training workshops covering such employment relations subjects as management rights and obligations, negotiation strategies, employment discrimination and affirmative action, employment relations from the perspective of elected officials, performance evaluation (administering evaluations), grievance and discipline administration for supervisors and managers, planning for and responding to concerted job actions, current court, administrative and legislative developments in personnel administration and employment relations, etc., with the specific subjects covered and lengths of individual workshop presentations to be determined by Agency and the other said local agencies.

   It is expressly understood that the material used during these presentations, including written handouts and projected power points are provided solely for the contracted workshops. This agreement warrants there will be no future use of Liebert Cassidy Whitmore material in other trainings or formats without the expressed written permission of Liebert Cassidy Whitmore. Any such use will constitute a violation of this agreement and copyright provisions.

2. Availability of Attorney for Agency to consult by telephone. Consortium calls cover questions that the attorney can answer quickly with little research. They do not include the review of documents, in depth research, written responses (like an opinion letter) or advice on on-going legal matters. The caller will be informed if the question exceeds the scope of consortium calls. Should the caller request, the attorney can assist on items that fall outside the service, but these matters will be billed at the attorney's hourly rate. (See additional services section.)

3. Providing of a monthly newsletter covering employment relations developments.

**Fee:**

Attorney will provide these special services to Agency for a fee of Two Thousand Seven Hundred Ninety Dollars ($2,790.00) payable in one payment prior to August 1, 2016. The fee, if paid after August 1, 2016 will be $2,890.00.

Said fee will cover Attorney's time in providing said training and consultative services and the development and printing of written materials provided to attendees at the training programs.

**Additional Services:**

Attorney shall, as and when requested by Agency, make itself available to Agency to provide representational, litigation, and other employment relations services. The Agency will be billed for the actual time such representation services are rendered, including reasonable travel time, plus any necessary costs and expenses authorized by the Agency.

The range of hourly rates for Attorney time is from Two Hundred to Three Hundred Fifty Dollars ($200.00 - $350.00) per hour for attorney staff, One Hundred Ninety-Five Dollars ($195.00) per hour for Labor Relations/HR Consultant and from Seventy-Five to One Hundred Sixty Dollars ($75.00 - $160.00) per hour for services provided by paraprofessional and litigation support staff. Attorneys, paraprofessional and litigation support staff bill their time in minimum units of one-tenth of an hour. Attorney reviews its hourly rates on an annual basis and if appropriate, adjusts them effective July 1.

**Independent Contractor:**

It is understood and agreed that Attorney is and shall remain an independent contractor under this Agreement.

**Term:**

The term of this Agreement is twelve (12) months commencing July 1, 2016. The term may be extended for additional periods of time by the written consent of the parties.

**Condition Precedent:**

It is understood and agreed that the parties' aforesaid rights and obligations are contingent on no less than twenty-seven (27) local agency employers entering into a substantially identical Agreement with Attorney on or about July 1, 2016.

Dated: 6/13/16

**LIEBERT CASSIDY WHITMORE**
A Professional Corporation

By _____

Dated: _____

**CITY OF SAN FERNANDO**
A Municipal Corporation

By _____

LCW LIEBERT CASSIDY WHITMORE

# 2016-2017 Workshop Schedule

# San Gabriel Valley

## *Employment Relations Consortium*

**October 6, 2016 – "A Guide to Public Employee Discipline"****

*date:* Thursday, October 6, 2016
*time:* 9:00 a.m. to 12:00 p.m.
*location:* Almansor Court, Alhambra *host:* City of Covina
*audience:* Supervisors and Managers

**October 6, 2016 – "File That! Best Practices for Document and Record Management"**

*date:* Thursday, October 6, 2016
*time:* 1:00 p.m. to 4:00 p.m.
*location:* Almansor Court, Alhambra *host:* City of Covina
*audience:* Supervisors, Managers and HR Staff

*** This course is eligible for credit in the Public Sector Employment Relations Certificate Program*

**December 14, 2016 – "Maximizing Supervisory Skills for the First Line Supervisor"****

*date:* Wednesday, December 14, 2016
*time:* 9:00 a.m. to 4:00 p.m.
*location:* Almansor Court, Alhambra *host:* City of Pasadena
*audience:* Supervisors and Managers

*** This course is eligible for credit in the Public Sector Employment Relations Certificate Program*

**San Gabriel Valley ERC**
**2016-2017 Schedule**

## February 9, 2017 – "Public Sector Employment Law Update"

*date:* Thursday, February 9, 2017
*time:* 9:00 a.m. to 12:00 p.m.
*location:* Almansor Court, Alhambra *host:* City of South Pasadena
*audience:* Executive Managers, Human Resources/Employee Relations Managers

## February 9, 2017 – "12 Steps to Avoiding Liability"**

*date:* Thursday, February 9, 2017
*time:* 1:00 pm.. to 4:00 p.m.
*location:* Almansor Court, Alhambra *host:* City of South Pasadena
*audience:* Supervisors through Executive Management

*** This course is eligible for credit in the Public Sector Employment Relations Certificate Program*

## March 15, 2017 – "Preventing Workplace Harassment, Discrimination and Retaliation"

*date:* Wednesday, March 15, 2017
*time:* 9:00 a.m. to 12:00 p.m.
*location:* Almansor Court, Alhambra *host:* City of San Gabriel
*audience:* All Staff

## March 15, 2017 – "Public Service: Understanding the Role and Responsibilities of Public Employees"

*date:* Wednesday, March 15, 2017
*time:* 1:00 p.m. to 4:00 p.m.
*location:* Almansor Court, Alhambra *host:* City of San Gabriel
*audience:* All Employes

**San Gabriel Valley ERC**
**2016-2017 Schedule**

## May 10, 2017 – "Performance Management: Evaluation, Documentation and Discipline"**

*date:* Wednesday, May 10, 2017
*time:* 9:00 a.m. to 12:00 p.m.
*location:* Almansor Court, Alhambra *host:* Metropolitan Water District
*audience:* Supervisors and Managers

## May 10, 2017 – "Leaves, Leaves and More Leaves"**

*date:* Wednesday, May 10, 2017
*time:* 1:00 p.m. to 4:00 p.m.
*location:* Almansor Court, Alhambra *host:* Metropolitan Water District
*audience:* Supervisors, Managers and above

*** This course is eligible for credit in the Public Sector Employment Relations Certificate Program*

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THE CITY OF SAN FERNANDO

# AGENDA REPORT

**To:** Mayor Robert C. Gonzales and Councilmembers

**From:** Brian Saeki, City Manager
By: Anthony Vairo, Police Chief

**Date:** July 18, 2016

**Subject:** Consideration to Adopt a Resolution for the Purchase of Four Catalyst 3850-48T-L Ethernet Switches

**RECOMMENDATION:**

It is recommended that the City Council:

a. Adopt Resolution No. 7756 (Attachment "A") amending the budget for Fiscal Year 2016-17, commencing July 1, 2016 and ending June 30, 2017; and

b. Approve the Purchase of four (4) Catalyst 3850-48T-L Ethernet Switches in the amount of $14,066.00, not to exceed in the amount of $15,000.00; and

c. Authorize the City Manager and the Chief of Police to execute the Purchase Order.

**BACKGROUND:**

1. In 2008, the Police Department received a Federal Grant in the amount of $1,050,000 for the purchase, installation and implementation of a new Motorola Mesh System for the departments Virtual Patrol System.

2. In 2010, the Virtual Patrol System was installed and implemented with state-of-the-art equipment of that time, which included integrating the City of San Fernando's network system.

3. In 2016, the Police Department's network switches became out dated and are no longer able to handle the amount of data and video through the current system.

**ANALYSIS:**

The Police Department has been progressive with utilizing technology to combat crime. In the last 20 years, the Police Department has purchased and installed desktop computers throughout the Department, Mobile Data Computers (MDC) for the Patrol/Detective/ Community Service Officer units, RMS/CAD software, which all of these items have stream lined police resources.

Of course over the years of use, the current four Ethernet Switches are outdated and are in great need to be replaced. Unfortunately, this was not discovered until after the budget process was completed. Those Ethernet Switches control the flow of data and video from the Police Departments connection from and to the Citywide network system, DMV, FBI, JDIC and other critical systems. Currently, the system is extremely slow because of the data and video flow is being choked due to the age and lack of compatibility of the current Ethernet switches.

The Police Department received three bids (Attachment "B") for the four Catalyst 3850-48T-L Ethernet Switches and Advanced Electronics Inc. is the lowest bid ($14,066.00).

**BUDGET IMPACT:**

Funds are available in Fund 20 – State Asset Forfeiture Fund, but were not allocated for the purchase of four Catalyst 3850-48T-L Ethernet Switches during Fiscal Year 2016-2017. Staff is recommending that the City Council approve the purchase of the switches in the amount of $14,066, not to exceed $15,000, by utilizing the State Asset Forfeiture Fund (20-3875-0000).

**CONCLUSION:**

The Police Department has established the need to purchase four Catalyst 3850-48T-L Ethernet Switches. For this purchase, the Police Department will utilize funds from the State Asset Forfeiture Fund.

**ATTACHMENTS:**

A. Resolution No. 7756
B. Bids

**ATTACHMENT "A"**

# RESOLUTION NO. 7756

## A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING THE BUDGET FOR THE FISCAL YEAR 2016-17 ADOPTED ON JULY 1, 2016

**WHEREAS,** the City of Council has received and considered the proposed adjustment to the budget for Fiscal Year 2016-2017, commencing July 1, 2016, and ending June 30, 2017; and

**WHEREAS,** the City Council has determined that it is necessary to amend the revenues and expenditures of the current City budget; and

**WHEREAS,** an annual budget for the City of San Fernando for the Fiscal Year beginning July 1, 2016 and ending June 30, 2017, a copy of which is on file in the City Clerk's Office, has been adopted on July 1, 2016.

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

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

Fund 20: State Asset Seizure (20-3875-0000):
Increase in Expenditures: $ 15,000
(Purchase of Four Catalyst 3850-48T-L Ethernet Switches)

**PASSED, APPROVED, AND ADOPTED** this 18th day of July, 2016.

_____
Robert C. Gonzales, Mayor

**ATTEST:**

_____
Elena G. Chávez, City Clerk

**STATE OF CALIFORNIA )**
**COUNTY OF LOS ANGELES ) ss**
**CITY OF SAN FERNANDO )**

**I HEREBY CERTIFY** that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 18th day of July, 2016, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

_____
Elena G. Chávez, City Clerk

**ATTACHMENT "B"**

# QUOTE

623000001

Page 1

MOTOROLA SOLUTIONS
Radio Solutions Channel Partner

## Advanced Electronics Inc

2601 Manhattan Beach Blvd., Redondo Beach, CA 90278 * 310-725-0410 * Fax 310-643-8167
77-564 Country Club Dr., Suite 119, Palm Desert, CA 92211 * 760-772-4265
865 S. Milliken Ave., Suite C & D, Ontario, CA 91761 * 909-390-0460 * Fax 909-937-7127

**ORDER DATE:** 07/11/2016 www.advancedelectronics.com **CUSTOMER NO.:** 1278100

**BILL TO:**
CITY OF SAN FERNANDO
POLICE DEPARTMENT
910 FIRST STREET
SAN FERNANDO, CA 91340

**CONTACT:** TONY VARIO
**PHONE:** 818-898-1267
**EMAIL:** avairo@ci-san-fernando.ca.us

**SHIP TO:**
CITY OF SAN FERNANDO
POLICE DEPARTMENT
910 FIRST STREET
SAN FERNANDO, CA 91340

**CONTACT:** TONY VARIO
**PHONE:** 818-898-1267
**EMAIL:** avairo@ci-san-fernando.ca.us

| ORDER NO | PO NUMBER | SHIP VIA | TERMS | SALESPERSON |
|---|---|---|---|---|
| 623000001 | | Our Truck | NET 30 DAYS | JOAN HARDY BODKIN |

| LINE | DESCRIPTION | | | Unit Price | Extended |
|---|---|---|---|---|---|
| 100 | WS-C3850-48T-L | Catalyst 3850-48T-L Ethernet Switch<br>FOR POLICE DEPARTMENT | 4 | 3,200.00 | 12,800.00 |
| 200 | FREIGHT | SHIPPING CHARGE | 1 | 50.00 | 50.00 |

Quote valid for 30 day from the quote date above.

**EQUIPMENT WILL BE INVOICED UPON RECEIPT BY ADVANCED ELECTRONICS, INC. AT THE STATED TERMS.**

| | |
|---|---|
| NET ORDER: | $12,850.00 |
| SALES TAX : | $1,216.00 |
| **TOTAL:** | $14,066.00 |

Authorized Signature

Authorized Printed Name Date:

Information contained herein is privileged or confidential and is exempt from the public disclosure provisions thereof. It is furnished to the "reader in confidence, with the understanding that it will not, without written permission of Advanced Electronics, be reproduced, used or disclosed for any purpose other than for which it was furnished. By signing this document, you have agreed to the above and the terms and conditions attached.

**Terms and Conditions**

**ORDERS AND FIRM ORDERS:** By placing its order and executing the sales order form (referred to herein as "Agreement" or "Form"), Customer acknowledges its agreement to purchase equipment and services described on the sales order form and any attachments referenced thereon subject to the terms and conditions which follow. Each sales order form must: (1) be signed by an authorized representative of Customer; (2) accompanied by a written purchase order (where Customer procedures require the same for such purchases); and (3) be accompanied by the payment or deposit required as set forth on the sales order form. To be binding, each sales order form must comply with all requirements set forth herein and be accepted in writing by an authorized representative of Advanced Electronics, Inc. ("Advanced"). Upon written acceptance by Advanced, each sales order becomes a "FIRM ORDER."

**EQUIPMENT, LABOR AND AVAILABILITY:** Advanced will hold equipment and labor pricing for 30 days from the date of the sales order, after which pricing and availability may change without notice. Equipment availability, installation scheduling and service scheduling is always subject to the manufacturer's ability to deliver equipment and parts.

**FREQUENCIES, LICENSES AND SERVICE PROVIDERS:** All frequencies and squelch codes are to be supplied by Customer upon execution of this Agreement unless Advanced has specifically accepted responsibility to provide the same in writing on the sales order. Customer accepts full responsibility for the accuracy of such information and will be responsible for any restocking fee, additional parts, and/or labor required due to incomplete, incorrect and/or invalid information provided by Customer. Customer is solely responsible for obtaining any licenses or other authorizations required by the Federal Communications Commission ("FCC") and for complying with FCC rules, and with the rules and regulations of any other federal, state or local regulatory agency. Neither Advanced nor any of its employees are agents or representatives of the Customer on FCC matters or otherwise. If applicable, Customer acknowledges that it has selected a radio common carrier to provide service which utilizes radio frequencies authorized and controlled by the FCC. Advanced has no control over quality, coverage or reliability of service provided by other parties. Customer acknowledges that RF signals are subject to dead spots, power outages, atmospheric conditions and other problems which may at times interfere with normal communications. Please note that RFI (radio frequency interference) issues which consist of, but not limited to: co-channel activity, alternator whine, engine noise or other internal/external interference issues, are not covered by the equipment manufacturer or Advanced Electronics. Any remediation costs related to locating or eliminating this type of interference will be charged to the customer at Advanced Electronics' standard time and material rates.

**PAYMENT TERMS AND LATE PAYMENT CHARGES:** Full payment is required with each order unless other arrangements are made and set forth on the sales order form. In the event that the full purchase price of equipment and services called for in this Agreement is not paid at the time of Customer's order, the unpaid balance is due upon delivery of the equipment to Advanced from the manufacturer. All payments will be by company check, cashier's check, money order or credit card (Visa, MasterCard, American Express or Discover). Arrangements can be made in advance of the order to pay by Customer company check or charged to an open Customer account. All customers paying by company check or charging to an open account must have received prior authorization by having met Advanced's credit qualifications prior to the placement of any order. No employee of Advanced is permitted to accept cash in the payment of any obligations due to Advanced. If any payment of any sum due from Customer is not received by Advanced within five (5) days after such payment is due, then such overdue amounts shall be subject to a delinquency charge (liquidated damages under California Civil Code Section 1671) at a rate of interest equal to 18% per annum from the date such overdue amounts were actually due until the date actually received by Advanced. Customer acknowledges that such delinquency charge is reasonable under all the circumstances existing at the time this Agreement was made. Customer agrees that acceptance of all or any portion of such delinquency charge by Advanced will not constitute a waiver by Advanced of Customer's default with respect to such overdue amounts, nor will it prevent Advanced from exercising any or all other rights or remedies which Advanced may have. Any delinquency charge, discount rate and/or interest rate set forth herein shall be charged or applied at the rate set forth herein or the maximum rate allowed by law, whichever is lower.

**RETURN POLICY:** All returns to Advanced, for any reason, must show a clearly legible and valid Return Merchandise Authorization (RMA) number on the outside of the shipping box. No returns will be accepted without a valid RMA number. All RMA returns should be sent freight prepaid. Repair or replacement will be solely at Advanced's option. To obtain an RMA number, it is necessary to call Advanced's service center with the following information: (1) the invoice number and date of purchase; (2) the purchase order number; (3) the make, model number and serial number of the equipment to be returned; and (4) customer identification. No equipment returned for exchange or credit will be accepted without all manuals, cables, parts and original factory packing.

**CANCELLATION CHARGES:** If this Agreement is cancelled by Customer prior to delivery for other than the default of Advanced, Customer shall pay Advanced thirty percent (30%) of the total price for all product, accessories, installation and services listed on the sales order to defray restocking and administrative costs involved in the sale as liquidated damages and not as a penalty.

**EQUIPMENT NOT FOR RESALE:** Customer acknowledges that said equipment on the sales order is NOT for resale and that the customer is the sole "end user" of the equipment described herein, unless stated differently on the sales order and agreed to in writing by an authorized Advanced officer. Customer agrees and warrants that it will NOT offer this equipment for resale or for export out of the United States.

**LIMITED WARRANTY:** All equipment warranties and specifications are provided by the manufacturer of the equipment. Advanced warrants its services to be properly performed and to be free of defects in workmanship for 30 days, unless stated otherwise on the sales order. Damage from accident, abuse, misuse, negligence, extreme conditions, humidity, service from another service provider, use of unapproved, incorrect or faulty service parts and/or accessories will void all warranties. Opening or otherwise tampering with the equipment, including upgrading or repairing by unauthorized personnel, will also void all warranties. This limited warranty is void if Customer relocates the equipment, has the installation or equipment worked on by anyone other than Advanced or attaches equipment or accessories not provided by Advanced. Advanced's warranty shall not be enlarged and no obligations or liability shall arise out of Advanced's rendering of technical advice, facilities or service in connection with Customer's purchase of the product and/or services furnished.

**LIMITATION OF LIABILITY:** ANY AND ALL EXPRESS AND IMPLIED WARRANTIES NOT SPECIFICALLY SET FORTH HEREIN, INCLUDING BUT NOT LIMITED TO WARRANTIES OR MERCHANTABILITY OR FITNESS FOR ANY PURPOSE OR USE, ARE EXPRESSLY EXCLUDED AND DISCLAIMED. THE MANUFACTURER OF THE EQUIPMENT IS SOLELY RESPONSIBLE FOR THE WARRANTY OF THE EQUIPMENT PROVIDED. CUSTOMER IS SOLELY RESPONSIBLE TO DETERMINE WHETHER THE EQUIPMENT ORDERED WILL MEET

ITS' NEEDS AND REQUIREMENTS. IT IS EXPRESSLY AGREED THAT ADVANCED'S SOLE OBLIGATIONS AND CUSTOMER'S EXCLUSIVE REMEDIES FOR ANY CAUSE WHATSOEVER ARISING OUT OF OR RELATED TO THIS AGREEMENT OR TRANSACTIONS CONTEMPLATED HEREBY IS LIMITED TO TERMINATION AND A REFUND OF CUSTOMER'S PURCHASE PRICE, OR BY CUSTOMER REQUEST, ADVANCED, AT ADVANCED'S OPTION, TO REPAIR OR REPLACE PRODUCTS THAT ARE NOT AS WARRANTED. ALL OTHER REMEDIES OF ANY KIND ARE EXPRESSLY EXCLUDED. IN NO EVENT SHALL ADVANCED BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO LOST PROFITS, RELAY SYSTEM FAILURES AND/OR NETWORK FAILURES) CAUSED BY THE INABILITY OF CUSTOMER TO USE THE EQUIPMENT, THE FAILURE OF THE EQUIPMENT, ANY DELAY IN COMMENCEMENT OF THE SERVICES CONTEMPLATED HEREIN, OR ANY OTHER CAUSE OR MATTER WHATSOEVER.

**INDEMNIFICATION AND HOLD HARMLESS:** Customer agrees to indemnify and hold harmless Advanced, its directors, officers, employees and its affiliates (collectively the "Indemnified Parties") from any liability or expense arising out of any act or omission by Customer, including without limitation, the misuse and non-operation of the equipment and services set forth herein. Customer shall pay all expenses (including attorneys fees) incurred by the Indemnified Parties in connection with all legal or other formal or informal proceedings concerning claims of third parties or criminal proceedings, and Customer shall satisfy all judgments, costs or other awards which may be incurred by or rendered against the Indemnified Parties including, to the extent permitted by law, any fines or penalties resulting from or arising out of such criminal proceedings.

**APPLICABLE LAW, LEGAL ACTIONS AND ATTORNEY'S FEES:** The existence, validity, construction, operation and effect of this Agreement shall be determined in accordance with and be governed by the laws of the State of California. All legal actions must be brought in the Federal Courts of the Central District of California or in the Superior Courts of the State of California, county of Los Angeles. By executing this Agreement, Customer is submitting to the jurisdiction of the State of California with respect to any dispute which may arise out of this Agreement. No action shall be brought on any breach of this Agreement more than one (1) year after the accrual of such cause of action except for money due upon an open account. In the event of a lawsuit arising out of this Agreement, the Parties agree that the prevailing party shall be awarded its cost of suit, including reasonable attorney's fees. In the event that collection is necessary, the fees of the collection agencies incurred by Advanced in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions or provisions hereof shall be added to any judgment in its favor.

**CUSTOMER RESPONSIBILITIES:** Where applicable, Customer must cooperate fully with Advanced in the performance of its services herein including, but not limited to, providing the following: (1) suitable facilities and environment for the installation of the equipment; (2) all required utilities at the point of installation; and (3) full access to the installation site. Customer will pay any charges and costs resulting from Customer's failure to provide these items in accordance with Advanced's specifications or instruction.

**TAXES:** Except for the amount of any state and local tax stated on the sales order, the prices set forth herein do not include any federal, state and/or local excise, sales, use, property, retailer's occupation or similar taxes. If any such excluded tax is determined to be applicable to this transaction or if Advanced is required to pay or bear the burden thereof, the prices set forth herein shall be increased by the amount of such tax and any interest or penalty thereon, and Customer shall pay to Advanced the full amount of any such increase no later than ten (10) days after receipt of an invoice thereto.

**DELAYS:** Advanced shall not be liable for any delay or failure to perform due to any cause beyond its control. Causes include, but are not limited to, strikes, acts of God, actions of Customer, interruption of transportation or inability to obtain necessary labor, materials or facilities, default of any supplier or manufacturer or delays in FCC frequency authorization or license grant. The delivery and installation schedule shall be considered extended by a period of time equal to the time lost because of any excusable delay. In the event Advanced is unable to wholly or partially perform because of any cause beyond its control, Advanced may terminate or subcontract this Agreement without any liability to Customer.

**WAIVER:** The failure of Advanced to insist in any one or more instances, upon the performance of any of the terms, covenants or conditions herein or to exercise any rights hereunder shall not be construed as a waiver or requirement of the future performance of any such term, covenant or condition or the future exercise of such right, but the obligation of the Customer with respect to such failure, performance shall continue in full force and effect.

**ADVANCED EMPLOYEES:** Customer shall not hire, employ or otherwise utilize or engage the services of Advanced personnel with whom Customer becomes introduced as a result of this Agreement or who appears on behalf of Advanced at Customer's location to perform services. In the event this provision is breached, Customer agrees by executing this Agreement that Advanced shall be entitled to reasonable liquidated damages in the sum equal to $25,000 or 50% of the person's first year salary or remuneration from Customer, whichever is greater.

**MISCELLANEOUS GENERAL TERMS:** (a) Customer acknowledges that it has read and understands these terms and conditions, including the sales order, and agrees to be bound by them and that these terms and conditions are the complete and exclusive statement of the Agreement between the parties and supersede all proposals, oral or written, and all other communications between the parties relating to the subject matter hereof. (b) No modification hereof shall be binding upon Advanced unless such modification is in writing and signed by a duly authorized representative of Advanced. (c) If any part is contrary to, prohibited by or deemed invalid under applicable laws or regulations, such provision shall be deemed omitted to the extent so contrary, prohibited or invalid, but the remainder shall not be invalidated and shall be given effect as far as possible.

Agreed to:

_____ _____

Authorized Customer Signature Date

_____

Authorized Customer Printed Name

Pricing Proposal
Quotation #: 11772413
Created On: 6/21/2016
Valid Until: 7/31/2016

## City of San Fernando CA

**luis rojas**
CA
United States
Phone: (818) 898-7325
Fax:
Email: Knight@sfcity.org

## Inside Account Executive

**Samuel Urso**
290 Davidson Ave
Somerset, NJ 08873
Phone: (800)-477-6479
Fax: 800-477-6479
Email: Samuel_Urso@shi.com

All Prices are in US Dollar (USD)

| | Product | Qty | Retail | Your Price | Total |
|---|---|---|---|---|---|
| 1 | Cisco Catalyst 3850-48T-L - Switch - managed - 48 x 10/100/1000 - desktop, rack-mountable<br>Cisco Systems - Part#: WS-C3850-48T-L | 4 | $8,900.00 | $4,539.00 | $18,156.00 |

| | |
|---|---|
| Shipping | $0.00 |
| *Tax | $1,729.38 |
| Total | $19,885.38 |

*Tax is estimated. Invoice will include the full and final tax due.

Optional Items For: 1. Cisco Catalyst 3850-48T-L - Switch - managed - 48 x 10/100/1000 - desktop, rack-mountable

| | | | | | |
|---|---|---|---|---|---|
| | Cisco SMARTnet - Extended service agreement - replacement - 8x5 - response time: NBD - for P/N: WS-C3850-48T-L<br>Cisco Systems - Part#: CON-SNT-WSC388TL | 4 | $561.00 | $454.71 | $1,818.84 |

**Additional Comments**

WSCA Contract for California: ADSPO11-00000358-3 PA 70-12-70-19

Trend Micro Contract for California: SLP-12-70-0003V

Attachmate Contract for California: SLP-13-70-0003W

First time user for SHI Direct website? Please use the following information when registering.

California Gov't:
http://www.publicsector.shidirect.com/slg/ca
Token: 30343
Access Key: HBB59KL3PK

*The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is*

GCSIT SOLUTIONS

**Quote 60884** **Date 6/30/2016**

# QUOTATION



**Quoted To:**

Luis Rojas
City of San Fernando
knight@sfcity.org
(818) 336-9139

**From:**

Josh Julian
Toll Free: (866) 424-2766 ext 2236
Fax: (888) 349-2801
Direct: (623) 223-7694
Email: jjulian@gcsit.com

We are pleased to Quote as follows:

**RE:** City of San Fernando - 4 x Cisco C3850 Switch 3Y

| Itm | Qty | Description | Unit Price | Amount |
|---|---|---|---|---|
| 1 | 4 | (WS-C3850-48T-L) CISCO CATALYST 3850 48PORT DATA LAN | $4,984.00 | $19,936.00 |
| 2 | 4 | (CON-3SNT-WSC388TL) CISCO 3YR SMARTNET 8X5XNBD Cisco Catalyst 3850 48 Pt Data LAN Base | $1,548.00 | $6,192.00 |
| 3 | 4 | (PWR-C1-350WAC) CISCO 350W AC CONFIG 1 POWER SUPPLY | $280.00 | $1,120.00 |

**Notes**

Prices are Delivered

Above Pricing good for 20 days Unless otherwise noted quoted prices include shipping. Please reference Quote # 60884 when placing orders or making inquiries. All product and pricing information is based on latest information available. Subject to change without notice or obligation.

**TOTAL: $27,248.00**

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THE CITY OF SAN FERNANDO

# AGENDA REPORT

**To:** Mayor Robert C. Gonzales and Councilmembers

**From:** Brian Saeki, City Manager
By: Anthony Vairo, Police Chief

**Date:** July 18, 2016

**Subject:** Consideration to Adopt a Resolution for the Purchase, Installation and Training of TriTech Inform Records Management System (RMS) and Field Base Reporting (FBR)

**RECOMMENDATION:**

It is recommended that the City Council:

a. Adopt Resolution No. 7753 (Attachment "A") amending the budget for Fiscal Year 2016-17, commencing July 1, 2016 and ending June 30, 2017; and

b. Approve the Purchase, Installation and Training of TriTech Inform RMS and FBR software in the amount of $29,925.00 (Attachment "B"), not to exceed in the amount of $30,000.00; and

c. Authorize the City Manager and the Police Chief to execute the Purchase Order.

**BACKGROUND:**

1. In 1997, the Police Department purchased, installed, and implemented a new Records Management System (RMS), Computer Aided Dispatch (CAD), and Mobile systems from Vision, Inc. (based in North Carolina).

2. In 2012, TriTech Software Systems (based in San Diego, California) purchased Vision, Inc. and assumed responsibility for current and future products for current Vision, Inc. customers.

3. Since 2012, TriTech Software Systems developed and made available the new Inform RMS and FBR, which after a few years of deployment to various police agencies, most all issues have been resolved.

**ANALYSIS:**

The Inform Solution developed by TriTech Software System is developed around an automated workflow to ensure the most effective emergency reporting, response, disposition, and analysis across the entire department.

An integral part of the Inform RMS solution is to provide immediate access to information regardless of who entered or where it was entered within the Inform software. As information flows throughout the software, the four cross-jurisdictional master indices (e.g., address, name, property, and vehicle) are central to the power of RMS to easily and effectively manage vital records.

Inform FBR is a flexible web-enabled field reporting solution that gives officers the ability to create, update, and submit reports easily and efficiently from the field or in the Police Station. With an intuitive user interface and extensive workflow configuration options, Inform FBR streamlines the entire reporting process from writing through approval. As a key part of the FBR enterprise-wide solution, Inform FBR provides ready access to call service, subject, and vehicle information from CAD and Mobile to expedite report completion. The increased mobility and fast data entry available with Inform FBR enables officers to spend less time entering reports and spend more time in the field keeping our communities safer.

**BUDGET IMPACT:**

Funds are available in Fund 20 – State Asset Forfeiture Fund, but were not allocated for the purchase, installation and training of TriTech Inform Records Management System (RMS) and Field Base Reporting (FBR) during Fiscal Year 2016-2017. Staff is recommending the City Council approve the purchase, installation and training of TriTech Inform RMS and FBR software in the amount of $29,925.00, not exceeding $30,000.00 by utilizing the State Asset Forfeiture Fund (20-3875-0000).

**CONCLUSION:**

The Police Department has established the need to purchase the TriTech Inform RMS and FBR software. For this purchase, the Police Department will utilize funds from the State Asset Forfeiture Fund.

**ATTACHMENTS:**

A. Resolution No. 7753
B. TriTech Software Systems Proposal/Sales Quotation

**ATTACHMENT "A"**

# RESOLUTION NO. 7753

## A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING THE BUDGET FOR THE FISCAL YEAR 2016-17 ADOPTED ON JULY 1, 2016

**WHEREAS,** the City of Council has received and considered the proposed adjustment to the budget for Fiscal Year 2016-2017, commencing July 1, 2016, and ending June 30, 2017; and

**WHEREAS,** the City Council has determined that it is necessary to amend the revenues and expenditures of the current City budget; and

**WHEREAS,** an annual budget for the City of San Fernando for the Fiscal Year beginning July 1, 2016 and ending June 30, 2017, a copy of which is on file in the City Clerk's Office, has been adopted on July 1, 2016.

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

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

Fund 20: State Asset Seizure (20-3875-0000):
Increase in Expenditures: $ 30,000
(Purchase and Installation of TRITECH Inform RMS and FBR software)

**PASSED, APPROVED, AND ADOPTED** this 18th day of July, 2016.

_____
Robert C. Gonzales, Mayor

**ATTEST:**

_____
Elena G. Chávez, City Clerk

**STATE OF CALIFORNIA )**
**COUNTY OF LOS ANGELES ) ss**
**CITY OF SAN FERNANDO )**

**I HEREBY CERTIFY** that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 18th day of July, 2016, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

_____
Elena G. Chávez, City Clerk

**ATTACHMENT "B"**

TRITECH SOFTWARE SYSTEMS

## Proposal/Sales Quotation

| Quotation QUO-59253-5PDJE5 | Quotation Date: 6/27/2016 |
|---|---|

## General & Client Information

| | |
|---|---|
| Agency Name: | San Fernando Police Department |
| System Description: | San Fernando Police Department - RMS Upgrade |
| Client Contact: | Ms. Sylvia Ortega |
| Contact Phone: | (818) 898-1281 |
| Contact Email: | sortega@sfcity.org |
| Expiration Date: | 11/2/2016 |
| Presented By: | Martha Chavez |

**Bill To:**
910 First St
San Fernando CA USA
91340

**Ship To:**
910 First St
San Fernando CA USA
91340

## Project Products & Services

### TriTech Implementation Service Fee(s)

| RMS Implementation Service Fee(s) | Unit Price | Qty | Total Price |
|---|---|---|---|
| Inform RMS 3-Day Workshop and Consultation | $4,200.00 | 2 | $8,400.00 |
| Inform RMS Business Analysis and Consultation Services (2 - Two Hour Remote Sessions) | $750.00 | 1 | $750.00 |
| Inform RMS Output Designer Workshop 3 Day | $4,200.00 | 1 | $4,200.00 |
| Inform RMS Server Installation and Configuration | $7,700.00 | 1 | $7,700.00 |

*Inform RMS Implementation Service Fee(s) Subtotal:* *$21,050.00*

***TriTech Implementation Service Fee(s) Total:*** ***$21,050.00***

### Project Related Fee(s)

| Product Name | Unit Price | Qty | Total Price |
|---|---|---|---|
| Project Management | $3,675.00 | 1 | $3,675.00 |
| Inform RMS User Training - Field Officer (2 Days) | $2,400.00 | 1 | $2,400.00 |
| Onsite Go Live Support (2 days, one person, single shift) | $2,800.00 | 1 | $2,800.00 |

***Project Related Fee(s) Total:*** ***$8,875.00***

TRITECH SOFTWARE SYSTEMS

**Project Total: $29,925.00**

| | | |
|---|---|---|
| Estimated Sales Tax:<br>(State: at %) | Taxable sales: $0.00 | Subtotal: $29,925.00<br>Sales Tax Amount: $0.00 |

**Quote Total: $29,925.00**

TRITECH
SOFTWARE SYSTEMS

| *Summary Information & Project Notes* |
|---|

Workshop #1 - Configuration and Admin Workshop (3 days onsite)

Workshop #2 - Validation and Readiness Workshop (3 days onsite)

Optional - Workshop #3 - Configuration and Admin workshop for Other Event (3 days onsite) – Build Your Own Module (such as create your own capture forms for Use of Force, K9, Sex Offender Registration, etc) and Case Management, Off-Line Incident Entry.

User Training - Field Officers (2 day) - Train the Trainer session for up to 10 users.

The training suggested is based on the modules available in Web RMS at the time the quote is delivered. As other modules become available in the Web environment, additional training may be required.

Travel costs for on site services are billed based on actual costs, as incurred.

| *Terms and Conditions* |
|---|

**Payment terms are as follows**

50% of all Software, Services, Support and fixed travel fees are due at time of order -and- 50% of all Software, Services, Support and fixed travel fees are due upon installation or completion of services (whichever comes later).

**Training Terms:**

In the event Client cancels a training course scheduled to be conducted on-site at Client's premises, TriTech shall be entitled to reimbursement of any fees TriTech may incur associated with cancellation of travel and lodging for such training course.

TriTech reserves the right to assess $1,000 cancellation fee for the training classes that are cancelled any later than 5 business days prior to the first day of the class, plus any additional fees or charges associated with the cancellation and rebooking of the airline tickets and other travel arrangements.

TriTech reserves the right to assess 25% of the services fee, up to $1,000 as cancellation fee for any remote, or onsite installation services work that are cancelled by the Client at no fault of TriTech any later than 5 business days prior to the date of performing the work. This may include the services that are cancelled or rescheduled due to the client's infrastructure not meeting the minimum requirements for the installation, lack of preparation of the site based on TriTech's documentation, issues with remote connectivity, or other barriers that result in the

work being cancelled.

**Sales Tax:**

Any estimated sales and/or use tax has been calculated as of the date of quotation and is provided as a convenience for budgetary purposes. TriTech reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing, at the then current rates. Your organization must provide TriTech with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction, when your order is placed, if you are exempt from sales tax.

**General Terms:**

The items in this quotation are based upon meetings and communications with the Client and unless attached to a contract form the entirety of the deliverables from TriTech.

The scope of Deliverables for this order will be limited to the Software, Services, and Support and Maintenance that is explicitly listed herein for the listed quantities.

This order provides Software licenses as well as required deployment services only for the environments that are explicitly listed herein (Production, Test, Training, Disaster Recovery, etc.). These software licenses do not apply to any other existing environments, or environments that may be implemented in the future.

Changes in the scope of certain components of the System may impact the cost and timelines for other areas of the Project.

All services will be performed during normal business hours, unless otherwise stated in this quotation for specific service deliverables.

Deployment and implementation of TriTech Software and Services are based upon Client's provision and compliance with TriTech's System Planning Document.

TriTech reserves the right to adjust this Quotation as a result of changes including but not limited to project scope, deliverables (TriTech Software, or third party software or hardware, including changes in the hardware manufacturer's specifications), services, interface requirements, and Client requested enhancements.

Installation Services will be performed based on the quantities that are listed in this quotation, and as listed for each environment. One installation line item does not include installation services in multiple environments.

TRITECH SOFTWARE SYSTEMS

| | |
|---|---|
| **Quotation Issued by: Martha Chavez**<br>**Email: martha.chavez@tritech.com**<br>**Phone: (858) 799-7838** | Send Purchase Orders To:<br><br>**TriTech Software Systems**<br>**9477 Waples Street, Suite 100**<br>**San Diego, CA 92121**<br><br>**Or Email: salesadmin@tritech.com**<br>**Or Fax: (858) 799-7015** |
| | Remit Payments To:<br><br>**TriTech Software Systems**<br>**PO Box # 203223**<br>**Dallas, TX 75320-3223** |

TRITECH SOFTWARE SYSTEMS

*Accepted for Client*

**By signing below, you are indicating that you are authorized to obligate funds for your organization. To activate your order, check the appropriate box below and, either, (i) attach a copy of this quotation to your purchase order when it is remitted to TriTech, or, (ii) if no additional authorizing paperwork is required for your organization to accept and pay an invoice, sign below and fax this quotation to 1-858-799-7015 or email to salesadmin@tritech.com to indicate your acceptance.**

☐ Purchase Order required and attached, reference PO# _____ on invoice.

☐ No Purchase Order required to invoice.

**Please check one of the following:**

☐ I agree to pay any applicable sales tax.

☐ I am tax exempt. Please contact me if TriTech does not have my current exempt information on file.

_____
**Client Agency/Entity Name**

_____ _____
**Client Authorized Representative** **Title**

_____ _____
**Signature Client Authorized Representative** **Date**

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THE CITY OF SAN FERNANDO

# AGENDA REPORT

**To:** Mayor Robert C. Gonzales and Councilmembers

**From:** Brian Saeki, City Manager
By: Ismael Aguila, Recreation and Community Services Director

**Date:** July 18, 2016

**Subject:** Consideration to Approve Subaward Agreement with County of Los Angeles Community and Senior Services for Elderly Nutrition Program Services

**RECOMMENDATION:**

It is recommended that the City Council consider the following:

a. Authorize the City Manager to execute a Subaward Agreement (Attachment "A" – Contract No. 1830) with the County of Los Angeles Community and Senior Services (County) to grant access for the Elderly Nutrition Program (ENP) Services at Las Palmas Park; and

b. Adopt a Resolution (Attachment "B" – Resolution No. 7752) to increase the expenditures of the FY 2016-2017 budget for Funds 001-422-3750 and 001-422-3752 by $5,000 to balance any deficit to the ENP accounts.

**BACKGROUND:**

1. In February of 2008, the County of Los Angeles distributed a Request for Proposals (RFP) soliciting for providers to serve the City. No proposals were received that included services to the City.

2. On September 2, 2008, the County of Los Angeles notified City staff that they were not able to find a provider to continue the program. During a complex series of negotiations with the County of Los Angeles, staff confirmed that no provider was available and the City would be required to take over the program and contract directly with the County of Los Angeles.

3. In October of 2008, the City commenced the administration of the ENP at Las Palmas Park.

4. On December 15, 2008, the County of Los Angeles requested a board resolution from the City to authorize the execution of a contract to release funds for the ENP in San Fernando.

5. On February 17, 2009, the City Council adopted a Resolution authorizing the City Administrator to execute a contract, and all related documents necessary for said contract, with the County of Los Angeles to provide services for the ENP in the City.

6. In November of 2011, the County of Los Angeles released an RFP to solicit service providers for the ENP. Every four years the County of Los Angeles conducts an open competitive bid process for program services with renewal application documents to be submitted.

7. On March 29, 2012 the County of Los Angeles Community and Senior Services recommended a maximum annual allocation of $84,877 for the ENP operated from Las Palmas Park, with the contract term to be from July 1, 2012 through June 30, 2016.

8. On May 22, 2012, the County of Los Angeles Board of Supervisors approved the execution of the contract for the provision of ENP services for a four-year term.

9. Since January of 2016, City staff has been in discussions with staff from County of Los Angeles Community and Senior Services in regards to seeking additional partners to assist the City with implementation of the ENP at Las Palmas Park.

10. On February 11, 2016, the City Manager submitted a letter of intent with the County of Los Angeles for a one-year agreement for ENP services at Las Palmas Park (Attachment “C”).

**ANALYSIS:**

Federally-Funded Elderly Nutrition Programs

The ENP is administered under the guidelines of the Federal Older Americans Act (OAA) which funds two nutrition programs designed to provide meals for older persons; a congregate meal program and a home-delivered meal program. There is no income restriction for recipients, but service providers must target persons most in need. Funding limitations restrict the number of persons who can receive meals.

ENP Services in San Fernando

For over 23 years, the ENP in San Fernando has been operated by a non-profit agency contracted by the County of Los Angeles Senior Services as part of the Older American’s Act. In 2008, the contractor awarded with the grant to provide ENP services at Las Palmas Park since Santa Clarita Valley Committee on Aging opted out of the awarded contract to pursue other business ventures. In order to avoid disruption of the ENP, the City of San Fernando agreed to the County of Los Angeles’s request to temporarily takeover operations until a permanent replacement could be identified. Since 2008, the Recreation and Community Services Division has been overseeing the operations of ENP services. Assuming operations of the ENP has required significant City staff time to provide a safe and effective program for approximately 70 seniors each day.

City staff has continued to work with the County to identify a potential contractor to resume ENP services. To date, those efforts have been unsuccessful. In January of 2016, City staff again met with County regarding the upcoming RFP for ENP services as the current grant cycle was set to expire on June 30, 2016. As part of those conversations, City staff was informed that we would be given the ENP grant starting July 1, 2016. However, City staff once again requested that the County increase efforts to help identify a new contractor to assume services in San Fernando. The County then informed City staff that they would release a RFP for ENP services in San Fernando and as part of that process, they requested that the City submit a letter of intent supporting a one year agreement to continue to provide ENP services until June 30, 2017 (Attachment "C"). At that time, the new awardee contractor would assume operations of ENP services.

Proposed Agreement

On July 1, 2016, City staff received an award letter and contract for the ENP services for the period of July 1, 2016 to June 30, 2017. The proposed one-year agreement requires the City of San Fernando to continue to deliver same level of services provided during Fiscal Year 2015-2016. Below is the allocation amounts to provide approximately 42 congregate meals and 30 home-delivered meals.

Summary of Funding Allocation for ENP Services (July 1, 2016 to June 30, 2017)

| Program Delivered | Unit Rate | Funding Amounts |
|---|---|---|
| Title III C-1 Program Services (Congregate Meal Services) | $4.75 | $51,944 |
| Title III C-2 Program Services (Home-Delivered Meal Service) | $4.75 | $37,874 |
| Title III B Program Services (Telephone Reassurance Services) | $0.60 | $1,000 |
| TOTAL | | $90,818 |

**BUDGET IMPACT:**

Since the agreement was received approximately one week before it was set to expire and that the July 5th City Council meeting was cancelled, City staff was not able agendize this report and agreement until the July 18th City Council meeting thus the City will not be able to be reimbursed for any meals prior to signature of agreement. City staff will try to utilize donation funds to offset costs. However, it is still recommend that the City adopt a Resolution amending the FY 2016-2017 budget for an additional $5,000 to balance any deficit to the ENP account.

**CONCLUSION:**

It is recommended that the City Council consider the following:

a. Authorize the City Manager to execute a Subaward Agreement (Attachment “A” – Contract No. 1830) with County of Los Angeles Community and Senior Services (County) to grant access for Elderly Nutrition Program (ENP) Services at Las Palmas Park ; and

b. Adopt a Resolution (Attachment "B" - Resolution No. 7752) to increase the expenditures of Funds 001-422-3750 and 001-422-3752 by $5,000 for the FY 2016-2017 Budget.

**ATTACHMENTS:**

A. Contract No. 1830
B. Resolution No. 7752
C. Letter of Intent

SUBAWARD

BY AND BETWEEN

COUNTY OF LOS ANGELES

COMMUNITY AND SENIOR SERVICES

AND

CITY OF SAN FERNANDO

FOR

ELDERLY NUTRITION PROGRAM SERVICES

SUBAWARD NUMBER ENP161703

SUBAWARD PERIOD JULY 1, 2016 – JUNE 30, 2017

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## RECITALS

This agreement for services ("Subaward" or "Contract") is made and entered into this **July 1, 2016** by and between the parties identified below:

**County of Los Angeles**
**Community and Senior Services**
("County")

County's Business Address:
**3175 West Sixth Street**
**Los Angeles, Ca 90020**

and

**City of San Fernando**
("Subrecipient" or "Contractor")

Subrecipient's Business Address:
**117 N. McNeil Street**
**San Fernando, Ca 91340**

WHEREAS, pursuant to California Government Code Section 26227, County may operate programs which are determined to serve public purposes and County may contract with agencies for the provision of such services; and

WHEREAS, pursuant to the provisions of the Older Americans Act Title 42 United States Code Section 3001 et seq. ("OAA") and the Mello-Granlund Older Californians Act California Welfare and Institutions Code Section 9000 et seq. ("OCA"), the California Department of Aging ("CDA" or "State") is authorized to administer elements of the OAA and OCA as it relates to the provision of nutrition services; and

WHEREAS, County has established its Elderly Nutrition Program ("ENP" or "Program"), and County has entered into an agreement with State wherein State has approved County's Area Plan for Aging Program Services and has authorized County to implement its plan, oversee the Program services defined in Exhibit A (Statement of Work) ("Program Services" or "Services") and provide Services to Clients who are defined in Exhibit A (Statement of Work); and

WHEREAS, the Program Services shall be governed by the following regulations: OAA; OCA; Title 45 Code of Federal Regulations Part 1321 et seq.; Title 22 California Code of Regulations Section 7100 et seq.; California Business and Professions Code Sections 2585 and 2586; and, all regulations, directives and Program memoranda thereto which are promulgated by the United States Department of Health and Human Services, State and County; and

WHEREAS, County has received funding to establish, implement and oversee Program Services and such funding has been authorized by the following regulations: OAA Title III (Grants for State and Community Programs on Aging) Part A (General Provisions); OAA Title III (Grants for State and Community Programs on Aging) Part B (Grants for Supportive Services and Senior Centers); and, Title III (Grants for State and Community Programs on Aging) Part C (Nutrition Services); and

WHEREAS, County shall implement and oversee the Program Services within its jurisdictional

boundaries and, to this end, County has procured Subrecipient in order to enter into this Subaward with Subrecipient whereby Subrecipient shall provide these Services in accordance with all regulations, directives and Program memoranda (and all amendments thereto) which are promulgated by Federal, State and County authorities; and

WHEREAS, County and Subrecipient recognize and agree that specific terms (including, but not limited to, Subrecipient, Contractor, Subaward, Contract, etc.) which are used throughout this agreement for Services are required to be used interchangeably in order to comply with Federal, State and County regulations as stated in Subparagraph 2.2; and

WHEREAS, Subrecipient warrants that it possesses and shall maintain the competence, expertise and personnel necessary to provide such Services throughout the term of this Subaward; and

WHEREAS, Subrecipient further warrants that throughout the entirety of this Subaward, Subrecipient shall establish and implement written administrative, management and personnel policies and procedures to govern the management and administration of the Program in order to ensure that all goals and objectives are achieved as contracted; and

WHEREAS, on **June 14, 2016**, the Los Angeles County Board of Supervisors authorized the Director of County of Los Angeles Community and Senior Services ("County's Department Head") or his/her designee to enter, execute and administer this Subaward.

NOW therefore, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto agree as follows:

**1.0 APPLICABLE DOCUMENTS**

1.1 Exhibits A, D, E, F, G1, H, I, N, O, P, Q, R, S, T, U, V, W1, W2, W3, X1, X2, X3, Y, Z, AA, BB, CC, DD, EE, FF and GG are attached to and form a part of this Subaward. This Subaward constitutes the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Subaward. No change to this Subaward shall be valid unless prepared pursuant to Subparagraph 8.1 (Amendments) and signed by both parties.

1.2 Intentionally Omitted

1.3 The headings, page numbers, Paragraph and Subparagraph numbers contained in this Subaward are for convenience and reference only and are not intended to define the scope of any provision herein.

1.4 References in this Subaward to Federal, State, County and/or other governmental laws, rules, regulations, ordinances, guidelines, directives and Program memoranda shall mean such laws, rules, regulations, ordinances, guidelines, directives and Program memoranda as amended, revised and/or modified from time to time. To access current County directives, contact your assigned Contract Analyst or visit County's website at: http://css.lacounty.gov/programs/program-directives/.

1.5 Unless expressly stated otherwise, all approvals, consents and determinations made by or on behalf of County, under this Subaward, shall be in writing, and shall be given or made in the sole discretion of the person or County agent authorized to provide such approval or consent.

1.6 In the event of any conflict or inconsistency in the definition or interpretation of

any word, responsibility, schedule or the contents or description of any task, deliverable, goods, Service, other work, or otherwise between the base Subaward and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Subaward and then to the Exhibits according to the following priority:

1.6.1 Exhibit A (Statement of Work)

1.6.2 Exhibit D (Subrecipient's Equal Employment Opportunity Certification)

1.6.3 Exhibit E (County's Administration)

1.6.4 Exhibit F (Subrecipient's Administration)

1.6.5 Exhibit G1 (Subrecipient Acknowledgement and Confidentiality Agreement)

1.6.6 Exhibit H (Jury Service Ordinance)

1.6.7 Exhibit I (Safely Surrendered Baby Law)

1.6.8 Exhibit N (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"))

1.6.9 Exhibit O (Charitable Contributions Certification)

1.6.10 Exhibit P (Definitions)

1.6.11 Exhibit Q (Accounting, Administration and Reporting Requirements)

1.6.12 Exhibit R (Joint Funding Revenue Disclosure)

1.6.13 Exhibit S (Purchase, Inventory and Disposal Requirements for Fixed Assets, Non-Fixed Assets and Supplies)

1.6.14 Exhibit T (Inventory Control Form)

1.6.15 Exhibit U (Certification of Compliance with County's Defaulted Property Tax Reduction Program)

1.6.16 Exhibit V (Contract Management System - Contractor's Gateway Terms and Conditions of Use)

1.6.17 Exhibit W1 (Budget for Title III C-1 Program Services)

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1.6.19 Exhibit W3 (Budget for Title III B Program Services)

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1.6.24 Exhibit Z (Cost Allocation Plan)

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1.6.30 Exhibit FF (Guidelines for Developing Mandated Program Services for Title III B Program)

1.6.31 Exhibit GG (Subrecipient's Compliance with Encryption Requirements)

**2.0 DEFINITIONS AND HEADINGS**

2.1 The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. Exhibit P (Definitions) provides the meaning of key words used herein. These definitions shall be construed to have the meaning provided, unless otherwise apparent from the context in which they are used, or specifically noted herein.

2.2 In order to comply with the requirements of Title 45 Code of Federal Regulations Part 75 et al., throughout the entirety of this Subaward, specific terms are used to refer to this agreement which is identified as "Subaward By and Between County of Los Angeles Community and Senior Services and City of San Fernando for Elderly Nutrition Program Services Subaward Number ENP161703 Subaward Period July 1, 2016 - June 30, 2017" ("Subaward"), the party to this agreement who is identified as **City of San Fernando** ("Subrecipient"), a third-party agreement ("Lower Tier Subaward") and a third-party ("Lower Tier Subrecipient"). In order to comply with County of Los Angeles statutes and Board mandates, in some instances, other similar terms are also used to refer to this agreement which is identified as "Subaward By and Between County of Los Angeles Community and Senior Services and City of San Fernando for Elderly Nutrition Program Services Subaward Number ENP161703 Subaward Period July 1, 2016 - June 30, 2017" ("Contract"), the party to this agreement who is identified as **City of San Fernando** ("Contractor"), a third-party agreement ("Subcontract") and/or a third-party ("Subcontractor"). In all cases, when the terms Subaward, Subrecipient, Lower Tier Subaward and Lower Tier Subrecipient are used then these shall have the meaning provided herein and as noted in Exhibit P (Definitions).

**3.0 WORK**

3.1 Pursuant to the provisions of this Subaward, Subrecipient shall fully perform, complete and deliver on time, all tasks, deliverables, Services and other work as set forth herein.

3.2 If Subrecipient provides any tasks, deliverables, goods, Services, or other work, other than as specified in this Subaward, the same shall be deemed to be a gratuitous effort on the part of Subrecipient, and Subrecipient shall have no claim whatsoever against County.

3.3 In the performance of this Subaward, Subrecipient shall comply with the following (which may be amended, modified or revised from time to time by County and/or other funding authorities): all terms and conditions of this Subaward (including all terms contained in the Exhibits hereto) as well as those imposed and required by County and/or other funding authorities; all Program memoranda; implementing regulations; grant requirements; and, all relevant rules and policies.

3.4 Subrecipient acknowledges that time is of the essence in the provision and completion of the Work provided to County as stipulated in this Subaward, as is the timely conveyance of reporting deliverables to County, as also stipulated in this Subaward.

3.5 Subrecipient's performance under the requirements of this Subaward will be evaluated during the Fiscal Year. Subrecipient shall provide one-hundred percent (100%) of Services and expend one-hundred percent (100%) of the Maximum Subaward Sum as stated in: Paragraph 5.0 (Subaward Sum); Exhibit A (Statement of Work), Attachment G (Performance Requirements Summary Chart); Exhibit W1 (Budget for Title III C-1 Program Services); Exhibit W2 (Budget for Title III C-2 Program Services); Exhibit W3 (Budget for Title III B Program Services); Exhibit X1 (Mandated Program Services for Title III C-1 Program); Exhibit X2 (Mandated Program Services for Title III C-2 Program); and Exhibit X3 (Mandated Program Services for Title III B Program).

3.6 Intentionally Omitted

3.7 Subrecipient acknowledges that this Subaward includes Performance Requirements and Standards which are provided in Exhibit A (Statement of Work), Attachment G (Performance Requirements Summary Chart). These Requirements will be used to measure Subrecipient's performance of the Subaward and the Work. Subrecipient shall adhere to the Performance Requirements, Standards and the corresponding Acceptable Quality Level identified in Exhibit A (Statement Work), Attachment G (Performance Requirements Summary Chart).

3.8 Maximum Subaward Sum and the Services associated with those funds may be reduced from Subrecipient's allocation and reallocated to other ENP subrecipients that are performing and/or expending at a higher level and qualify for increases if Subrecipient fails to provide at least ninety-five percent (95%) of the Services and/or expend at least ninety-five percent (95%) of the Maximum Subaward Sum allocated under this Subaward in Paragraph 5.0 (Subaward Sum).

3.9 In the performance of this Subaward as it relates to the Work for Fiscal Year 2016-17, at a minimum Subrecipient shall provide the same level of Title III C-1 Program Services and Title III C-2 Program Services that Subrecipient provided during Fiscal Year 2015-16. To ensure that Subrecipient adheres to the requirements for providing Title III C-2 Program Services, Subrecipient shall provide the mandated number of Emergency Meals as outlined in Exhibit

A (Statement of Work), Subsection 10.5 (Emergency Meal Services Requirements for Home-Delivered Meal Clients) which shall be included as a portion of the minimum level of Program Services.

**4.0 TERM OF SUBAWARD**

4.1 The term of this Subaward shall be one (1) year commencing on July 1, 2016, upon execution by the parties, and shall continue through June 30, 2017, unless sooner terminated or extended in writing by County, in whole or in part, as provided in this Subaward. The term of this Subaward will operate on County's Fiscal Year period as defined in Exhibit P (Definitions).

4.2 Intentionally Omitted

4.3 Subrecipient acknowledges County maintains databases that track/monitor Subrecipient's performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise a Subaward term extension option.

4.4 Contractor (that is "Subrecipient") shall notify County when this Contract (that is "Subaward") is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to County's Contract Manager at the address herein provided in Exhibit E (County's Administration).

**5.0 SUBAWARD SUM**

**5.1 COST REIMBURSEMENT SUBAWARD**

5.1.1 County and Subrecipient agree that this is a cost reimbursement Subaward based on the firm-fixed unit rate(s) set forth in Exhibit W1 (Budget for Title III C-1 Program Services), Exhibit W2 (Budget for Title III C-2 Program Services), Exhibit W3 (Budget for Title III B Program Services), Exhibit X1 (Mandated Program Services for Title III C-1 Program), Exhibit X2 (Mandated Program Services for Title III C-2 Program) and Exhibit X3 (Mandated Program Services for Title III B Program) for the Fiscal Years identified in each such document. This unit rate(s) shall remain firm and fixed throughout the entire term of this Subaward. County and Subrecipient further agree that the unit rate(s) represents Subrecipient's true, actual and supported costs which are incurred solely for providing Services hereunder. For purposes of this Subaward, such true/actual costs are those costs which are net of any applicable credits including, but not limited to, discounts, refunds, adjustments, rebates, allowances, etc. and are inclusive of any taxes, delivery/shipping charges, etc. County shall reimburse Subrecipient for supplying the Services as set forth in Exhibit A (Statement of Work), Exhibit W1 (Budget for Title III C-1 Program Services), Exhibit W2 (Budget for Title III C-2 Program Services), Exhibit W3 (Budget for Title III B Program Services), Exhibit X1 (Mandated Program Services for Title III C-1 Program), Exhibit X2 (Mandated Program Services for Title III C-2 Program) and Exhibit X3 (Mandated Program Services for Title III B Program). In the event that County or any of its duly authorized representatives (including, but not limited to, Federal, State and other County agents) notes any discrepancy(ies) between Subrecipient's true/actual costs and the costs which have been reimbursed to Subrecipient then County shall remedy such discrepancy(ies) at County's sole discretion.

5.1.2 Subrecipient shall track Subaward Sums and contributions. Subrecipient shall provide a tracking of Subaward Sums during an audit as indicated in Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement).

**5.2 FUNDING ALLOCATIONS**

5.2.1 **Maximum Subaward Sum**

5.2.1.1 During the term of this Subaward, Subrecipient shall receive funding for providing the Services outlined in this Subaward ("Subaward Sum" or "Maximum Subaward Sum"). The Maximum Subaward Sum for this Subaward is **$90,818**. In the event that County allocates additional funds to and/or reduces funds from this Subaward through an amendment (in accordance with Subparagraph 8.1 (Amendments)), the resulting funding will be the Maximum Subaward Sum.

5.2.1.2 Pursuant to Subparagraph 8.1 (Amendments), County may amend this Subaward upon occurrence of any changes to the Subaward Sums. Future allocations of the Subaward Sums will be contingent upon Subrecipient's level of performance/expenditure and the availability and appropriation of funds from Federal, State and/or local authorities and such funds may be subsequently adjusted to reflect available funding.

5.2.2 **Maximum Subaward Sum Funding Source(s)**

5.2.2.1 The Maximum Subaward Sum for this Subaward is comprised of monies which are identified by the funding source(s) or governing statue(s) listed below. The funding source(s) and governing statute(s) authorize County to use these monies to provide Program Services.

5.2.2.2 Older Americans Act Title III B (Supportive Services and Senior Centers Program Authorized) funds: **$1,000**

5.2.2.3 Older Americans Act Title III C-1 funds: **$51,944**

5.2.2.4 Older Americans Act Title III C-2 funds: **$37,874**

**5.3 CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) PROGRAM NUMBER(S)**

5.3.1 Subaward Sums, either in whole or in part, are identified as Federal monies. The Federal portion(s) of the Subaward Sums has been assigned both a CFDA program number (which identifies and describes the Federal assistance that is available to various entities) and a Federal Grantor office (which provides oversight and administration for these Federal monies). When Subrecipient and its Lower Tier Subrecipient(s), if any, are being audited by an independent auditor, Subrecipient shall provide the following CFDA program information to the independent auditor: CFDA program number; and, name of the assigned Federal Grantor office. This CFDA program information is

outlined herein and is only available for the Federal portion(s) of the Subaward Sum. In the event that the CFDA program information is not listed herein for all of the Federal monies included in the Subaward Sum then the excluded monies are not Federal monies and therefore the CFDA program information is not applicable to them.

5.3.2 **CFDA Program Number(s) and Federal Grantor Funding Source(s)**

5.3.2.1 The CFDA program number for OAA Title III A Nutrition Services Incentive Program which governs both Title III C-1 Program Services and Title III C-2 Program Services is 93.053 - Nutrition Services Incentive Program. The Federal Grantor funding source is the United States Department of Health and Human Services, Administration for Community Living.

5.3.2.2 The CFDA program number for OAA Title III B which governs Title III B Program Services is 93.044 - Special Programs for the Aging Title III Part B (Grants for Supportive Services and Senior Centers). The Federal Grantor funding source is the United States Department of Health and Human Services, Administration for Community Living.

5.3.2.3 The CFDA program number for OAA Title III C which governs both Title III C-1 Program Services and Title III C-2 Program Services is 93.045 - Special Programs for the Aging Title III Part C (Nutrition Services). The Federal Grantor funding source is the United States Department of Health and Human Services, Administration for Community Living.

**5.4 ASSUMPTION OR TAKEOVER**

5.4.1 Subrecipient shall not be entitled to payment or reimbursement for any tasks or Services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of Subrecipient's duties, responsibilities, or obligations, or performance of same by any person or entity other than Subrecipient, whether through assignment, Lower Tier Subaward, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with County's express prior written approval.

**5.5 LIMITATIONS ON USE OF SUBAWARD SUMS**

5.5.1 Subaward Sums may only be used for the purposes set forth herein, and must be consistent with the statutory authority for the Program.

5.5.2 Expenditures made by Subrecipient in the operation of this Subaward shall be in compliance and in conformity with Title 45 Code of Federal Regulations Part 75 et al. Subrecipient shall comply with the Administrative Requirements and Cost Principles which are outlined in Exhibit Q (Accounting,

Administration and Reporting Requirements), and shall adhere to the strict administrative and fiscal standards described therein. Subrecipient shall be responsible for obtaining Title 45 Code of Federal Regulations Part 75 et al., which is available via the Internet at http://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75. Subrecipient shall also comply with the applicable requirements and standards referred to in Title 45 Code of Federal Regulations Part 1321.5 (Grants to State and Community Programs on Aging).

5.5.3 **Limitations on Subaward Sums**

5.5.3.1 Subrecipient shall not be paid for any Subaward expenditures that exceed the Maximum Subaward Sum. County has no obligation, whatsoever, to pay for any expenditures that exceed the Maximum Subaward Sum. Any expenditures that exceed the Maximum Subaward Sum shall become the sole fiscal responsibility of Subrecipient.

5.5.3.2 Subrecipient shall only expend Subaward Sums during the Fiscal Year or Program Year for which it is allocated. Should County exercise its option to extend this Subaward and Subrecipient does not expend funding up to the Maximum Subaward Sum appropriated for the Fiscal Year or Program Year, that unspent amount will not carry forward (or roll-over) to the following Fiscal Year or Program Year.

5.5.4 **Prohibitions on Subaward Sums**

5.5.4.1 Subrecipient shall comply with Public Law (PL) 101-121 (Title 31 United States Code Section 1352), its amendments or revisions, and any implementing regulations, prohibiting the use of Federal money to influence or attempt to influence a member of Congress, Congressional staff, or a Federal employee to award, make or amend any Federal subaward, grant, loan or cooperative agreement. Subrecipient shall also comply with all certification and disclosure requirements of PL 101-121, its amendments, revisions, and implementing regulations, and shall provide assurance that all Lower Tier Subrecipients under this Subaward also fully comply with such certification and disclosure requirements.

5.5.4.2 No materials, property, or Services contributed to County or Subrecipient under this Subaward shall be used in the performance of any of the following: any political activity; the election of any candidate or the defeat of any candidate for public office; and, the transportation of any voters or prospective voters to polls or other similar assistance in connection with an election or any voter registration activity.

5.5.4.3 Subaward Sums may not be used for matching

funds for any Federal, State, County or local grants/cooperative agreements, lobbying or intervention in Federal regulatory or adjudicatory proceedings.

5.5.4.4 Subaward Sums may not be used to sue the Federal government or any other government entity.

5.5.4.5 Pre-award costs are not an allowable use for Subaward Sums.

**5.6 75% OF SUBAWARD AUTHORIZATION**

5.6.1 Contractor (that is "Subrecipient") shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Maximum Subaward Sum under this Contract (that is "Subaward"). Upon occurrence of this event, Contractor shall send written notification to County's Contract Manager at the address provided in Exhibit E (County's Administration).

**5.7 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF SUBAWARD**

5.7.1 Contractor (that is "Subrecipient") shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any Service provided by Contractor after the expiration or other termination of this Contract (that is "Subaward"). Should Contractor receive any such payment, Contractor shall immediately notify County's Contract Manager and shall immediately repay all such funds to County. Payment by County for Services rendered after expiration or termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

**5.8 OTHER SUBAWARDS**

5.8.1 Subrecipient shall immediately notify County's Contract Manager in writing of any contracts between Subrecipient and other public or private organizations which directly impact activities funded under this Subaward. A copy of any such contracts shall be kept on file at Subrecipient's offices and shall be provided to County upon request. Subrecipient shall also immediately notify County's Contract Manager in writing of any default, termination, or finding of withheld payments under such contracts between Subrecipient and other public or private organizations which directly impact activities funded under this Subaward.

5.8.2 Subrecipient warrants that no other funding source will be billed for Services that are provided to and paid for by County under this Subaward.

**5.9 JOINT FUNDING REVENUES**

5.9.1 Funds made available under this Subaward shall supplement and not supplant any other Federal, State or local funds expended by Subrecipient to provide Program Services. Subrecipient certifies that it has applied, or expects to apply, to offset in whole or in part, any of the costs incurred by Subrecipient in conducting current or prospective projects or

business activities, including, but not necessarily limited to, the project or business activity which is the subject of this Subaward. To this end, Subrecipient shall complete Exhibit R (Joint Funding Revenue Disclosure) prior to the commencement of this Subaward (and annually thereafter). Subrecipient shall submit the completed Exhibit R (Joint Funding Revenue Disclosure) to County's Contract Manager in the time and manner as designated by County.

**5.10 INVOICES AND PAYMENTS**

5.10.1 Subrecipient shall invoice County only for providing the tasks, deliverables, goods, Services, and other work specified in Exhibit A (Statement of Work), Exhibit X1 (Mandated Program Services for Title III C-1 Program), Exhibit X2 (Mandated Program Services for Title III C-2 Program), Exhibit X3 (Mandated Program Services for Title III B Program) and elsewhere hereunder. Subrecipient shall prepare invoices, which shall include the charges owed to Subrecipient by County under the terms of this Subaward. Each invoice shall be based on actual expenditures and Subrecipient shall not submit an invoice based on budgeted or estimated costs (i.e., Subrecipient shall not submit an invoice based on 1/12th of its Maximum Annual Subaward Sum or its Maximum Subaward Sum). Payments to Subrecipient shall be based on the information provided by Subrecipient as established in Exhibit W1 (Budget for Title III C-1 Program Services), Exhibit W2 (Budget for Title III C-2 Program Services), Exhibit W3 (Budget for Title III B Program Services), Exhibit X1 (Mandated Program Services for Title III C-1 Program), Exhibit X2 (Mandated Program Services for Title III C-2 Program) and Exhibit X3 (Mandated Program Services for Title III B Program) for the Fiscal Year identified therein, and Subrecipient shall be paid only for the tasks, deliverables, goods, Services, budgeted items and other work approved in writing by County. If County does not approve the Work in writing, no payment shall be due to Subrecipient for that Work.

5.10.2 Subrecipient's invoices shall be priced in accordance with the information provided in Exhibit W1 (Budget for Title III C-1 Program Services), Exhibit W2 (Budget for Title III C-2 Program Services), Exhibit W3 (Budget for Title III B Program Services), Exhibit X1 (Mandated Program Services for Title III C-1 Program), Exhibit X2 (Mandated Program Services for Title III C-2 Program), and Exhibit X3 (Mandated Program Services for Title III B Program) for the Fiscal Year identified therein.

5.10.3 Subrecipient's invoices shall contain the information set forth in Exhibit A (Statement of Work), Exhibit W1 (Budget for Title III C-1 Program Services), Exhibit W2 (Budget for Title III C-2 Program Services), Exhibit W3 (Budget for Title III B Program Services), Exhibit X1 (Mandated Program Services for Title III C-1 Program), Exhibit X2 (Mandated Program Services for Title III C-2 Program), and Exhibit X3 (Mandated Program Services for Title III B Program) for the Fiscal Year identified therein, describing the tasks, deliverables, goods, Services, Work hours, budgeted items and facility and/or other work for which payment is claimed.

5.10.4 **Submission of Invoices**

5.10.4.1 Subrecipient shall prepare monthly invoices, along with any necessary supporting documentation for each invoice, for Subrecipient's Work performed under the requirements of this Subaward. Upon direction of County, Subrecipient shall provide all support documentation required by County, including, but not limited to, vendor invoices, receipts of payment, bank statements, and/or bank registers. All supporting documentation must be able to justify the costs invoiced and be submitted to County within thirty (30) days following the date the corresponding monthly invoice is submitted. County reserves the right to require Subrecipient to upload all required support documentation using County's Information Technology Systems (ITS) which may include the Contract Management System (CMS) - Contractor's Gateway or via other ITS identified by County. Subrecipient shall submit all invoices to County in the form and manner as directed by County by the 10th calendar day of the month following the month of Service (e.g., Subrecipient shall submit an invoice for Services provided in October by November 10th for reimbursement). Subrecipient shall also submit the final, year-end invoice to County no later than the 10th calendar day of the month following the month in which final Services were provided during the Fiscal Year or Program Year. In both instances, when the 10th calendar day falls on a non-business day (Saturday, Sunday or Los Angeles County holiday), Subrecipient shall submit the invoice by the following business day. County reserves the right to modify in writing the due date(s) for the submission of invoices as needed in order to meet regulatory deadlines.

5.10.4.2 Subrecipient shall submit an invoice for each month of Service as directed above and invoices shall be submitted in chronological order (e.g., July, August, September, etc.). For example, Subrecipient shall not submit the September invoice unless the August invoice was previously submitted by the 10th calendar day following the month of August. County will not be under any obligation to pay any invoice that is submitted out of chronological order until Subrecipient takes the appropriate measures to adhere to these requirements.

5.10.4.3 When Subrecipient does not incur any expenditures for the month of Service, Subrecipient shall prepare an invoice as directed by County so that the invoice reflects zero ($0) expenditures. Subrecipient shall submit the invoice according to the procedures outlined herein and as further directed by County.

5.10.4.4 Subrecipient is responsible for the accuracy of invoices submitted to County. Subrecipient shall

reconcile its invoices and correct inaccuracies or inconsistencies in the invoices it submits to County. Subrecipient and County agree as follows:

5.10.4.4.1 When County or its designee discovers that Subrecipient has been overpaid, County will send Subrecipient written notification to request return of the overpayment. Overpayment includes, but is not limited to, payment(s) made to Subrecipient that exceeds either the Maximum Annual Subaward Sum or the Maximum Subaward Sum. Subrecipient shall return such overpayment to County's Compliance Manager within thirty (30) days of receiving County's written notification.

5.10.4.4.2 When Subrecipient receives or discovers any overpayment from County, Subrecipient shall immediately notify County's Compliance Manager in writing of such overpayment. Subrecipient shall immediately return such overpayment to County's Compliance Manager within thirty (30) days of receiving or discovering the overpayment.

5.10.4.4.3 At County's sole election, overpayment made to Subrecipient may be used to offset future payments due Subrecipient.

5.10.4.5 Subrecipient shall submit a complete, accurate, verifiable and timely invoice for each month of Service as directed above. Subrecipient shall also submit a complete, accurate, verifiable and timely final year-end invoice as also directed above. Subrecipient's failure to comply with these requirements may result in delayed processing of payment(s). Any invoice which does not adhere to County's requirements may be rejected at County's sole discretion. Subrecipient's continued non-compliance with County's invoicing policies and procedures may lend Subrecipient to remedies which County may impose at County's sole discretion.

5.10.5 **County Approval of Invoices**

5.10.5.1 All invoices submitted by Subrecipient for payment must have the written approval of County's Contract Manager or designee prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.10.5.2 County will review Subrecipient's supporting documentation for its invoice and reconcile between the invoice and the supporting documentation. County will also use the supporting documentation to confirm that all of Subrecipient's costs reported on the invoice have been paid. County will communicate any discrepancies with Subrecipient to acquire additional information, if needed. This will ensure that any questioned cost(s) is addressed before the cost(s) becomes disallowed. In the event Subrecipient is not able to substantiate the cost(s), Subrecipient will have to repay County for all unsubstantiated costs, Subrecipient may be removed from eligibility for future cash advances (if cash advances are allowed under this Subaward), Subrecipient's payments may be suspended, and/or County may impose other remedies deemed appropriate by County.

5.10.6 **Payments to Subrecipient**

5.10.6.1 In accordance with the invoicing policies and procedures set forth in this Subaward as well as those provided by County, County agrees to pay Subrecipient for the satisfactory provision of the Services identified in Exhibit A (Statement of Work) and any amendments, addendums or modifications thereto. Such payment shall not exceed the amount(s) indicated in Subparagraph 5.2 (Funding Allocations). All payments to Subrecipient will be made in arrears on a monthly basis for Services performed, provided that Subrecipient is not in default under any provision of this Subaward. County has no obligation to pay for any work except those Services expressly authorized by this Subaward.

5.10.6.2 Payments to Subrecipient will be made within thirty (30) calendar days after receipt of an "undisputed invoice". For purposes of this Subparagraph 5.10.6, an undisputed invoice shall mean an invoice which does not contain errors and has been completed and submitted by Subrecipient pursuant to the requirements outlined herein and as directed by County. County has the final authority to determine whether or not an invoice is an undisputed invoice. Subrecipient shall promptly adhere to County's instructions for correcting an invoice in order to prevent any delays in processing payment(s). Until Subrecipient submits an undisputed invoice, County will not be under any obligation to pay any invoice that is not submitted pursuant to the requirements outlined herein and as directed by County.

5.10.6.3 All payments for Services provided under the terms of this Subaward shall be made to Subrecipient using Subrecipient's legal name and tax payer identification number. Subrecipient shall not

request payments to be made to third-party vendors or any vendor which Subrecipient may use in the performance of this Subaward (i.e., Lower Tier Subrecipients). For purposes of this Subaward, Subrecipient's legal name is identified as the name on Subrecipient's articles of incorporation, charter or other legal document that was used to create Subrecipient's organization.

5.10.6.4 **Direct Deposit Requirements**

5.10.6.4.1 In an effort to reduce costs, Subrecipient shall receive payments through direct deposit and shall adhere to County's direct deposit requirements. Subrecipient shall complete a direct deposit authorization form and submit it to County's Contract Manager in the time and manner as prescribed by County.

5.10.6.5 **Past Due Invoice**

5.10.6.5.1 Any invoice submitted more than thirty (30) days after the last day of the month in which the Services were rendered shall constitute a "past due invoice". Notwithstanding any other provision of this Subaward, Subrecipient and County agree that County shall have no obligation whatsoever to pay any past due invoices. County may, in its sole discretion, pay some or all of a past due invoice which Subrecipient has submitted, provided that sufficient funds remain available under this Subaward.

5.10.6.6 **Method of Compensation Adjustment**

5.10.6.6.1 During the Fiscal Year period within the term of this Subaward, County, at its sole discretion, has the option of altering the method of compensation/payment from full reimbursement for Services completed to an amount equal to one-twelfth (1/12) of the Maximum Subaward Sum amount per month. County may pursue this method of compensation if Subrecipient is providing Services to more Clients than anticipated and it appears that Subaward Sums will be completely depleted before the end of the Fiscal Year. County will provide Subrecipient with at least two (2) weeks advance written notice of its decision to alter the method of compensation.

5.10.6.6.2 In no event shall County's decision to alter the method of compensation affect the Term, Maximum Subaward Sum, Work, or any other provision under this Subaward unless such change is made pursuant to a validly executed Amendment to this Subaward noting any such change(s).

5.10.7 **Subaward-Related Documents**

5.10.7.1 Subrecipient's failure to timely submit Subaward-related documents that are accurate and complete, as requested or required by County, may result in suspension of payments to Subrecipient or other remedies provided by law or under this Subaward. Such documents shall include, but are not limited to, the documents outlined in Subparagraph 9.22 (Subaward Document Deliverables), Subparagraph 9.23 (Fiscal Reporting Requirements) and the following: Exhibit A (Statement of Work), Attachment H (Site Summary for Title III C-1 Program Services); Exhibit A (Statement of Work), Attachment I (Route Summary for Title III C-2 Program Services); Exhibit D (Subrecipient's Equal Employment Opportunity Certification); Exhibit F (Subrecipient's Administration); Exhibit G1 (Subrecipient Acknowledgement and Confidentiality Agreement); Exhibit O (Charitable Contributions Certification); Exhibit R (Joint Funding Revenue Disclosure); Exhibit T (Inventory Control Form); Exhibit U (Certification of Compliance with County's Defaulted Property Tax Reduction Program); Exhibit W1 (Budget for Title III C-1 Program Services) for the Fiscal Year of the Subaward term; Exhibit W2 (Budget for Title III C-2 Program Services) for the Fiscal Year of the Subaward term; Exhibit W3 (Budget for Title III B Program Services) for the Fiscal Year of the Subaward term; Exhibit X1 (Mandated Program Services for Title III C-1 Program) for the Fiscal Year of the Subaward term; Exhibit X2 (Mandated Program Services for Title III C-2 Program) for the Fiscal Year of the Subaward term; Exhibit X3 (Mandated Program Services for Title III B Program) for the Fiscal Year of the Subaward term; Exhibit Y (List of Lower Tier Subawards); Exhibit Z (Cost Allocation Plan); and, Exhibit GG (Subrecipient's Compliance with Encryption Requirements).

5.10.8 **Local Small Business Enterprise (Local SBE) - Prompt Payment Program**

5.10.8.1 It is the intent of County that Certified Local SBEs will receive prompt payment for Services they provide to County. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice that has been properly matched against a receiving or shipping document, service

deliverable or payment schedule, or any other validation of receipt document.

**5.11 INTENTIONALLY OMITTED**

**5.12 MATCH CONTRIBUTION**

5.12.1 Subrecipient shall provide a required match contribution to offset the total cost of providing Program Services for the Fiscal Year. Subrecipient's match contribution shall be reflected in Exhibit W1 (Budget for Title III C-1 Program Services), Exhibit W2 (Budget for Title III C-2 Program Services) and Exhibit W3 (Budget for Title III B Program Services). The match contribution is the non-Federal share of funding provided by Subrecipient to support the Subaward activities and it may take the form of a cash match contribution, an in-kind match contribution and/or both. This match is calculated as a percentage of the Maximum Subaward Sum reflected in Paragraph 5.0 (Subaward Sum).

5.12.2 The match contribution requirements for this Subaward include the following:

5.12.2.1 Title III C-1 Program Services: fifteen percent (15%) of the Maximum Subaward Sum as outlined in Exhibit AA (Guidelines for Developing Budget for Title III C-1 Program Services).

5.12.2.2 Title III C-2 Program Services: fifteen percent (15%) of the Maximum Subaward Sum as outlined in Exhibit BB (Guidelines for Developing Budget for Title III C-2 Program Services).

5.12.2.3 Title III B Program Services: fifteen percent (15%) of the Maximum Subaward Sum as outlined in Exhibit CC (Guidelines for Developing Budget for Title III B Program Services).

**5.13 SUBRECIPIENT INDIRECT COSTS**

5.13.1 The maximum amount of indirect costs that is payable under this Subaward is ten percent (10%) of the Maximum Subaward Sum for Title III C-1 Program Services and ten percent (10%) of the Maximum Subaward Sum for Title III C-2 Program Services. Subrecipient shall not charge indirect costs exceeding the ten percent (10%) maximum to this Subaward. Indirect costs in excess of the ten percent (10%) maximum may be budgeted as a match contribution and used to meet the minimum match requirement specified in Subparagraph 5.12 (Match Contribution).

5.13.2 The requirements for indirect costs are further outlined in Exhibit Q (Accounting, Administration and Reporting Requirements), Exhibit AA (Guidelines for Developing Budget for Title III C-1 Program Services), Exhibit BB (Guidelines for Developing Budget for Title III C-2 Program Services) and CSS directive CCD-15-03 (Cost Allocation and Indirect Cost Requirements for CSS Subawards).

**6.0 ADMINISTRATION OF SUBAWARD - COUNTY**

**6.1 COUNTY ADMINISTRATION**

6.1.1 A listing of all County Administration referenced in the following Subparagraphs is provided in Exhibit E (County's Administration). County will notify Subrecipient in writing of any change in the names or addresses shown.

**6.2 COUNTY'S CONTRACT MANAGER**

6.2.1 The role of County's Contract Manager or his/her designee may include:

6.2.1.1 Coordinating with Subrecipient and ensuring Subrecipient's performance of the Subaward. However, in no event shall Subrecipient's obligation to fully satisfy all of the requirements of this Subaward be relieved, excused or limited thereby.

6.2.1.2 Upon request of Subrecipient, providing direction to Subrecipient, as appropriate in areas relating to County policy, information requirements, and procedural requirements. However, in no event shall Subrecipient's obligation to fully satisfy all of the requirements of this Subaward be relieved, excused or limited thereby.

6.2.1.3 Making revisions which do not materially affect the terms and conditions of this Subaward in accordance with Subparagraph 9.9 (Modifications).

6.2.1.4 Acting on behalf of County with respect to approval of Lower Tier Subawards and Lower Tier Subrecipient employees working on this Subaward.

**6.3 COUNTY'S PROGRAM MANAGER**

6.3.1 The role of County's Program Manager or his/her designee may include:

6.3.1.1 Meeting with Subrecipient's Project Manager on a regular basis.

6.3.1.2 Inspecting any and all tasks, deliverables, goods, Services, or other work provided by or on behalf of Subrecipient. However, in no event shall Subrecipient's obligation to fully satisfy all of the requirements of this Subaward be relieved, excused or limited thereby.

6.3.2 County's Program Manager is not authorized to make any changes in any of the terms and conditions of this Subaward and is not authorized to further obligate County in any respect whatsoever.

**6.4 COUNTY'S COMPLIANCE MANAGER**

6.4.1 The role of County's Compliance Manager or his/her designee may include:

6.4.1.1 Verifying Subrecipient's compliance with the requirements of this Subaward.

6.4.1.2 Overseeing and monitoring the delivery of Services. However, in no event shall Subrecipient's obligation to fully satisfy all of the requirements of this Subaward be relieved, excused or limited thereby.

6.4.1.3 Ensuring that the objectives of this Subaward are met.

## 7.0 ADMINISTRATION OF SUBAWARD - SUBRECIPIENT

### 7.1 SUBRECIPIENT ADMINISTRATION

7.1.1 A listing of all of Subrecipient's administration referenced in the following Subparagraphs is provided in Exhibit F (Subrecipient's Administration). Subrecipient will notify County's Contract Manager in writing of any change in the names or addresses shown.

### 7.2 SUBRECIPIENT'S PROJECT MANAGER

7.2.1 Subrecipient's Project Manager is designated in Exhibit F (Subrecipient's Administration). Subrecipient shall notify County's Contract Manager in writing of any change in the name or address of Subrecipient's Project Manager immediately upon occurrence of the change but no later than five (5) business days after the change is effective.

7.2.2 Subrecipient's Project Manager shall be responsible for Subrecipient's day-to-day activities as related to this Subaward and shall meet and coordinate with County's Contract Manager, County's Program Manager and County's Compliance Manager on a regular basis.

7.2.3 Subrecipient's Project Manager must have the qualifications and experience identified in Exhibit A (Statement of Work).

### 7.3 APPROVAL OF SUBRECIPIENT'S STAFF

7.3.1 County has the absolute right to approve or disapprove all of Subrecipient's staff performing Work hereunder and any proposed changes in Subrecipient's staff, including, but not limited to, Subrecipient's Project Manager. Subrecipient shall provide County's Program Manager with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

### 7.4 SUBRECIPIENT'S STAFF IDENTIFICATION

7.4.1 Subrecipient shall provide, at Subrecipient's expense, all staff/employees providing Services under this Subaward with a photo identification badge ("badge"). The badge shall be developed in accordance with County's specifications. Subrecipient shall obtain approval for the format and content of the badge from County's Program Manager prior to Subrecipient creating, issuing, or implementing use of the badge.

7.4.2 Subrecipient's staff, while on duty or when entering County facilities or grounds, shall prominently display the badge on the upper part of the body. Subrecipient's staff may be asked by a

County representative to leave a County facility if Subrecipient's staff does not have the photo identification badge on his/her person and Subrecipient's staff must immediately comply with such request.

7.4.3 Subrecipient shall notify County's Contract Manager within five (5) days when staff is terminated from working under this Subaward. Subrecipient shall retrieve and immediately destroy the employee's badge upon the employee's termination of employment with Subrecipient.

7.4.4 If County requests the removal of Subrecipient's staff, Subrecipient shall retrieve and immediately destroy an employee's badge at the time the employee is removed from working on this Subaward.

**7.5 BACKGROUND AND SECURITY INVESTIGATIONS**

7.5.1 Each of Subrecipient's staff/employees providing Services under this Subaward who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to provide Services under this Subaward. This background investigation shall be conducted on an annual basis throughout the entire term of this Subaward. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and Federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of Subrecipient, regardless of whether the member of Subrecipient's staff passes or fails the background investigation. For purposes of this Subaward, a sensitive position is one in which the duties pose a potential threat or risk to Client when performed by persons who have a criminal history incompatible with those duties, whether those persons are employees of Subrecipient or other individuals who provide Services on behalf of Subrecipient pursuant to this Subaward. For Work performed under this Subaward, sensitive positions include (but is not limited to) the following:

7.5.1.1 Positions that involve the care, oversight, or protection of persons through direct contact with such persons (e.g., social worker, case manager, etc.).

7.5.1.2 Positions having direct or indirect access to funds or negotiable instruments (e.g., finance manager, accountant, bookkeeper, etc.).

7.5.1.3 Positions that require State and/or professional licensing (e.g., Certified Public Accountant, etc.).

7.5.1.4 Positions that have access to confidential or classified information including criminal conviction information (e.g., human resources manager, etc.).

7.5.1.5 Positions that involve the care, oversight, or protection of County, public, or private property (e.g., property custodian, etc.).

7.5.2 If a member of Subrecipient's staff does not pass the background investigation, County may request that the member of Subrecipient's staff be immediately removed from providing Services under this Subaward. Subrecipient shall comply with County's request at any time during the term of this Subaward. County will not provide to Subrecipient or to Subrecipient's staff any information obtained through County's background investigation.

7.5.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Subrecipient's staff who does not pass such investigation to the satisfaction of County or whose background or conduct is incompatible with County facility access.

7.5.4 No member of Subrecipient's staff providing Services under this Subaward shall be on active probation, currently on parole or have been on probation or parole within the last three (3) years.

7.5.5 Subrecipient and its staff, including all current and prospective employees, independent contractors, volunteers or Lower Tier Subrecipients who may come in contact with people in the course of their Work, volunteer activity, or performance of a Lower Tier Subaward, providing Services under this Subaward shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to County's Program Manager. Subrecipient shall inform its staff, including all current and prospective employees, independent contractors, volunteers or Lower Tier Subrecipients who may come in contact with people in the course of their Work, volunteer activity, or performance of a Lower Tier Subaward, providing Services under this Subaward of said obligation. Subrecipient shall maintain records of criminal convictions and/or pending criminal trials in the file of each such person.

7.5.6 Subrecipient shall immediately notify County's Program Manager of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any Subrecipient staff, independent contractor, volunteer or Lower Tier Subrecipient who may come in contact with children, elderly individuals or dependent adults while providing Services under this Subaward when such information becomes known to Subrecipient. Subrecipient shall not engage or continue to engage the services of any person convicted of any crime involving harm to minors, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to, the offenses specified in the California Health and Safety Code Section 11590 (i.e., offenses requiring registration as a controlled substance offender) and those crimes listed in the California Penal Code which involve murder, rape, kidnap, abduction, assault and lewd and lascivious acts.

7.5.7 Disqualification of any member of Subrecipient's staff pursuant to this Subparagraph 7.5 shall not relieve Subrecipient of its obligation to complete all Work in accordance with the terms and conditions of this Subaward.

**7.6 CONFIDENTIALITY**

7.6.1 Contractor (that is "Subrecipient") shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies, Program memoranda and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors (that is "Lower Tier Subrecipients"), to comply with this Subparagraph 7.6, Exhibit G1 (Subrecipient Acknowledgement and Confidentiality Agreement) and Exhibit N (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")), as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Subparagraph 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.6.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing Services hereunder of the confidentiality provisions of this Contract (that is "Subaward").

7.6.4 Contractor shall sign and also adhere to the provisions of Exhibit G1 (Subrecipient Acknowledgement and Confidentiality Agreement).

7.6.5 **Unauthorized Disclosure**

7.6.5.1 Subrecipient shall ensure that personal, sensitive and confidential information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies. The requirement to protect information shall remain in force until superseded

by laws, regulations, or policies.

7.6.5.2 Subrecipient shall protect from unauthorized disclosure the names and other identifying information, concerning Clients receiving Program Services pursuant to this Subaward, except for statistical information that does not identify any Client.

7.6.5.3 Subrecipient shall not use identifying information for any purpose other than carrying out Subrecipient's obligations under this Subaward. Identifying information shall include, but is not limited to the following: name; identifying number; social security number; State driver's license or State identification number; financial account numbers; and symbol or other identifying characteristic assigned to Client, such as finger print, voice print or a photograph.

7.6.5.4 Subrecipient shall not, except as otherwise specifically authorized or required by this Subaward or court order, divulge to any unauthorized person any data or identifying information obtained while performing Work pursuant to this Subaward without prior written authorization from County. Subrecipient shall forward all requests for the release of any data or identifying information received to County's Program Manager. Subrecipient may be authorized, in writing, by Client to disclose identifying information specific to the authorizing Client.

7.6.5.5 Subrecipient may allow Client to authorize the release of information to specific entities, but shall not request or encourage Client to give a blanket authorization or sign a blank release, nor shall Subrecipient accept such blanket authorization from Client.

## 8.0 STANDARD TERMS AND CONDITIONS

### 8.1 AMENDMENTS

8.1.1 For any change which materially affects the Scope of Work, Subaward Term, Subaward Sum, payments, or any other term or condition included under this Subaward, an Amendment to this Subaward shall be prepared by County and executed by Subrecipient's Authorized Representative and by County's Department Head or his/her designee.

8.1.2 County's Board of Supervisors, Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Subaward during the term of this Subaward. County reserves the right to add and/or change such provisions as required by County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to this Subaward shall be prepared by County and executed by Subrecipient's Authorized Representative and by County's Department Head or his/her designee.

8.1.3 County's Department Head or his/her designee may, at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Subaward). Subrecipient agrees that such extensions of time shall not change any other term or condition of this Subaward during the period of such extensions. To implement an extension of time, an Amendment to this Subaward shall be prepared by County and executed by Subrecipient's Authorized Representative and by County's Department Head or his/her designee.

8.1.4 The following events shall also warrant an Amendment to this Subaward as described in this Subparagraph 8.1:

8.1.4.1 County may initiate a unilateral Amendment to this Subaward at any time when required by Federal, State or County laws or policies, and shall immediately notify Subrecipient of said Amendment and the justification thereto.

8.1.4.2 To the extent that funding for the Program is eliminated or otherwise reduced, the Program is terminated or the Program is modified for any reason (such that funding is reduced or the Scope of Work is changed), County may in its sole discretion amend this Subaward accordingly or move to terminate pursuant to the provisions in Subparagraph 8.42 (Termination for Convenience) without further liability for Services yet to be rendered by Subrecipient.

8.1.5 **Change Notice**

8.1.5.1 For any change which does not affect the Scope of Work performed under this Subaward, the Subaward Term or Subaward Sum, and does not otherwise materially change any other term or condition under this Subaward, County reserves the right to initiate such change(s) through a Change Notice Program memorandum or an administrative directive which shall all have the same effect. Such Change Notice shall be a written document that is prepared by County at its sole discretion and is signed by County's Contract Manager or designee. A Change Notice will be used to communicate changes which do not warrant an amendment to this Subaward. Such Change Notice shall be provided to Subrecipient at least ten (10) days prior to its effective date and Subrecipient shall adhere to the requirements as specified therein. Subrecipient's failure to comply with the Change Notice(s) may result in County imposing remedies including suspension of payment(s), termination of Subaward or other remedies under this Subaward as determined by County at its sole discretion.

**8.2 ASSIGNMENT AND DELEGATION**

8.2.1 Contractor (that is "Subrecipient") shall not assign its rights,

delegate its duties under this Contract (that is "Subaward"), or both, whether in whole or in part, without the prior written consent of County, in its sole discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Subparagraph 8.2, County consent shall require a written Amendment to this Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.

8.2.2 Shareholders, partners, members, or other equity holders of Contractor may sell, transfer, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

8.2.3 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, subcontract (that is "Lower Tier Subaward"), delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

**8.3 AUTHORIZATION WARRANTY**

8.3.1 Subrecipient represents and warrants that the person executing this Subaward for Subrecipient is an authorized agent who has actual authority to bind Subrecipient to each and every term, condition, and obligation of this Subaward and that all requirements of Subrecipient have been fulfilled to provide such actual authority ("Subrecipient's Authorized Representative").

8.3.2 Subrecipient's Authorized Representative must be available to County and/or County's duly authorized representatives during the days and times specified in Exhibit A (Statement of Work). In the event that Subrecipient's Authorized Representative is not available during these specified days and times, he/she shall ensure that an appropriate designee is identified in writing to County's Contract Manager. Such designee shall have the ability and authority to act as a proxy on behalf of Subrecipient's Authorized Representative, and this authority must also be evidenced in writing by Subrecipient's Authorized Representative. Subrecipient's Authorized Representative shall further ensure that he/she can be contacted by his/her designee when Subrecipient's Authorized Representative is not

available during the days and times specified in Exhibit A (Statement of Work).

**8.4 BUDGET REDUCTIONS**

8.4.1 In the event that County's Board of Supervisors adopts, in any Fiscal Year or Program Year, a County budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce its payment obligation under this Contract (that is "Subaward") correspondingly for that Fiscal Year or Program Year and the Services to be provided by Contractor (that is "Subrecipient") under this Contract shall also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, Contractor shall continue to provide all of the Services set forth in this Contract.

**8.5 COMPLAINTS**

8.5.1 Subrecipient shall develop, maintain and utilize procedures for receiving, investigating and responding to complaints. Within fifteen (15) business days after the Subaward effective date, Subrecipient shall provide County's Program Manager with Subrecipient's policy for receiving, investigating and responding to Client complaints.

8.5.2 County will review Subrecipient's policy and provide Subrecipient with approval of said plan or with requested changes.

8.5.3 If County requests changes in Subrecipient's policy, Subrecipient shall make such changes and resubmit the plan within five (5) business days for County approval.

8.5.4 If, at any time, Subrecipient wishes to change Subrecipient's policy, Subrecipient shall submit proposed changes to County's Program Manager for approval before implementation.

8.5.5 Subrecipient shall preliminarily investigate all complaints and notify County's Program Manager of the status of the investigation within ten (10) business days of receiving the complaint.

8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.5.7 Copies of all written responses shall be sent to County's Program Manager within five (5) business days of mailing to the complainant.

8.5.8 Subrecipient shall provide Client an opportunity to anonymously submit a grievance directly to County's Compliance Manager. Subrecipient shall ensure that the contact information of County's Compliance Manager is posted in a publicly accessible area and also provided to Client in writing.

8.5.9 Subrecipient shall provide County an opportunity to consider any grievance whether it is anonymously submitted to County by Client or if it's a grievance that cannot be resolved by Subrecipient. At County's sole discretion, County's written decision regarding the grievance shall be final and irrevocable.

8.5.10 At a minimum, Subrecipient shall incorporate the procedures and provisions of this Subparagraph 8.5 in its written grievance policies.

**8.6 COMPLIANCE WITH APPLICABLE LAWS**

8.6.1 In the performance of this Subaward, Subrecipient shall comply with all applicable Federal, State, County and local laws, rules, regulations, ordinances, directives, guidelines, policies, Program memoranda and procedures. Subrecipient shall also comply with all subsequent revisions, modifications, and administrative and statutory changes made thereto by Federal, State and County authorities. All provisions required thereby to be included in this Subaward are hereby incorporated herein by reference.

8.6.2 Subrecipient shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Subrecipient, its officers, employees, agents, or Lower Tier Subrecipients, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, Program memoranda or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Subrecipient's indemnification obligations under this Subparagraph 8.6 shall be conducted by Subrecipient and performed by counsel selected by Subrecipient and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Subrecipient fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Subrecipient for all such costs and expenses incurred by County in doing so. Subrecipient shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.6.3 Subrecipient's compliance with applicable laws and regulations includes, but is not limited to, adherence to the mandatory standards and policies relating to the following: Title 45 Code of Federal Regulations Part 75 et al.; State's energy efficiency regulations (Title 24 California Code of Regulations); Pilot Program for Enhancement of Contractor Employee Whistleblower Protections (Title 48 Code of Federal Regulations Subpart 3.908 and Title 41 United States Code Section 4712); and, Executive Order 11738. In addition to these standards and policies, when the Maximum Subaward Sum is $100,00 or more, Subrecipient shall also adhere to the following policies: Clean

Air Act, as amended (Title 42 United States Code Section 7401 et seq.); Water Pollution Prevention and Control provisions (Title 33 United States Code Section 1251); and, Clean Water Act/Federal Water Pollution Control Act, as amended (Title 33 United States Code Section 1251 et seq.). County reserves the right to review Subrecipient's procedures to ensure that they comply with the statutes, ordinances, regulations, rules, rulings, policies and procedures of the Federal, State and County authorities, as applicable.

8.6.4 Subrecipient certifies that throughout the entirety of this Subaward it shall comply with all Federal and State payroll tax rules and employer tax guides; Subrecipient shall pay all Federal and State payroll taxes; and, Subrecipient shall make all tax deposits required by Federal and State laws within the time limits required.

8.6.5 Subrecipient's failure to comply with such regulations, rules, ordinances, court rules, municipal laws, directives, policies, Program memoranda and procedures outlined in this Subparagraph 8.6 and/or the provisions, requirements or conditions of this Subaward, including but not limited to, performance documentation, reporting, audit and evaluation requirements shall be material breach of this Subaward and may result in termination of this Subaward or other remedies available herein.

**8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS**

8.7.1 Subrecipient hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964 (Title 42 United States Code Sections 2000e - 2000e-17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Subaward or under any project, program, or activity supported by this Subaward. Subrecipient shall comply with Exhibit D (Subrecipient's Equal Employment Opportunity Certification). Prior to the commencement of this Subaward, Subrecipient shall submit the completed Exhibit D to County's Contract Manager in the time and manner as designated by County.

8.7.2 Notwithstanding any other provision of law and pursuant to the requirements outlined in California Public Contract Code Section 10295.3, when the Maximum Subaward Sum is $100,000 or more, Subrecipient shall not discriminate in the provision of benefits between employees with spouses and employees with domestic partners, or discriminate between employees with spouses or domestic partners of a different sex and employees with spouses or domestic partners of the same sex, or discriminate between same-sex and different-sex domestic partners of employees or between same sex and different-sex spouses of employees. For purposes of this Subparagraph, "subaward " includes subawards and contracts awarded by County to Subrecipient with a cumulative amount of $100,000 or more for the Fiscal Year or Program Year (where the subaward

or contract funds originate from the State).

**8.8 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM**

8.8.1 **Jury Service Program**

8.8.1.1 This Contract (that is "Subaward") is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Los Angeles County Code Sections 2.203.010 through 2.203.090, a copy of which is attached as Exhibit H (Jury Service Ordinance) and incorporated by reference into and made a part of this Contract.

8.8.2 **Written Employee Jury Service Policy**

8.8.2.1 Unless Contractor (that is "Subrecipient") has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Los Angeles County Code Section 2.203.020) or that Contractor qualifies for an exception to the Jury Service Program (Los Angeles County Code Section 2.203.070), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employee's regular pay the fees received for jury service.

8.8.2.2 For purposes of this Subparagraph 8.8, "Contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of $50,000 or more in any twelve (12) month period under one (1) or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any Subcontractor (that is "Lower Tier Subrecipient") to perform Services for County under this Contract, the Subcontractor shall also be subject to the provisions of this Subparagraph 8.8. The provisions of this Subparagraph 8.8, shall be inserted into any such Subcontract (that is "Lower Tier Subaward") agreement and a copy of the Jury

Service Program shall be attached to the agreement.

8.8.2.3 If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County's Contract Manager if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate, to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

8.8.2.4 Contractor's violation of this Subparagraph 8.8 of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

**8.9 CONFLICT OF INTEREST**

8.9.1 No County employee whose position with County enables such employee to influence the granting of this Subaward or any competing contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by Subrecipient or have any other direct or indirect financial interest in this Subaward. No officer or employee of Subrecipient who may financially benefit from the performance of Work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such Work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such Work.

8.9.2 Subrecipient shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Subaward. Subrecipient warrants that it is not now aware of any facts that create a conflict of interest. If Subrecipient hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County's Compliance Manager. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Subparagraph 8.9 shall be a material breach of this Subaward.

**8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON RE-EMPLOYMENT LIST**

8.10.1 Should Contractor (that is "Subrecipient") require additional or replacement personnel after the effective date of this Contract (that is "Subaward") to perform the Services set forth herein, Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or to qualified former County employees who are on a re-employment list during the life of this Contract.

**8.11 CONSIDERATION OF HIRING GAIN AND GROW PARTICIPANTS**

8.11.1 Should Contractor (that is "Subrecipient") require additional or replacement personnel after the effective date of this Contract (that is "Subaward"), Contractor shall give consideration for any such employment openings to participants in County of Los Angeles Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to Contractor. To obtain a list of qualified GAIN/GROW job candidates, Contractor shall report all job openings with job requirements to GAINGROW@dpss.lacounty.gov.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

**8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

8.12.1 **Responsible Contractor**

8.12.1.1 A responsible Contractor (that is "Subrecipient") is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform this Contract (that is "Subaward"). It is County's policy to conduct business only with responsible contractors.

8.12.2 **Los Angeles County Code Chapter 2.202**

8.12.2.1 Contractor (that is "Subrecipient") is hereby notified that, in accordance with Los Angeles County Code Chapter 2.202, if County acquires information concerning the performance of Contractor on this Contract (that is "Subaward") or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in this Contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts which Contractor may have with County.

8.12.3 **Non-responsible Contractor**

8.12.3.1 County may debar Contractor (that is

"Subrecipient") if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with County or a non-profit corporation created by County, (2) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a non-profit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

8.12.4 **Contractor Hearing Board**

8.12.4.1 If there is evidence that Contractor (that is "Subrecipient") may be subject to debarment, County will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and County shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.4.4 If Contractor has been debarred for a period longer than five (5) years, Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or

more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

8.12.4.6 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 **Subcontractors of Contractor**

8.12.5.1 These terms shall also apply to Subcontractors (that is "Lower Tier Subrecpients") of County contractors.

8.12.6 Contractor hereby acknowledges that County is prohibited from contracting with parties that are suspended, debarred, ineligible or excluded from securing State-funded or Federally-funded contracts. By executing this Contract, Contractor certifies that neither it nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible or excluded from securing State-funded or Federally-funded contracts. Further by executing this Contract, Contractor certifies that, to its knowledge, none of its Subcontractors, at any tier, or any owner, officer, partner, director or other principal of any Subcontractor is currently suspended, debarred, ineligible or excluded from securing State-funded or Federally-funded contracts. During the term of this Contract, Contractor shall immediately notify County's Compliance Manager in writing should it or any of its Subcontractors or any principals of either be suspended,

debarred, ineligible or excluded from securing State-funded or Federally-funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract.

**8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

8.13.1 Contractor (that is "Subrecipient") acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its Subcontractors (that is "Lower Tier Subrecipients"), if any, to post this poster in a prominent position in the Subcontractor's place of business. County of Los Angeles Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

**8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

8.14.1 Contractor (that is "Subrecipient") acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County of Los Angeles and its taxpayers.

8.14.2 As required by County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200) and without limiting Contractor's duty under this Contract (that is "Subaward") to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Social Security Act (Title 42 United States Code Section 653(a)) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to the California Code of Civil Procedure Section 706.031 and the California Family Code Section 5246(b).

**8.15 COUNTY'S QUALITY ASSURANCE PLAN**

8.15.1 County or its agent will evaluate Contractor's (that is "Subrecipient's") performance under this Contract (that is "Subaward") on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and conditions and performance standards, in addition to the regulations outlined in Subparagraph 8.38.3 (Monitoring Reviews). Contractor deficiencies which County determines are severe or continuing and that may place performance of this Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective

action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

**8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS**

8.16.1 Subrecipient shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings or grounds caused by Subrecipient or employees or agents of Subrecipient. Such repairs shall be made immediately after Subrecipient has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If Subrecipient fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Subrecipient by cash payment upon demand.

**8.17 EMPLOYMENT ELIGIBILITY VERIFICATION**

8.17.1 Subrecipient warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all of its employees performing Work under this Subaward meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Subrecipient shall obtain, from all employees performing Work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (Public Law 99-603) as they currently exist and as they may be hereafter amended. Subrecipient shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 Subrecipient shall indemnify, defend, and hold harmless, County, its agents, officers and employees from employer sanctions and any other liability which may be assessed against Subrecipient or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing Work under this Subaward.

**8.18 FACSIMILE REPRESENTATIONS**

8.18.1 County and Subrecipient hereby agree to regard facsimile representations of original signatures (i.e., electronic signatures) of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Subparagraph 8.1 (Amendments) and received via electronic communications media, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Subaward, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmissions of "original" versions of such documents.

**8.19 FAIR LABOR STANDARDS**

8.19.1 Subrecipient shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless County and its agents, officers and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for Work performed by Subrecipient's employees for which County may be found jointly or solely liable.

**8.20 FORCE MAJEURE**

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Subaward, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's lower tier subrecipients), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Subparagraph 8.20 as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a Lower Tier Subrecipient of Subrecipient shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Subrecipient and such Lower Tier Subrecipient, and without any fault or negligence of either of them. In such case, Subrecipient shall not be liable for failure to perform, unless the goods or Services to be furnished by the Lower Tier Subrecipient were obtainable from other sources in sufficient time to permit Subrecipient to meet the required performance schedule. As used in this Subparagraph 8.20, the term "Lower Tier Subrecipient" and "Lower Tier Subrecipients" mean Lower Tier Subrecipients at any tier.

8.20.3 In the event Subrecipient's failure to perform arises out of a force majeure event, Subrecipient agrees to use commercially reasonable best efforts to obtain goods or Services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

**8.21 GOVERNING LAW, JURISDICTION, AND VENUE**

8.21.1 This Subaward shall be governed by, and construed in accordance with, the laws of the State of California. Subrecipient agrees and consents to the exclusive jurisdiction, including personal jurisdiction, of the courts of the State of California for all purposes regarding this Subaward, and further agrees and consents that venue of any action brought hereunder shall be exclusively in County of Los Angeles.

**8.22 INDEPENDENT CONTRACTOR STATUS**

8.22.1 This Subaward is by and between County and Subrecipient and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Subrecipient. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for

any purpose whatsoever.

8.22.2 Subrecipient shall be solely liable and responsible for providing to, or on behalf of, all persons performing Work pursuant to this Subaward all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Subrecipient.

8.22.3 Subrecipient understands and agrees that all persons performing Work pursuant to this Subaward are, for purposes of Workers' Compensation liability, solely employees of Subrecipient and not employees of County. Subrecipient shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any Work performed by or on behalf of Subrecipient pursuant to this Subaward.

8.22.4 Subrecipient shall adhere to the provisions stated in Subparagraph 7.6 (Confidentiality).

**8.23 INDEMNIFICATION**

8.23.1 Contractor (that is "Subrecipient") shall indemnify, defend and hold harmless County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract (that is "Subaward"), except for such loss or damage arising from the sole negligence or willful misconduct of County Indemnitees.

**8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**

8.24.1 Without limiting Contractor's (that is "Subrecipient's") indemnification of County, and in the performance of this Contract (that is "Subaward") and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Subparagraph 8.24 and Subparagraph 8.25 (Insurance Coverage) of this Contract. These minimum insurance coverage terms, types and limits ("Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Contract.

8.24.2 **Evidence of Coverage and Notice to County**

8.24.2.1 Certificate(s) of insurance coverage ("Certificate") satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) have been given Insured status under Contractor's (that is "Subrecipient's) General Liability policy, shall be delivered to County's Contract Manager at the address shown below and provided prior to commencing Services

under this Contract (that is "Subaward").

8.24.2.2 Renewal Certificates shall be provided to County's Contract Manager not less than ten (10) days prior to Contractor's policy expiration dates. County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor (that is "Lower Tier Subrecipient") insurance policies at any time.

8.24.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its National Association of Insurance Commissioners ("NAIC") identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars ($50,000), and list any County required endorsement forms.

8.24.2.4 Neither County's failure to obtain, nor County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

8.24.2.5 Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Community and Senior Services
Contracts Management Division
Attention: County's Contract Manager
3175 West Sixth Street
Los Angeles, CA 90020

8.24.2.6 Contractor also shall promptly report to County's Program Manager any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County's Program Manager of any third-party claim or suit filed against Contractor or any of its Subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.3 **Additional Insured Status and Scope of Coverage**

8.24.3.1 County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's (that is "Subrecipient's) General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of County. County and its Agents' additional insured status shall apply with respect to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to Contractor or to County. The full policy limits and scope of protection also shall apply to County and its Agents as an additional insured, even if they exceed County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.4 **Cancellation of or Change(s) in Insurance**

8.24.4.1 Contractor (that is "Subrecipient") shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County's Contract Manager at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of this Contract (that is "Subaward"), in the sole discretion of County, upon which County may suspend or terminate this Contract.

8.24.5 **Failure to Maintain Insurance**

8.24.5.1 Contractor's (that is "Subrecipient's") failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of this Contract (that is "Subaward"), upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.24.6 **Insurer Financial Ratings**

8.24.6.1 Coverage shall be placed with insurers acceptable to County with A.M. Best ratings of not less than

A:VII unless otherwise approved by County.

8.24.7 **Contractor's Insurance Shall Be Primary**

8.24.7.1 Contractor's (that is "Subrecipient's") insurance policies, with respect to any claims related to this Contract (that is "Subaward"), shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.24.8 **Waivers of Subrogation**

8.24.8.1 To the fullest extent permitted by law, Contractor (that is "Subrecipient") hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract (that is "Subaward"). Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.9 **Subcontractor Insurance Coverage Requirements**

8.24.9.1 Contractor (that is "Subrecipient") shall include all Subcontractors (that is "Lower Tier Subrecipients") as insureds under Contractor's own policies, or shall provide County with each Subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name County and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

8.24.10 **Deductibles and Self-Insured Retentions (SIRs)**

8.24.10.1 Contractor's (that is "Subrecipient's") policies shall not obligate County to pay any portion of any Contractor deductible or SIR. County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.11 **Claims Made Coverage**

8.24.11.1 If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract (that is "Subaward"). Contractor (that is "Subrecipient") understands and agrees it shall maintain such

coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.24.12 **Application of Excess Liability Coverage**

8.24.12.1 Contractor (that is "Subrecipient") may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.13 **Separation of Insureds**

8.24.13.1 All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.14 **Alternative Risk Financing Programs**

8.24.14.1 County reserves the right to review, and then approve, Contractor (that is "Subrecipient") use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.24.15 **County Review and Approval of Insurance Requirements**

8.24.15.1 County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

**8.25 INSURANCE COVERAGE**

8.25.1 **Commercial General Liability**

8.25.1.1 Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

| | |
|---|---|
| General Aggregate: | $2 million |
| Products/Completed Operations Aggregate: | $1 million |
| Personal and Advertising Injury: | $1 million |
| Each Occurrence: | $1 million |

8.25.2 **Automobile Liability**

8.25.2.1 Insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than $1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's (that is "Subrecipient's") use of autos pursuant to this Contract (that is

"Subaward"), including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 **Workers Compensation and Employers' Liability**

8.25.3.1 Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If Contractor (that is "Subrecipient") will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization ("PEO"), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any Federal workers or workmen's compensation law or any Federal occupational disease law.

8.25.4 **Crime Coverage**

8.25.4.1 A Fidelity Bond or Crime Insurance policy with limits of not less than $50,000 per occurrence. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by County to Contractor (that is "Subrecipient"), and apply to all of Contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. County and its Agents shall be named as an Additional Insured and Loss Payee as its interests may appear. This insurance shall include third-party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction.

8.25.5 **Professional Liability, Errors and Omissions Coverage**

8.25.5.1 Insurance covering Contractor's (that is "Subrecipient's") liability arising from or related to this Contract (that is "Subaward"), with limits of not less than $1 million per claim and $2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination or cancellation.

8.25.6 **Property Coverage**

8.25.6.1 Contractor (that is "Subrecipient") who is given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30). County and its Agents

shall be named as an Additional Insured and Loss Payee on Contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

8.25.7 **Sexual Misconduct Liability**

8.25.7.1 Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than $2 million per claim and $2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

8.25.8 **Privacy and Network Security Coverage**

8.25.8.1 Privacy and Network Security coverage ("Cyber Insurance") with limits of at least $5 million providing protection against liability for the following: privacy breaches (liability arising from the loss or disclosure of confidential information no matter how it occurs); system(s) breaches; denial or loss of Service; introduction, implantation or spread of malicious software code; and, unauthorized access to or use of computer systems. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

**8.26 LIQUIDATED DAMAGES**

8.26.1 If, in the judgment of County's Department Head, or his/her designee, Subrecipient is deemed to be non-compliant with the terms and obligations assumed hereby, County's Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from Subrecipient's invoice for Work not performed. A description of the Work not performed and the amount to be withheld or deducted from payments to Subrecipient from County, will be forwarded to Subrecipient by County's Department Head, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If County's Department Head or his/her designee determines that there are deficiencies in the performance of this Subaward that County's Department Head or his/her designee deems are correctable by Subrecipient over a certain time span, County's Department Head or his/her designee will provide a written notice to Subrecipient to correct the deficiency within specified time frames. Should Subrecipient fail to correct deficiencies within said time frame, County's Department Head or his/her designee may take any of the actions identified in Subparagraph 8.26.3.

8.26.3 **Remedies for Non-Performance of Subaward**

8.26.3.1 County may deduct from Subrecipient's payment,

pro rata, those applicable portions of the monthly Subaward Sum at County's sole discretion.

8.26.3.2 County may deduct liquidated damages at County's sole discretion. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of Subrecipient to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages per day per infraction shall be determined as follows: when this Subaward is funded for one (1) Fiscal Year or Program Year term then a reasonable estimate of such damages per day per infraction shall be twenty-five percent (25%) of the Maximum Subaward Sum or as specified in Exhibit A (Statement of Work), Attachment G (Performance Requirements Summary Chart); or, when this Subaward is funded for more than one (1) Fiscal Year or Program Year term then a reasonable estimate of such damages per day per infraction shall be twenty-five percent (25%) of the Maximum Annual Subaward Sum or as specified in Exhibit A (Statement of Work), Attachment G (Performance Requirements Summary Chart). In either case, Subrecipient shall be liable to County for liquidated damages in said amount and this amount shall be deducted from County's payment to Subrecipient; and/or

8.26.3.3 Upon giving five (5) days' notice to Subrecipient for failure to correct the deficiencies, County may correct any and all deficiencies and the total costs incurred by County for completion of the Work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to Subrecipient from County, as determined by County.

8.26.4 The action noted in Subparagraph 8.26.3 shall not be construed as a penalty, but as adjustment of payment to Subrecipient to recover County cost due to the failure of Subrecipient to complete or comply with the provisions of this Subaward.

8.26.5 This Subparagraph 8.26 shall not, in any manner, restrict or limit County's right to damages for any breach of this Subaward provided by law or as specified in Exhibit A (Statement of Work), Attachment G (Performance Requirements Summary Chart) or Subparagraph 8.26.3, and shall not, in any manner, restrict or limit County's right to terminate this Subaward as agreed to herein. This Subparagraph 8.26 may be assessed as an option. It does not preclude utilizing Exhibit A (Statement of Work), Attachment G (Performance Requirements Summary Chart) or assessing actual costs of the damage.

**8.27 MOST FAVORED PUBLIC ENTITY**

8.27.1 If Subrecipient's prices decline, or should Subrecipient at any

time during the term of this Subaward provide the same goods or Services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Subaward, then such lower prices shall be immediately extended to County.

**8.28 NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

8.28.1 Contractor (that is "Subrecipient") certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.28.2 Contractor shall certify to, and comply with, the provisions of Exhibit D (Subrecipient's Equal Employment Opportunity Certification).

8.28.3 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.28.4 Contractor certifies and agrees that it will deal with its Subcontractors (that is "Lower Tier Subrecipients"), bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

8.28.5 Contractor certifies and agrees that it, its affiliates, subsidiaries or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract (that is "Subaward") or under any project, program or activity supported by this Contract.

8.28.6 Contractor shall allow County representatives access to Contractor's employment records during County's regular business hours to verify compliance with the provisions of this Subparagraph 8.28 when so requested by County.

8.28.7 If County finds that any provisions of this Subparagraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate or suspend this Contract. While County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by

the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Contract, County shall, at its sole option, be entitled to the sum of $500 for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

**8.29 NON-EXCLUSIVITY**

8.29.1 Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Subrecipient. This Subaward shall not restrict County from acquiring similar, equal or like goods and/or Services from other entities or sources.

**8.30 NOTICE OF DELAYS**

8.30.1 Except as otherwise provided under this Subaward, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Subaward, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

**8.31 NOTICE OF DISPUTES**

8.31.1 Subrecipient shall bring to the attention of County's Program Manager and/or County's Contract Manager any dispute between County and Subrecipient regarding the performance of Services as stated in this Subaward. If County's Program Manager or County's Contract Manager is not able to resolve the dispute, County's Department Head or his/her designee shall resolve it.

**8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

8.32.1 Contractor (that is "Subrecipient") shall notify its employees, and shall require each Subcontractor (that is "Lower Tier Subrecipient") to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service (IRS) Notice 1015. Contractor shall obtain the most current version of IRS Notice 1015 on-line at the IRS website: www.irs.gov.

**8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

8.33.1 Contractor (that is "Subrecipient") shall notify and provide to its employees, and shall require each Subcontractor (that is "Lower Tier Subrecipient") to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I (Safely Surrendered Baby Law), of this Contract (that is

"Subaward") and is also available on the Internet at www.babysafela.org for printing purposes.

**8.34 NOTICES**

8.34.1 All notices or demands required or permitted to be given or made under this Subaward shall be in writing and shall be hand-delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit E (County's Administration) and Exhibit F (Subrecipient's Administration). Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. County's Contract Manager or his/her designee shall have the authority to issue all notices or demands required or permitted by County under this Subaward.

**8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

8.35.1 Notwithstanding the above, Subrecipient and County agree that, during the term of this Subaward and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

**8.36 PUBLIC RECORDS ACT**

8.36.1 Any documents submitted by Subrecipient, all information obtained in connection with County's right to audit and inspect Subrecipient's documents, books, and accounting records pursuant to Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement), as well as those documents which were required to be submitted in response to the solicitation used to procure this Subaward, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (California Public Records Act) and which are marked "trade secret", "confidential" or "proprietary". County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential" or "proprietary", Subrecipient agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in an action or liability arising under the California Public Records Act.

**8.37 PUBLICITY**

8.37.1 Subrecipient shall not disclose any details in connection with this Subaward to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Subrecipient's need to identify its Services and related Clients to sustain itself, County shall not inhibit Subrecipient from publishing its role under this Subaward within the following

conditions:

8.37.1.1 Subrecipient shall develop all publicity material in a professional manner; and

8.37.1.2 During the term of this Subaward, Subrecipient shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of County's Contract Manager. County shall not unreasonably withhold written consent.

8.37.2 Without the prior written consent of County, Subrecipient may indicate in its proposals and sales materials that it has been granted this Subaward with County of Los Angeles, provided that the requirements of this Subparagraph 8.37 shall apply.

8.37.3 Subrecipient shall not use or display the official seal of County of Los Angeles or the logo of Community and Senior Services on any of its letterhead or other communications with any debtor, or for any other reason, unless each form of usage has prior written approval of the Los Angeles County Board of Supervisors.

**8.38 RECORD RETENTION, INSPECTION AND AUDIT SETTLEMENT**

8.38.1 **Record Retention Requirements**

8.38.1.1 Subrecipient shall maintain accurate and complete financial records (such as bank statements, cancelled checks or other proof of payment) of its activities and operations relating to this Subaward in accordance with Generally Accepted Accounting Principles. Subrecipient shall also maintain all materials, including, but not limited to, complete employment records (such as timecards, sign-in/sign-out sheets and other time and employment records), supporting Program documents and proprietary data and information relating to its performance of this Subaward. Subrecipient shall further maintain on file the entirety of this Subaward, its amendments and/or addendums, modifications and all applicable laws, regulations, directives, Program memoranda and guidance which are hereby incorporated by reference. Subrecipient shall ensure that the security and integrity of all records are maintained throughout the entire term of this Subaward and during the authorized retention period as outlined below.

8.38.1.2 Subrecipient shall adhere to the requirements of the authorized retention period, which shall be the greater of the following: throughout the entire term of this Subaward and no less than three (3) years after the expiration or termination of this Subaward unless Subrecipient receives County's written permission to dispose of any such material prior to such time; until an audit of this Subaward has

occurred and a written audit resolution has been issued or unless otherwise authorized in writing by County; or, for such longer period, if any, as required by applicable statute, by any other provision of this Subaward, by Subparagraphs 8.38.2.2 and 8.38.2.3 or as County deems necessary (which shall be communicated to Subrecipient in writing).

8.38.1.3 All such material shall be maintained by Subrecipient at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at County's option, Subrecipient shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.1.4 After the authorized retention period has expired, Subrecipient shall dispose of, shred or destroy all confidential records in a manner that will maintain confidentiality. Subrecipient shall obtain a certificate of destruction to substantiate that all confidential records have been securely destroyed. Subrecipient shall notify County's Contract Manager in writing within thirty (30) days after such records are destroyed. The certificate of destruction shall be provided to County's Contract Manager upon County's request.

8.38.2 **Access to Records**

8.38.2.1 Subrecipient agrees that County and any of its duly authorized representatives (which may include State authorities, Federal agencies (including, but not limited to, Comptroller of the United States, Office of the Inspector General and General Accounting Office) and/or any of their duly authorized representatives), shall have both access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Subaward, any books, documents, papers and records of Subrecipient that are directly pertinent to this Subaward (as determined by County and its duly authorized representatives). The rights of access which are outlined in this Subaward shall not be limited to the authorized retention period but shall last as long as the records are retained.

8.38.2.2 If this Subaward (or any part thereof) is terminated, Subrecipient shall preserve and make all records, relating to the Work terminated, available during the authorized retention period of this Subaward. Subrecipient shall ensure that any resource directories and all Client records remain the property of County upon termination of this Subaward, and that they are returned to County or

transferred to another subrecipient as instructed by County in writing.

8.38.2.3 In the event of any litigation, claim, negotiation, audit exception or other action involving the records, Subrecipient shall maintain all records relative to such action and shall make them available to County and/or its duly authorized representatives until every action has been cleared to the satisfaction of County and/or its duly authorized representatives, and such clearance must be evidenced to Subrecipient in writing.

8.38.2.4 County reserves the right to take physical custody of Subrecipient's records when any of the following situations occur: in the event that a potential litigation may be levied against Subrecipient for its Work performed under this Subaward; when County determines that Subrecipient is at a high risk of ceasing its operations during any time within the Subaward term or prior to the end of the retention period; when County determines that the records have long-term value; and/or, in the event that County and Subrecipient terminate the contractual relationship. For purposes of this Subaward, high risk is determined by County using criteria which includes but is not limited to the following: history of unsatisfactory contractual performance; financial instability or insolvency; documented evidence of an inadequate management system and lack of internal controls; non-conformance to the terms and conditions of previous awards; non-responsible; and/or history of disallowed costs.

8.38.3 **Monitoring Reviews**

8.38.3.1 Subrecipient shall provide the Services herein under the general supervision of County's Department Head and his/her authorized administrators who are designated in Paragraph 6.0 (Administration of Subaward-County). County shall supervise, monitor and specify the kind, quality, appropriateness, timeliness and amount of the Services to be provided by Subrecipient as well as the criteria for determining the persons to be served (Clients). Subrecipient shall extend to County and to representatives authorized by County (including, but not limited to, State and Federal representatives) the right to observe, review and monitor Subrecipient's facilities, programs, records, procedures, performance, activities, or documents, which are used under this Subaward. Subrecipient shall provide County (or other designated authorities) the right to conduct such reviews at any time during County's hours of operation. County (or other designated authorities) shall not unreasonably interfere with Subrecipient's performance. The requirements of this Subparagraph 8.38 shall also

apply to Lower Tier Subrecipients providing Services on behalf of Subrecipient.

8.38.3.2 County will monitor Subrecipient's Services provided under this Subaward on a regular basis and County may conduct unannounced site visits to ensure Subrecipient's compliance with this Subaward. County will summarize the results of the monitoring efforts in written reports, which shall be supported with documented evidence of follow-up actions taken to correct areas of non-compliance. Monitoring activities may include, but are not limited to interviewing Subrecipient employees and, when applicable, Clients; entering any premises or any site in which any of the Services or activities funded are being conducted or in which any records of Subrecipient are kept; etc. All information will be maintained in a confidential manner in accordance with any and all Federal, State and local laws.

8.38.3.3 Subrecipient shall be responsible for monitoring the activities of its Lower Tier Subrecipient(s) providing Services under this Subaward. Subrecipient shall conduct on-site fiscal and program monitoring reviews which shall be documented and maintained on file according to the record retention requirements provided in this Subparagraph 8.38. Subrecipient shall ensure that Lower Tier Subrecipient(s) adheres to all requirements for correcting areas of non-compliance, and implements the corrective action plan which has been approved by Subrecipient.

8.38.4 **Independent Audit Requirements**

8.38.4.1 Title 45 Code of Federal Regulations Part 75.500 et seq. requires that organizations which expend $750,000 or more in a year in Federal awards, including pass-through awards, shall obtain an annual single audit. When Subrecipient's organization meets this requirement (as specified in Title 45 Code of Federal Regulations Part 75.500 et seq.), Subrecipient shall ensure that such audit shall be conducted by an independent auditor in accordance with the requirements outlined in Title 45 Code of Federal Regulations Part 75.500 et seq. (and any amendments or supplements thereto). Subrecipient shall submit an audit engagement letter as confirmation of the audit to be conducted by the independent auditor and such letter shall be submitted to County's Compliance Manager in the time and manner as directed by County. Upon auditor's completion of the single audit, Subrecipient shall obtain both the data collection form and the reporting package (i.e., auditor's report), as described in Title 45 Code of Federal Regulations Part 75.500 et seq., from the auditor for each audit period (i.e., each Fiscal Year or Program Year). Subrecipient shall submit a copy of the

auditor's report to County's Compliance Manager within thirty (30) days after receipt of auditor's report but no later than nine (9) months following the end of the audit period.

8.38.4.2 When the requirements provided above for obtaining an annual audit do not apply to Subrecipient for any Fiscal Year (or Program Year), Subrecipient shall make its records available for review or audit by County and any of its duly authorized representatives (which may include State authorities, Federal agencies (including, but not limited to, Comptroller of the United States, Office of the Inspector General and General Accounting Office) and/or any of their duly authorized representatives). Such review or audit may include but is not limited to financial audits, performance audits, evaluations, inspections, monitoring, etc. as determined by County and/or by any other oversight agency that is responsible for overseeing Subaward Sums, the Program and Services. Subrecipient shall comply with the review and audit requirements which shall be identified in writing by County and/or its duly authorized representatives.

8.38.4.3 In the event that an audit of Subrecipient is conducted specifically regarding this Subaward by any Federal or State auditor, or by any auditor or accountant employed by Subrecipient or otherwise, then Subrecipient shall file a copy of such audit report with County's Compliance Manager within thirty (30) days of Subrecipient's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Subaward. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.4.4 If, at any time during the term of this Subaward or during the authorized retention period of this Subaward as noted in Subparagraph 8.38.1, representatives of County conduct an audit of Subrecipient regarding the Work performed under this Subaward, and if such audit finds that County's dollar liability for any such Work is less than payments made by County to Subrecipient, then the difference shall be either: a) repaid by Subrecipient to County by cash payment upon demand; or, b) at the sole option of County of Los Angeles Department of Auditor-Controller, deducted from any amounts due to Subrecipient from County, whether under this Subaward or otherwise. If such audit finds that County's dollar liability for such Work is more than the payments made by County to Subrecipient, then the difference shall be paid to Subrecipient by County by cash payment, provided that in no event shall County's maximum obligation

for this Subaward exceed the funds appropriated by County for the purpose of this Subaward.

8.38.5 **Failure to Comply With Requirements**

8.38.5.1 Failure on the part of Subrecipient to comply with any of the provisions of this Subparagraph 8.38 shall constitute a material breach of this Subaward upon which County may terminate or suspend this Subaward.

**8.39 RECYCLED BOND PAPER**

8.39.1 Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at Los Angeles County landfills, Contractor (that is "Subrecipient") agrees to use recycled-content paper to the maximum extent possible on this Contract (that is "Subaward").

**8.40 LOWER TIER SUBAWARD**

8.40.1 Subrecipient shall not delegate the requirements of this Subaward to a third-party ("Lower Tier Subrecipient") without the advance written approval of County. Any attempt by Subrecipient to enter into a Lower Tier Subaward for that purpose without the prior written consent of County shall be deemed a material breach of this Subaward. Subrecipient shall provide a draft copy of the proposed Lower Tier Subaward to County's Contract Manager, and shall allow County a minimum of sixty (60) days to complete its review process. As such, Subrecipient shall ensure that it provides the Lower Tier Subaward to County well in advance of its intended date to execute the Lower Tier Subaward (i.e., in order for Subrecipient to meet its target date for executing the Lower Tier Subaward, Subrecipient shall factor County's sixty (60) day review process into its timeframe for executing the Lower Tier Subaward).

8.40.2 If Subrecipient desires to enter into a Lower Tier Subaward for the purpose of delegating any of the requirements of this Subaward, Subrecipient shall complete Exhibit Y (List of Lower Tier Subawards) and at County's request shall promptly provide the following information either on or along with Exhibit Y (List of Lower Tier Subawards):

8.40.2.1 Lower Tier Subrecipient's name and contact information; a description of the Work to be performed by Lower Tier Subrecipient; Lower Tier Subaward number; and Lower Tier Subaward amount.

8.40.2.2 A draft copy of the proposed Lower Tier Subaward.

8.40.2.3 Other pertinent information and/or certifications requested by County.

8.40.3 Subrecipient shall indemnify, defend, and hold County harmless with respect to the activities of each and every Lower Tier Subrecipient in the same manner and to the same degree as if such Lower Tier Subrecipient(s) was Subrecipient's employee.

8.40.4 Subrecipient shall remain fully responsible for all performances required of it under this Subaward, including those that Subrecipient has determined to grant through a Lower Tier Subaward, notwithstanding County's approval of Subrecipient's proposed Lower Tier Subaward.

8.40.5 County's consent to allow Subrecipient to enter into a Lower Tier Subaward with a third-party shall not waive County's right to prior and continuing approval of any and all personnel, including Lower Tier Subrecipient employees, providing Services under this Subaward. Subrecipient is responsible for notifying its Lower Tier Subrecipients of this County right.

8.40.6 County's Contract Manager is authorized to act for and on behalf of County with respect to approval of any Lower Tier Subaward and Lower Tier Subrecipient employees. After County's approval of the Lower Tier Subaward, Subrecipient shall forward a copy of the fully executed Lower Tier Subaward to County's Contract Manager within five (5) days of its execution.

8.40.7 Subrecipient shall be solely liable and responsible for all payments or other compensation to all Lower Tier Subrecipients and their officers, employees, agents, and successors in interest arising through Services performed hereunder, notwithstanding County's consent to allow Subrecipient to enter into such Lower Tier Subaward(s).

8.40.8 Subrecipient shall obtain current valid certificates of insurance, which establish that the Lower Tier Subrecipient maintains all the programs of insurance required by County. Such certificates of insurance shall indicate the Lower Tier Subaward number. Before any Lower Tier Subrecipient employee performs any Work hereunder, Subrecipient shall deliver all such certificate of insurance documents to County as follows:

County of Los Angeles
Community and Senior Services
Contracts Management Division
Attention: County's Contract Manager
3175 West Sixth Street
Los Angeles, CA 90020

8.40.9 Amending a Lower Tier Subaward may be initiated by either Subrecipient or County. When an amendment is initiated by County, County shall outline the reason(s) for the amendment and Subrecipient shall comply with County's request. All Lower Tier Subaward amendments are subject to review and must be approved in writing by County before they are executed. Subrecipient shall provide a draft copy of the proposed amendment to County's Contract Manager, and shall allow County thirty (30) days to complete its review process. After County's approval of Subrecipient's amendment, Subrecipient shall forward a copy of the fully executed amendment to County's Contract Manager within five (5) days of its execution.

8.40.10 Subrecipient shall adhere to all applicable Federal, State and/or

County requirements for the procurement of a Lower Tier Subrecipient(s) and/or vendor services using Subaward Sums.

8.40.11 In the event County approves Subrecipient's request to delegate any part of the requirements of this Subaward through a Lower Tier Subaward, all applicable provisions and requirements of this Subaward shall be made applicable to such Lower Tier Subaward. To this end, Subrecipient shall include the following provision in the Lower Tier Subaward: This Subaward is a Lower Tier Subaward under the terms of a prime Subaward (identified as Subaward Number ENP161703) with County of Los Angeles Community and Senior Services and shall be subject to all of the provisions of such prime Subaward. All representations and warranties under this Subaward shall inure to the benefit of County of Los Angeles.

**8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

8.41.1 Failure of Contractor (that is "Subrecipient") to maintain compliance with the requirements set forth in Subparagraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), shall constitute default under this Contract (that is "Subaward"). Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Contract pursuant to Subparagraph 8.43 (Termination for Default) and pursue debarment of Contractor, pursuant to Los Angeles County Code Chapter 2.202.

**8.42 TERMINATION FOR CONVENIENCE**

8.42.1 County may terminate this Subaward, in whole or in part, from time to time or permanently, when such action is deemed by County, in its sole discretion, to be in its best interest. Termination of Work hereunder shall be effected by notice of termination to Subrecipient specifying the extent to which performance of Work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than thirty (30) calendar days after the notice is sent.

8.42.2 Upon receipt of a notice of termination and except as otherwise directed by County, Subrecipient shall immediately:

8.42.2.1 Stop Work under this Subaward on the date and to the extent specified in such notice;

8.42.2.2 Complete performance of such part of the Work as shall not have been terminated by such notice;

8.42.2.3 Transfer title and deliver to County all completed Work and Work in progress.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of Subrecipient

under this Subaward shall be maintained by Subrecipient in accordance with Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement).

**8.43 TERMINATION FOR DEFAULT**

8.43.1 County may, by written notice to Subrecipient, terminate the whole or any part of this Subaward, if, in the judgment of County:

8.43.1.1 Subrecipient has materially breached this Subaward; or

8.43.1.2 Subrecipient fails to timely provide and/or satisfactorily perform any task, deliverable, Service, or other work required under this Subaward; or

8.43.1.3 Subrecipient fails to demonstrate a high probability of timely fulfillment of performance requirements under this Subaward, or of any obligations of this Subaward and in either case, fails to demonstrate convincing progress toward a cure within five (5) business days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.

8.43.2 In the event that County terminates this Subaward in whole or in part as provided in Subparagraph 8.43.1, County may procure, upon such terms and in such manner as County may deem appropriate, goods and Services similar to those so terminated. Subrecipient shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and Services. Subrecipient shall continue the performance of this Subaward to the extent not terminated under the provisions of this Subparagraph 8.43.

8.43.3 Except with respect to defaults of any Lower Tier Subrecipient, Subrecipient shall not be liable for any such excess costs of the type identified in Subparagraph 8.43.2 if its failure to perform this Subaward arises out of causes beyond the control and without the fault or negligence of Subrecipient. Such causes may include, but are not limited to: acts of nature or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Subrecipient. If the failure to perform is caused by the default of a Lower Tier Subrecipient, and if such default arises out of causes beyond the control of both Subrecipient and Lower Tier Subrecipient, and without the fault or negligence of either of them, Subrecipient shall not be liable for any such excess costs for failure to perform, unless the goods or Services to be furnished by the Lower Tier Subrecipient were obtainable from other sources in sufficient time to permit Subrecipient to meet the required performance schedule. As used in this Subparagraph 8.43, the term "Lower Tier Subrecipient(s)" means Lower Tier Subrecipient(s) at any tier.

8.43.4 If, after County has given notice of termination under the provisions of this Subparagraph 8.43, it is determined by County that Subrecipient was not in default under the provisions of this Subparagraph 8.43, or that the default was excusable under the provisions of Subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Subparagraph 8.42 (Termination for Convenience).

8.43.5 The rights and remedies of County provided in this Subparagraph 8.43, shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Subaward.

**8.44 TERMINATION FOR IMPROPER CONSIDERATION**

8.44.1 County may, by written notice to Contractor (that is "Subrecipient"), immediately terminate the right of Contractor to proceed under this Contract (that is "Subaward") if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.44.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County of Los Angeles Department of Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

**8.45 TERMINATION FOR INSOLVENCY**

8.45.1 County may terminate this Subaward forthwith in the event of the occurrence of any of the following:

8.45.1.1 Insolvency of Subrecipient. Subrecipient shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not Subrecipient is insolvent within the meaning of the Federal Bankruptcy Code;

8.45.1.2 The filing of a voluntary or involuntary petition regarding Subrecipient under the Federal Bankruptcy Code;

8.45.1.3 The appointment of a Receiver or Trustee for Subrecipient; or

8.45.1.4 The execution by Subrecipient of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of County provided in this Subparagraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Subaward.

**8.46 TERMINATION FOR NON - ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

8.46.1 Contractor (that is "Subrecipient") and each County Lobbyist or County Lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by Contractor shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyist or County Lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Contract (that is "Subaward"), upon which County may in its sole discretion, immediately terminate or suspend this Contract.

**8.47 TERMINATION FOR NON - APPROPRIATION OF FUNDS**

8.47.1 Notwithstanding any other provision of this Subaward, County shall not be obligated for Subrecipient's performance hereunder or by any provision of this Subaward during the Fiscal Year unless and until County's Board of Supervisors appropriates funds for this Subaward in County's Budget for the Fiscal Year. In the event that funds are not appropriated for this Subaward, then this Subaward shall terminate as of June 30 of the Fiscal Year for which funds were appropriated. County shall notify Subrecipient in writing of any such non-allocation of funds at the earliest possible date.

**8.48 VALIDITY**

8.48.1 If any provision of this Subaward or the application thereof to any person or circumstance is held invalid, the remainder of this Subaward and the application of such provision to other persons or circumstances shall not be affected thereby.

**8.49 WAIVER**

8.49.1 No waiver by County of any breach of any provision of this Subaward shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Subaward shall not be construed as a waiver thereof. The rights and remedies set forth in this Subparagraph 8.49, shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Subaward.

**8.50 WARRANTY AGAINST CONTINGENT FEES**

8.50.1 Subrecipient warrants that no person or selling agency has been employed or retained to solicit or secure this Subaward upon

any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Subrecipient for the purpose of securing business.

8.50.2 For breach of this warranty, County shall have the right to terminate this Subaward and, at its sole discretion, deduct from the Subaward Sum or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**8.51 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

8.51.1 Subrecipient acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers. Unless Subrecipient qualifies for an exemption or exclusion, Subrecipient warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Subaward will maintain compliance, with Los Angeles County Code Chapter 2.206. Prior to the commencement of this Subaward, Subrecipient shall complete Exhibit U (Certification of Compliance with County's Defaulted Property Tax Reduction Program) and submit it to County's Contract Manager in the time and manner as designated by County.

**8.52 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY' S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

8.52.1 Failure of Subrecipient to maintain compliance with the requirements set forth in Subparagraph 8.51 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program), shall constitute default under this Subaward. Without limiting the rights and remedies available to County under any other provision of this Subaward, failure of Subrecipient to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Subaward and/or pursue debarment of Subrecipient, pursuant to Los Angeles County Code Chapter 2.206.

**8.53 TIME OFF FOR VOTING**

8.53.1 Subrecipient shall notify and provide its employees, and shall require each Lower Tier Subrecipient to notify and provide its employees, information regarding the time off for voting law pursuant to California Elections Code (EC) Section 14000. Not less than ten (10) days before every statewide election, Subrecipient and its Lower Tier Subrecipient(s) shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of EC 14000.

**8.54 INTENTIONALLY OMITTED**

**9.0 UNIQUE TERMS AND CONDITIONS**

## 9.1 ALLEGATIONS OF FRAUD AND/OR ABUSE

### 9.1.1 Fraud Prevention Reporting

9.1.1.1 Subrecipient's staff working on this Subaward shall immediately report all suspected or actual instances of fraud as designated in Exhibit Q (Accounting, Administration and Reporting Requirements).

### 9.1.2 Child Abuse Reporting

9.1.2.1 Subrecipient's staff working on this Subaward shall comply with the Child Abuse and Neglect Reporting Act (California Penal Code (PC) Section 11164 et seq.), and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by the referenced Penal Code. Additionally, Subrecipient's staff working on this Subaward shall also report such abuse to the County of Los Angeles Department of Children and Family Services by calling the hotline at (800) 540-4000 within twenty-four (24) hours of discovering or suspecting the abuse. Subrecipient's staff shall submit all required information to the appropriate authorities in accordance with PC Sections 11166 and 11167.

### 9.1.3 Elder and Dependent Adult Abuse Reporting

9.1.3.1 Subrecipient's staff working on this Subaward shall comply with the Elder Abuse and Dependent Adult Civil Protection Act (California Welfare and Institutions Code (WIC) Section 15600 et seq.), and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by the referenced Welfare and Institutions Code. Subrecipient's staff working on this Subaward shall report the abuse and shall submit all required information in accordance with WIC Sections 15630, 15633 and 15633.5.

### 9.1.4 Withholding of Payment

9.1.4.1 In the event that allegations of fraud and/or abuse are levied against Subrecipient or any individual or entity performing Work under this Subaward on behalf of Subrecipient, County reserves the right to withhold either ten percent (10%) of the Maximum Annual Subaward Sum (in the event that this Subaward is funded for one (1) Fiscal Year or Program Year term then ten percent (10%) will be withheld from the Maximum Subaward Sum) or the amount of the final year-end invoice, whichever is greater, until a determination is issued in writing by County that withheld funds will be released to Subrecipient. For purposes of this Subaward, fraud and abuse shall include but are not limited to the following: misapplication of funds; embezzlement; forgery; theft; solicitation and receipt of bribes;

falsification of records; inauditable records; unsupported or undocumented Subaward expenditures; inaccurate fiscal and/or Program reports; misuse of fixed assets or non-fixed assets purchased with Subaward Sums (when the procurement of such assets are authorized in this Subaward); violation of conflict of interest requirements; etc.

**9.2 AMERICANS WITH DISABILITIES ACT (ADA)**

9.2.1 Subrecipient shall abide by all applicable Federal, State and local laws including the Americans with Disabilities Act (ADA) and its requirement to provide reasonable accommodations and auxiliary aids or services, unless compliance with the ADA would place an undue financial burden on, or would fundamentally alter the nature of, Subrecipient's operations. Subrecipient shall submit demonstrable evidence of such undue financial burden to County in such circumstances.

**9.3 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE**

9.3.1 The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (Senate Bill 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractor (that is "Subrecipient") to complete Exhibit O (Charitable Contributions Certification), County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect Los Angeles County and its taxpayers. When Contractor receives or raises charitable contributions without complying with its obligations under California law, Contractor commits a material breach subjecting it to termination of this Contract (that is "Subaward"), debarment proceedings or both (Los Angeles County Code Chapter 2.202). Prior to the commencement of this Contract, Contractor shall submit the completed Exhibit O (Charitable Contributions Certification) to County's Contract Manager in the time and manner as designated by County.

**9.4 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")**

9.4.1 County is subject to the Administrative Simplification requirements and prohibitions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules which are outlined in Title 45 Code of Federal Regulations Sections 160 and 164 (collectively "HIPAA Rules"). Under this Contract (that is "Subaward"), Contractor (that is "Subrecipient") provides Services to County and Contractor creates, has access to, receives, maintains, or transmits Protected Health Information as defined in Exhibit N (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")) in order to provide those Services. County and Contractor therefore agree to the terms of Exhibit N (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")).

**9.5 FIXED ASSETS, NON-FIXED ASSETS AND SUPPLIES**

9.5.1 Subrecipient may use Subaward Sums to purchase Fixed Assets, Non-Fixed Assets and Supplies, which are defined in Exhibit S (Purchase, Inventory and Disposal Requirements for Fixed Assets, Non-Fixed Assets and Supplies). Prior to the commencement of this Subaward, Subrecipient shall complete Exhibit T (Inventory Control Form) and submit it to County's Contract Manager in the time and manner as designated by County. Subrecipient shall adhere to the purchase, inventory and disposal requirements for all Fixed Assets, Non-Fixed Assets and Supplies purchased with Subaward Sums, as provided by Federal and State regulations as well as the requirements outlined in Exhibit S (Purchase, Inventory and Disposal Requirements for Fixed Assets, Non-Fixed Assets and Supplies).

9.5.2 This Subaward involves the furnishing of equipment, materials and/or supplies. As such, it is unlawful for Subrecipient when engaged in business within the State to use any article or product as a "loss leader" as defined in the Business and Professions Code Section 17030.

**9.6 LIMITATION ON CORPORATE ACTS**

9.6.1 Subrecipient shall not amend its articles of incorporation or bylaws, move to dissolve or transfer any assets obtained using Subaward Sums, or take any other steps which may materially affect the performance of this Subaward without first notifying County in writing no less than thirty (30) days prior to said action. Subrecipient shall notify County's Contract Manager immediately in writing of any change in Subrecipient's corporate name.

9.6.2 If, in County's sole discretion, the steps taken by Subrecipient are determined to materially affect Subrecipient's performance of this Subaward, County may, at its sole discretion, take any (or all) of the following actions:

9.6.2.1 Require Subrecipient to remedy the areas that affect Subrecipient's ability to perform its obligations under this Subaward.

9.6.2.2 Suspend Subrecipient from performing (and receiving payment for) Subaward tasks until a remedy has been reached.

9.6.2.3 Terminate this Subaward pursuant to Subparagraph 8.43 (Termination for Default).

**9.7 INTENTIONALLY OMITTED**

**9.8 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN**

9.8.1 Subrecipient represents and warrants that it has registered in Los Angeles County's vendor registration system ("WebVen"). The WebVen contains Subrecipient's business profile and identifies the goods/services being provided by Subrecipient. Subrecipient shall ensure that it updates its vendor profile whenever changes occur to Subrecipient's operations by

accessing the WebVen site located on-line at: http://camisvr.co.la.ca.us/webven/. County shall use the data obtained from Subrecipient's WebVen profile to ensure that Subrecipient's information is consistent with Subaward records (e.g., Subrecipient's legal name, as reflected in its WebVen profile, shall be used in all Subaward documents).

**9.9 MODIFICATIONS**

9.9.1 **Modifications to this Subaward**

9.9.1.1 This Subaward fully expresses the agreement of the parties. Any modification to this Subaward must be by means of a separate written document approved by County. No oral conversation between any officer, employee or agent of the parties shall modify or otherwise amend this Subaward in any way. For purposes of this Subparagraph 9.9, a Modification:

9.9.1.1.1 Is a mechanism that allows Subrecipient to revise its Budget or Services during the Fiscal Year or Program Year without adversely affecting Subrecipient's ability to fulfill its obligations under this Subaward (i.e., such Modification shall not materially change Subrecipient's obligation to provide the Services outlined in Exhibit A (Statement of Work)).

9.9.1.1.2 Allows Subrecipient to fully utilize Subaward Sums to fulfill the requirements of this Subaward and adequately cover the provision of Services.

9.9.1.1.3 Is approved by County in writing, must be in the best interests of County and Subrecipient shall adhere to it in its entirety.

9.9.1.2 Any Modification, as described below, shall not change the terms, goals or requirements of this Subaward. Such Modification provides Subrecipient some flexibility to operate within the terms of this Subaward in order to fully utilize Subaward Sums and to achieve Subrecipient's performance goals. Subrecipient's request for Modifications, either budgetary or programmatic, must be submitted in writing to either County's Contract Manager or County's Program Manager, respectively. Subrecipient shall not request a Modification during the first quarter and during the last two (2) months of the current Fiscal Year or Program Year (except where a written waiver is requested by Subrecipient and granted by County).

9.9.2 **Budget Modifications**

9.9.2.1 The movement of funds within an approved Budget from one line item to another line item is classified as a Budget Modification. For the entirety of any Fiscal Year or Program Year, a Budget Modification shall not exceed twenty percent (20%) of the baseline amount allocated to the line items being modified (i.e., Subrecipient's movement of funds among line items shall not cause one line item to be reduced or increased by more than twenty percent (20%) of its baseline amount). For purposes of this Subparagraph 9.9, baseline is defined as the original amount allocated at the beginning of a Fiscal Year or Program Year; for Fiscal Years or Program Years following the first Fiscal Year or Program Year, such amount may differ from what is reflected in the original Subaward. A Budget Modification shall not change the Maximum Annual Subaward Sum or the Maximum Subaward Sum. Subrecipient shall notify County's Contract Manager in writing to request authorization prior to submitting a Budget Modification. On the date County approves a Budget Modification, such Budget Modification shall supersede any prior Budget Modification(s) approved by County within the same Fiscal Year or Program Year (i.e., when Subrecipient's Budget Modification number two (2) is approved by County, it becomes effective upon the approval date and Subrecipient's Budget Modification number one (1) is no longer effective as of that same date).

9.9.3 **Program Modifications**

9.9.3.1 The movement of Services from one Service category (as defined in Exhibit A (Statement of Work)) to another is classified as a Program Modification. Subrecipient shall notify County's Program Manager in writing to request authorization prior to submitting a Program Modification. On the date County approves a Program Modification, such Program Modification shall supersede any prior Program Modification(s) approved by County within the same Fiscal Year or Program Year (i.e., when Subrecipient's Program Modification number two (2) is approved by County, it becomes effective upon the approval date and Subrecipient's Program Modification number one (1) is no longer effective as of that same date).

**9.10 NEPOTISM**

9.10.1 Subrecipient certifies that it shall not hire nor permit the hiring of any person in a position funded under this Subaward if a member of the person's immediate family is employed in an administrative capacity by Subrecipient. For purposes of this Subparagraph 9.10, the term "immediate family" means spouse (common law or otherwise, and including domestic partner), child, mother, father, brother, sister, brother-in- law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt,

uncle, niece, nephew, step-parent, step-child, or such other relationship which would give rise to a substantial appearance of impropriety if the person were to be hired by Subrecipient. The term "administrative capacity" means a position that has overall administrative responsibility for the Program, including but not limited to selection, hiring, or supervisory responsibilities.

**9.11 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT**

9.11.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools ("materials") which are originated or created through Subrecipient's Work pursuant to this Subaward. Subrecipient, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in County all of Subrecipient's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to Subrecipient's Work under this Subaward.

9.11.2 During the term of this Subaward and during the authorized retention period of this Subaward, Subrecipient shall maintain and provide security for all of Subrecipient's working papers prepared under this Subaward. County shall have the right to inspect, copy and use at any time during the term of this Subaward and during the authorized retention period of this Subaward, any and all such working papers and all information contained therein.

9.11.3 Any and all materials, software and tools which are developed or were originally acquired by Subrecipient outside the scope of this Subaward, which Subrecipient desires to use hereunder, and which Subrecipient considers to be proprietary or confidential, must be specifically identified by Subrecipient to County's Contract Manager as proprietary or confidential, and shall be plainly and prominently marked by Subrecipient as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

9.11.4 County will use reasonable means to ensure that Subrecipient's proprietary and/or confidential items are safeguarded and held in confidence. County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Subrecipient.

9.11.5 Notwithstanding any other provision of this Subaward, County will not be obligated to Subrecipient in any way under Subparagraph 9.11.4 for any of Subrecipient's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Subparagraph 9.11.3 or for any disclosure which County is required to make under any Federal or State law or order of court.

9.11.6 Notwithstanding any other provision of this Subaward, County and Subrecipient agree that County shall have all ownership rights of software or modification thereof and associated documentation designed, developed or installed using Federal

financial participation. The Federal government shall have a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Subaward, proprietary operating/vendor software packages, which are provided at established catalog or market prices and sold or leased to the general public, shall not be subject to the ownership provisions of this Subparagraph 9.11.

9.11.7 All the rights and obligations of this Subparagraph 9.11 shall survive the expiration or termination of this Subaward.

**9.12 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION**

9.12.1 Subrecipient shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third-party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Subrecipient's Work under this Subaward. County shall inform Subrecipient as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support Subrecipient's defense and settlement thereof.

9.12.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, Subrecipient, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

9.12.2.1 Procure for County all rights to continued use of the questioned equipment, part, or software product; or

9.12.2.2 Replace the questioned equipment, part, or software product with a non-questioned item; or

9.12.2.3 Modify the questioned equipment, part, or software so that it is free of claims.

9.12.3 Subrecipient shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by Subrecipient, in a manner for which the questioned product was not designed nor intended.

**9.13 PROBATION AND SUSPENSION**

9.13.1 Subrecipient may be placed on probation, suspension or a combination thereof when County determines that Subrecipient is not in compliance with any Service, Work, task, deliverable or requirement outlined in this Subaward and/or when Subrecipient has demonstrated a consistent and significant lack of achievement of the Subaward goals (including, but not limited to, meeting the requirements for Program performance, the Budget,

expenditures, staffing, administration, etc.). County shall notify Subrecipient in writing in the event that Subrecipient is placed on probation, suspension or a combination thereof.

9.13.2 **Probation**

9.13.2.1 Probation as used herein shall mean a specified period of time (as determined by County) during which Subrecipient must remedy all areas of non-compliance which have been identified by County or its duly authorized representative(s). County shall monitor Subrecipient's adherence to such remedy(ies) during the probation.

9.13.2.2 When County places Subrecipient on probation, County shall provide Subrecipient a written notice indicating the reasons for the probation (which shall include a description of the areas of Subrecipient's non-compliance), the date upon which this probation shall become effective, the date upon which Subrecipient shall fully remedy all areas of non-compliance and a determination as to whether or not Subrecipient may continue to provide Services during the probation.

9.13.2.3 Subrecipient's ability to obtain future funding may be impacted when Subrecipient does not remedy its non-compliance during its probation and/or when Subrecipient is placed on multiple probations (as determined by County at County's sole discretion).

9.13.3 **Suspension**

9.13.3.1 Suspension as used herein shall mean a specified period of time (as determined by County) during which County will withhold payment from Subrecipient (i.e., suspension of payment(s)), County will institute a temporary curtailment of the Services provided by Subrecipient and its Lower Tier Subrecipient(s), if any, (i.e., suspension of Work) or a combination thereof. This Subaward may be suspended in whole or in part, from time to time, when such action is deemed by County in its sole discretion to be in County's best interest. During the suspension, Subrecipient has a continuing obligation to remedy the areas of non-compliance which have been identified by County or its duly authorized representative(s). County shall monitor Subrecipient's adherence to such remedy(ies) during the suspension.

9.13.3.2 When County suspends Subrecipient, County shall provide Subrecipient a written notice indicating the type of suspension, the reasons for such suspension (which shall include a description of the areas of Subrecipient's non-compliance), the date upon which this suspension shall become effective, the date upon which Subrecipient shall fully remedy

all areas of non-compliance and a determination as to whether or not Subrecipient may continue to provide Services which are not suspended during the suspension. When County institutes a temporary curtailment of Services, the written notice shall include a description of the Service(s) being suspended.

9.13.3.3 At County's sole discretion, when Subrecipient's payment(s) and/or Services are suspended, County may also elect to transfer suspended Services from Subrecipient to another subrecipient for a period of time that will be determined solely by County. Subrecipient's ability to obtain future funding may be impacted when Subrecipient does not remedy its non-compliance during its suspension and/or when Subrecipient is placed on multiple suspensions (as determined by County at County's sole discretion).

9.13.3.4 Upon receipt of a notice of suspension of Services and except as otherwise directed by County, Subrecipient shall:

9.13.3.4.1 Stop providing Services under this Subaward on the date and to the extent specified in such notice.

9.13.3.4.2 Complete performance of such part of the Services that is not suspended by such notice.

9.13.3.5 Subrecipient shall be promptly paid for Services properly completed up until the time of suspension. Such payment is contingent upon Subrecipient properly completing and timely submitting its invoice(s) for Services completed up until the effective date of suspension.

9.13.3.6 Suspension shall continue for the period specified in the written notice of suspension provided to Subrecipient, unless County provides written notice to resume Services at an earlier date.

9.13.3.7 All other terms and remedies provided in this Subaward, including provisions for Termination, shall remain valid during any period of suspension.

9.13.4 In response to the notice of probation or suspension, Subrecipient shall submit a written Corrective Action Plan to County's Compliance Manager within ten (10) days of the postmark date indicated on the notice from County. Subrecipient's Corrective Action Plan shall address all of the deficiencies noted by County.

9.13.5 County shall review Subrecipient's Corrective Action Plan, and will determine whether it meets the requirements for County's approval. County reserves the right to suspend/deduct payments for or to terminate all or any part of this Subaward (and/or any of Subrecipient's other contracts with County) when

Subrecipient submits a Corrective Action Plan that is not acceptable to County.

9.13.6 Subrecipient shall implement the Corrective Action Plan upon receiving County's final written approval of the Corrective Action Plan. Subrecipient's failure to comply with an approved Corrective Action Plan will be cause for material breach of this Subaward upon which County may pursue the remedies for default of Subaward, including, but not limited to, reimbursement for all debt collection costs incurred by County.

**9.14 TRANSITION OF SUBAWARD SERVICES**

9.14.1 **Completion of Subaward**

9.14.1.1 Within sixty (60) calendar days prior to the expiration of this Subaward (or shorter time period if notified in writing by County), Subrecipient shall allow County or a newly selected subrecipient a transition period for orientation purposes and the orderly transition of Subrecipient's current Services without additional costs to County. Subrecipient shall continue to provide Services timely and accurately so that the Services are current at the expiration of this Subaward.

9.14.2 **Transition Plan**

9.14.2.1 If this Subaward (or any part thereof) is terminated pursuant to any of the termination provisions outlined herein or if it expires pursuant to Paragraph 4.0 (Term of Subaward), Subrecipient shall provide a Transition Plan to County. Subrecipient shall submit said Transition Plan to County's Contract Manager within the timeframe designated by County in the notice of termination or Subrecipient shall submit it at least sixty (60) days prior to the expiration of this Subaward as noted in Paragraph 4.0 (Term of Subaward).

9.14.2.2 County shall review Subrecipient's Transition Plan and will determine whether it meets the requirements for County's approval. County reserves the right to suspend/deduct payments under this Subaward and/or under any of Subrecipient's other contracts with County when Subrecipient submits a Transition Plan that is not acceptable to County. Subrecipient shall adhere to the Transition Plan which, at a minimum, shall include all of the elements outlined below.

9.14.3 **Elements of the Transition Plan**

9.14.3.1 Description of how Clients will be notified about the change in their Service provider.

9.14.3.2 Subrecipient's method to communicate with other organizations that can assist in locating alternative Services.

9.14.3.3 Subrecipient's method to inform community referral sources of the pending termination of Services and what alternatives, if any, exist for future referrals.

9.14.3.4 Subrecipient's method to evaluate Clients in order to assure appropriate placement that will allow Clients to receive Services.

9.14.3.5 Subrecipient's method to transfer any confidential medical and Client records to the new subrecipient in accordance with applicable provisions of the Health Insurance Portability and Accountability Act of 1996 or other Federal, State or local laws and regulations.

9.14.3.6 Subrecipient's method to dispose of confidential records in accordance with applicable laws and regulations, and the terms of this Subaward.

9.14.3.7 Subrecipient's plan to assure for the provision of adequate staff to provide continued care through the remaining term of this Subaward.

9.14.3.8 A fully documented inventory of all Fixed and Non-Fixed Assets as well as a method to dispose, transfer or return to County all Fixed and Non-Fixed Assets purchased with Subaward Sums during the entire term of this Subaward.

9.14.3.9 Any additional information which may be necessary to effect a safe transition of Clients to other community service providers.

9.14.4 **Implementation of the Transition Plan**

9.14.4.1 Subrecipient shall implement the Transition Plan that is approved by County. Subrecipient's failure to provide and/or implement the Transition Plan as prescribed herein shall mean that County will provide Subrecipient a Transition Plan and Subrecipient will implement the Transition Plan provided by County. County will monitor Subrecipient's progress in carrying out all elements of the Transition Plan.

**9.15 INTENTIONALLY OMITTED**

**9.16 TRAVEL EXPENSES**

9.16.1 Subrecipient shall obtain prior written approval from County's Contract Manager for any expenses under this Subaward related to travel outside of Los Angeles County.

9.16.2 Subrecipient shall maintain written documentation evidencing that all out-of-town travel expenses are specifically related to providing Services under this Subaward, in conformity with the document retention requirements specified in Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement).

9.16.3 Subrecipient shall ensure that no more than two (2) of its staff incur any out-of-town travel expenses at any time.

9.16.4 Subrecipient shall not invoice County if out-of-town travel expenses are incurred without proper documentation evidencing County's prior written approval.

9.16.5 Subrecipient's non-compliance with the requirements of this Subparagraph 9.16 will result in these costs being disallowed, payments being withheld or other remedy being applied as County shall determine to be appropriate.

**9.17 DRUG-FREE WORKPLACE**

9.17.1 Subrecipient and its Lower Tier Subrecipient(s) shall adhere to the requirements outlined in the California Drug-Free Workplace Act of 1990, as amended (California Government Code Section 8350 et seq.). Subrecipient and its Lower Tier Subrecipient(s) shall also adhere to the requirements outlined in the Federal Drug-Free Workplace Act of 1988, including its implementing regulations (Title 41 United States Code Section 701 et seq.). Subrecipient and its Lower Tier Subrecipient(s) shall provide and maintain a drug-free workplace for all of their employees, and shall have a documented anti-drug policy and a drug-free awareness program. Violation of or non-compliance with these requirements by Subrecipient, its Lower Tier Subrecipient or both shall subject Subrecipient to remedies available under the terms of this Subaward. Such remedies shall include suspending Subrecipient's payments, placing Subrecipient on probation or suspension, terminating this Subaward or other available remedies which shall be determined by County at County's sole discretion.

9.17.2 Subrecipient shall provide a written drug-free workplace policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and stating the specific actions that will be taken for violations.

9.17.3 The ongoing drug-free awareness program must inform employees about the following: the dangers of drug abuse; available drug counseling, rehabilitation, and employee assistance programs; penalties that may be imposed; and, that employees are to be aware that Subrecipient and its Lower Tier Subrecipient(s) operate a drug-free workplace.

9.17.4 Subrecipient shall require its employees to report in writing any conviction for a violation of a criminal drug statute occurring in the workplace. Subrecipient shall provide written notice to County's Contract Manager within ten (10) days of having received such notice from employee(s). Within thirty (30) days of receiving the notice of a conviction, Subrecipient must have taken appropriate action against the employee(s) or have required employee's participation in a drug abuse assistance or rehabilitation program.

**9.18 INFORMATION TECHNOLOGY, SECURITY AND PRIVACY REQUIREMENTS**

9.18.1 This Subparagraph 9.18 sets forth the requirements for the information technology systems which Subrecipient shall use in the course of completing the Work and providing Services under this Subaward. This Subparagraph 9.18 also sets forth the security procedures for these systems which Subrecipient shall have in place by the effective date of this Subaward and which Subrecipient shall maintain throughout the Subaward term. They present a minimum standard only. Subrecipient shall implement appropriate administrative, physical and technical measures to secure its systems and data to protect and ensure the privacy, confidentiality, integrity and availability of County Information Assets as defined in Subparagraph 9.18.5 (County Information Assets) (which consists of but is not limited to confidential County data, Personally Identifiable Information, Protected Health Information and Medical Information) against internal and external threats, vulnerabilities and risks. Subrecipient shall also continuously review and revise those measures to address ongoing threats, vulnerabilities and risks.

9.18.2 Subrecipient's failure to comply with the minimum standards set forth herein will constitute a material, non-curable breach of this Subaward, entitling County, in addition to and cumulative of all other remedies available to it at law, in equity, or under this Subaward, to immediately terminate this Subaward.

9.18.3 **Information Technology Systems - Contract Management System-Contractor's Gateway**

9.18.3.1 County has implemented use of the Contract Management System Contractor's Gateway ("Contractor's Gateway"), an automated system designed to electronically manage this Subaward. Subrecipient shall use the System to perform its administrative contracting functions as directed by County.

9.18.3.2 County has established policies concerning the access, use and maintenance of the Contractor's Gateway. Subrecipient shall adhere to these policies, which are identified in Exhibit V (Contract Management System - Contractor's Gateway Terms and Conditions of Use), instruction guides/tutorials provided by County, training sessions conducted by County, etc. Subrecipient's non-compliance with these policies may subject Subrecipient to denial of access to the Contractor's Gateway, suspension of payment(s), termination of this Subaward, and/or other remedies/actions which County may take at its sole discretion under the terms of this Subaward and/or applicable law or regulation.

9.18.4 **Information Technology Systems - Management Information System**

9.18.4.1 **Data Entry**

9.18.4.1.1 County has implemented use of the Management Information System (MIS), a computerized database system that is used to record and track

Service delivery, Program data and Client information. Subrecipient shall use the MIS to enter Program, Service delivery and Client data as directed by County.

9.18.4.1.2 Subrecipient shall ensure the accuracy and authenticity of the number of eligible Client Services provided each day. Subrecipient shall track, document and report the actual date when Services are rendered. Subrecipient shall complete direct data entry of the required Program, Service delivery and Client data (including but not limited to, the total number of Clients served, the type and number of Services provided to Client and the date(s) of Service) into the MIS within ten (10) days of Service delivery. Subrecipient shall not back-date any data and any attempts to do so may subject Subrecipient to appropriate remedies as determined by County at County's sole discretion.

9.18.4.1.3 In order to ensure accurate reporting, Subrecipient shall enter Program, Service delivery and Client data on a regular basis, preferably on the day when Services are provided and no later than ten (10) days of Service delivery.

9.18.4.2 **Data Records**

9.18.4.2.1 Subrecipient's failure to submit the required MIS data within the time and manner as designated by County may subject Subrecipient to appropriate remedies as determined by County at County's sole discretion. Remedies will remain in effect until Subrecipient becomes compliant. County will consider Subrecipient's non-compliance during future funding decisions.

9.18.4.2.2 Subrecipient shall maintain all records and reports, consistent with Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement), and shall make them available for audit, assessment, or inspection by County and any of its duly authorized representatives (including, but not limited to, State authorities, Federal agencies and/or any of their duly authorized representatives).

9.18.4.2.3 All information, records, data elements and print-outs collected and maintained for the operation of the Program and pertaining to Clients (including paper and electronic data) must be protected from unauthorized disclosures in accordance with Subparagraph 7.6 (Confidentiality), California Welfare and Institutions Code Section 10850, Title 45 Code of Federal Regulations Part 205.50, California Information Practices Act of 1977, and all other applicable laws and regulations.

9.18.4.3 **MIS Personnel**

9.18.4.3.1 Subrecipient shall assign an employee to have the primary responsibility for data entry into the MIS. This employee shall be the primary contact person for data issues and problems. This employee shall also be assigned a password to log-in and enter Program, Service delivery and Client data. Subrecipient shall designate a secondary/back-up employee who can act on behalf of the primary MIS employee contact in the event of his or her absence. Subrecipient shall ensure that its users do not share their user identification and password information.

9.18.4.3.2 Subrecipient shall provide the names of Subrecipient's primary and secondary MIS employees using Exhibit F (Subrecipient's Administration). Subrecipient shall submit the completed Exhibit F (Subrecipient's Administration) in the time and manner as directed by County. In the event of any changes to the information provided in Exhibit F (Subrecipient's Administration), Subrecipient shall update Exhibit F (Subrecipient's Administration) and submit the revised document to County within two (2) weeks of any reassignment or substitution. Only those Subrecipient employees who have been designated by Subrecipient and assigned a password by County shall be allowed to access the MIS system.

9.18.4.3.3 Subrecipient shall ensure that the primary and secondary MIS employees are properly trained to operate the MIS and attend all MIS

training provided by County to ensure that MIS operations are in compliance with all applicable regulations.

9.18.5 **County Information Assets**

9.18.5.1 County Information Assets are public, confidential, sensitive and/or personal data, records, materials, etc. and include (but are not limited to):

9.18.5.1.1 Information that is stored in any media form, paper or electronic.

9.18.5.1.2 Information that is collected, transmitted and/or accessed in the administration of the Program and in the provision of Services.

9.18.5.1.3 Personally Identifiable Information as defined in California Civil Code Section 1798.29(g).

9.18.5.1.4 Protected Health Information as defined in Health Insurance Portability and Accountability Act of 1996.

9.18.5.1.5 Medical Information as defined in California Civil Code Section 56.05(j).

9.18.6 **Physical and Environmental Security**

9.18.6.1 Subrecipient shall take reasonable measures to ensure the physical security of its operating location(s) that handles County Information Assets. Work areas containing computers or source documents should be secured from public access unless Subrecipient's representative is present. When unoccupied during non-operating hours, Subrecipient's facility(ies) shall be locked.

9.18.7 **Data Destruction**

9.18.7.1 When Contractor (that is "Subrecipient") has maintained, processed or stored County Information Assets, implied or expressed, and such County Information Assets are no longer required to be retained by Contractor under this Contract (that is "Subaward") and applicable law, County shall have sole authority to determine when Contractor shall destroy any such County Information Assets as described herein. Contractor shall only proceed with the destruction of County Information Assets (which may be stored on purchased, leased or rented electronic storage equipment (e.g., printers, hard drives, etc.) and electronic devices (e.g., servers, workstations, etc.) that are geographically located within Los Angeles County or external to Los Angeles County's boundaries) upon receiving written authorization from County.

9.18.7.2 Contractor shall destroy such County Information

Assets by:

9.18.7.2.1 Shredding or otherwise destroying paper, film, disk drives or other hard copy media so that the Personally Identifiable Information, Protected Health Information and Medical Information cannot be read or otherwise reconstructed.

9.18.7.2.2 Clearing, purging or destroying electronic media containing Personally Identifiable Information, Protected Health Information and Medical Information consistent with National Institute of Standards and Technology ("NIST") Special Publication ("SP") 800-88 (Guidelines for Media Sanitization) which is available on-line at: http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88-Rev. %201 and United States Department of Defense 5220.22-M data sanitization and clearing directive such that the Personally Identifiable Information, Protected Health Information and Medical Information cannot be retrieved.

9.18.7.3 Contractor shall have the sole responsibility to certify that the County Information Assets have been appropriately destroyed consistent with the requirements outlined herein.

9.18.7.4 Contractor shall provide County with written certification validating that any and all County Information Assets were placed in one (1) or more of the following stored states: unusable, unreadable and/or indecipherable. Contractor shall submit such certification to County's Contract Manager no later than ten (10) days after the occurrence of this event.

9.18.7.5 Subcontractor (that is "Lower Tier Subrecipient") shall provide County with written certification validating that any and all County Information Assets were destroyed and are in one (1) or more of the following states: unusable, unreadable and/or undecipherable. Subcontractor shall submit such certification to County's Contract Manager no later than ten (10) days after the removal of any electronic storage equipment and devices and the destruction of the County Information Assets.

9.18.8 **Encryption on Workstations and Portable Computing Devices**

9.18.8.1 Subrecipient shall use software and/or hardware

encryption methods for confidential County Information Assets stored on all electronic media in accordance with the following standards:

9.18.8.1.1 Federal Information Processing Standard Publication ("FIPS") 140-2.

9.18.8.1.2 NIST SP 800-57 (Recommendation for Key Management - Part 1: General (Revision 3).

9.18.8.1.3 NIST SP 800-57 (Recommendation for Key Management - Part 2: Best Practices for Key Management Organization).

9.18.8.1.4 NIST SP 800-111 (Guide to Storage Encryption Technologies for End User Devices).

9.18.8.1.5 At a minimum, Subrecipient shall use Advanced Encryption Standard ("AES") with cipher strength of 256-bit

9.18.8.1.6 Prior to use of remote servers (e.g., cloud storage, Software-as-a-Service (SaaS), etc.) for storage of County Information Assets, Subrecipient shall obtain written approval from County's Contract Manager.

9.18.8.2 Subrecipient shall use software and/or hardware encryption methods for transmitted (i.e., through network transmission) confidential County Information Assets in accordance with the following standards:

9.18.8.2.1 NIST SP 800-52 (Guidelines for the Selection and Use of Transport Layer Security Implementations).

9.18.8.2.2 NIST SP 800-57 (Recommendation for Key Management - Part 3: Application-Specific Key Management Guidance).

9.18.8.3 Subrecipient shall have operational policies, procedures and practices which protect County Information Assets as specified herein and in the State Administrative Manual Sections 5300 to 5365.3; California Government Code Section 11019.9; Department of General Services Management Memo (MM 06-12); Department of Finance Budget Letter (06-34); California Department of Aging Program Memorandum (PM 07-18(P)); and, County's Board of Supervisors Policy Manual (Contractor Protection of Electronic County Information) - policy number pending.

9.18.8.4 Subrecipient shall encrypt confidential, sensitive and/or personal County Information Assets which are stored on all electronic media (including workstations, portable computing devices (including, but not limited to, mobile devices, wearables, tablets, laptops, personal digital assistants, notebook computers, and backup media) and/or portable electronic storage media (including, but not limited to, discs, thumb/flash drives, external/portable hard drives, and backup media)).

9.18.8.5 **Removable Media**

9.18.8.5.1 Except in the context of Subrecipient's routine back-ups or as otherwise specifically authorized by County in writing, Subrecipient shall institute strict administrative, physical and logical security controls to prevent transfer of County information to any form of removable media. For purposes of this Subaward, removable media means portable or removable hard disks, floppy disks, universal serial bus (USB) memory drives, zip disks, optical disks, CDs, DVDs, digital film, digital cameras, memory cards (e.g., secure digital (SD), memory sticks (MS), compact flash (CF), smart media (SM), multimedia card (MMC), and xD-picture card (xD)), magnetic tape and all other removable data storage media.

9.18.8.6 In the event that Subrecipient will have County Information Assets on or accessed by mobile devices, Subrecipient shall have in place, a mobile computing policy, reviewable and audited by County. This policy must address device recovery and data eradication methods, the mobile device management capabilities in place, the use of personal devices versus Subrecipient-supplied devices and all applications that may have access to or render County Information Assets.

9.18.8.7 **Data Control and Media Servicing**

9.18.8.7.1 Subrecipient shall adhere to the requirements for back-up data stored by Subrecipient at off-site facilities as provided in this Subparagraph 9.18.8.7.

9.18.8.7.2 County Information Assets shall only be made available and accessible to those parties explicitly authorized under this Subaward or otherwise expressly approved by County in writing.

9.18.8.7.3 If transferred across the Internet, any wireless network (e.g., cellular, Bluetooth, 802.11x, or similar technology), or other public or shared networks, County Information Assets must be protected using industry standard encryption technology in accordance with the NIST SP 800-52 (Guidelines for the Selection and use of Transport Layer Security Implementations).

9.18.8.7.4 If transferred using removable media (as defined above), County Information Assets must be sent via a bonded courier or protected using industry standard encryption technology in accordance with NIST SP 800-111 (Guide to Storage Encryption Technologies for End User Devices).

9.18.8.7.5 In the event any hardware, storage media or removable media must be sent off-site for servicing, Subrecipient shall ensure that all confidential County Information Assets, including Personally Identifiable Information, Protected Health Information and Medical Information, have been cleared, purged and/or scrubbed from such hardware and/or media using industry best practices in accordance with NIST SP 800-88 (Guidelines for Media Sanitization).

9.18.8.8 Subrecipient shall certify its compliance with the encryption standards noted herein as a condition of executing this Subaward. Subrecipient provide such certification by completing and submitting Exhibit GG (Subrecipient's Compliance with Encryption Requirements) in the form and manner as determined by County. Subrecipient shall maintain compliance with this policy during the term of this Subaward and for as long as Subrecipient maintains or is in possession of County Information Assets. In addition to the foregoing certification, Subrecipient shall maintain any validation/attestation reports that the data encryption product generates and such reports shall be subject to audit in accordance with the requirements outlined in Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement). In the event of Subrecipient's non-compliance with these requirements, County will require Subrecipient to develop and execute a corrective action plan. Subrecipient's failure to comply with this policy may subject Subrecipient to suspension or termination of this Subaward, denial

of access to County information technology resources and/or other remedies which are deemed appropriate by County.

9.18.9 **Software Maintenance and Operational Management**

9.18.9.1 Subrecipient shall deploy up-to-date anti-virus software with current definitions on all computer systems on which County Information Assets are stored and/or transmitted.

9.18.9.2 Subrecipient shall ensure that all security patches, software updates/upgrades, etc. are applied to all computer systems on which County Information Assets are stored and/or transmitted.

9.18.9.3 Subrecipient shall deploy adequate back-up facilities to ensure that its essential business information can be promptly recovered in the event of a disaster or media failure.

9.18.9.4 Subrecipient shall ensure that its operating procedures are adequately documented and designed to protect information, computer media and data from theft and unauthorized access.

9.18.10 **Access Control**

9.18.10.1 Subrecipient shall implement formal procedures to control access to its systems, services and data, including, but not limited to, user account management procedures and other controls as outlined in this Subparagraph 9.18. Subrecipient shall ensure that network access to both internal and external networked services shall be controlled through the use of properly configured firewalls, etc. Operating systems will be used to enforce access controls to computer resources including, but not limited to, authentication, authorization and event logging. Applications will include access control to limit user access to information and application system functions. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. Subrecipient shall record, review and act upon all events in accordance with incident response policies set forth herein.

9.18.10.2 Subrecipient shall develop, implement and enforce/maintain a password policy which requires users who are authorized to access confidential County Information Assets on electronic media to: create a strong complex password containing at least eight (8) characters, which shall include upper and lower case letters, digits and symbols; and, change his/her password at a minimum every ninety (90) days, etc.

9.18.10.3 Subrecipient shall develop, implement and enforce/maintain a password policy which provides for the following system requirements: when user

changes his/her password, the system shall restrict user from re-using any of the last six (6) passwords; the system will lock itself after a minimum of three (3) to a maximum of five (5) failed logon attempts made by user within a thirty (30) minute time frame; and, the system will either lock itself or log off user after thirty (30) minutes of inactivity.

9.18.11 **Personnel and Subrecipient Protections**

9.18.11.1 Subrecipient shall screen and conduct background checks on all Subrecipient personnel exposed to confidential County Information Assets. Subrecipient shall require its employees and Lower Tier Subrecipient(s) to sign an appropriate written confidentiality/non-disclosure agreement. All Lower Tier Subawards requiring access to Subrecipient's systems and data, including all outsourcing arrangements and maintenance and support agreements (including facilities maintenance), shall specifically address security risks, controls and procedures for information systems. Subrecipient shall supply each of its employees with appropriate, ongoing training regarding information security procedures, risks, vulnerabilities and threats. Subrecipient shall have an established set of procedures to ensure Subrecipient employees promptly report actual and/or suspected breaches of security.

9.18.12 **County's Security Audit**

9.18.12.1 At County's sole discretion, County or its designee may annually, or more frequently, conduct a security audit to determine Subrecipient's adherence to the requirements outlined in this Subparagraph 9.18.

9.18.12.2 County's security audit may include, but is not limited to, a review of the following elements, which shall be provided by Subrecipient upon County's request: a report on Subrecipient's encryption of all electronic media; Subrecipient's report verifying County's written authorization for data destruction along with documented certification of such destruction; and, Subrecipient's written assurance indicating that Subrecipient enforces security measures to control physical access (i.e., access to premises) and electronic access (i.e., access to electronic media) to County Information Assets.

9.18.13 **Security Incident Reporting**

9.18.13.1 A security incident occurs when County Information Assets are accessed, modified, destroyed or disclosed without proper authorization or are lost or stolen. A security incident includes (but is not limited to) instances in which Subrecipient employees access systems in excess of their user rights or use the systems inappropriately, data is breached, etc.

9.18.13.2 **Notification of Security Breach to County**

9.18.13.2.1 Subrecipient must immediately report all security incidents to County's Program Manager but in no event shall the report be made more than two (2) business days after its detection. Subrecipient shall initiate the contact by telephone and followed by written letter of any potential or actual security attacks or security incidents.

9.18.13.2.2 Subrecipient's notification of the security incident shall include the approximate date and time of its occurrence and a summary of the relevant facts, including a description of measures being taken to address the occurrence.

9.18.13.3 **Notification of Security Breach to Clients**

9.18.13.3.1 Subrecipient shall give written notice to any Client or data subject whose personal information may have been breached.

9.18.13.3.2 Subrecipient shall provide such written notice in the most expedient time possible and without unreasonable delay except when notification would impede a criminal investigation or, when necessary, measures to restore system integrity are required.

9.18.14 **Electronic Backups**

9.18.14.1 Subrecipient shall ensure that all electronic County Information Assets are protected by performing regular backup of automated files and databases, and ensure the availability of County Information Assets for continued business. Subrecipient shall ensure that any portable electronic media used for backups is encrypted.

9.18.15 **Cloud Storage**

9.18.15.1 Subrecipient and its Lower Tier Subrecipient(s) may not utilize cloud storage of County Information Assets without the prior express written authorization of County, after a review of the cloud service by County or its designee(s).

9.18.16 **Hardware Return**

9.18.16.1 Upon termination or expiration of this Subaward or at any time upon County's request, Subrecipient will return all hardware provided by County or purchased by Subrecipient using Subaward Sums. Subrecipient shall not alter or modify such hardware. Subrecipient shall physically seal the hardware and return it to County via a bonded

courier or as otherwise directed by County in accordance with Exhibit S (Purchase, Inventory and Disposal Requirements for Fixed Assets, Non-Fixed Assets and Supplies).

9.18.16.2 In the event that the hardware contains confidential County Information Assets and is owned by Subrecipient or its Lower Tier Subrecipient, Subrecipient shall send a notarized statement, detailing the destruction method used and the data sets involved, the date of destruction and the company or individual who performed the destruction to County's Program Manager within fifteen (15) days of termination or expiration of this Subaward or at any time upon County's request. Subrecipient's destruction or erasure of Personal Information, Protected Health Information and Medical Information shall be in compliance with industry best practices as outlined in NIST SP 800-88 (Guidelines for Media Sanitization).

9.18.17 Subrecipient shall ensure that its Lower Tier Subrecipient(s) adheres to all of the provisions included in this Subparagraph 9.18.

**9.19 REMEDIES FOR NON-COMPLIANCE**

9.19.1 Subrecipient agrees to comply with the requirements set forth in the entirety of this Subaward as well as the requirements contained in supporting Program legislation and all applicable directives, Program memoranda, notices, guidelines and instructions issued by or on behalf of Federal, State or County authorities. Subrecipient's failure to comply with such requirements shall subject Subrecipient to remedies which are available under this Subaward and as provided by law. These remedies include but are not limited to the following: probation; suspension of payment(s); suspension of Services; assessment and collection of liquidated damages; de-obligation of Subaward Sums (for purposes of this Subaward, de-obligation is the partial or full removal of Subaward Sums from Subrecipient); re-obligation of Subaward Sums (for purposes of this Subaward, re-obligation is the allocation of de-obligated Subaward Sums to another current subrecipient(s) and/or to a new subrecipient); debarment; and/or termination of this Subaward. County shall have the sole discretion to determine which remedy(ies) will be applied as a result of Subrecipient's non-compliance.

**9.20 INTENTIONALLY OMITTED**

**9.21 INTENTIONALLY OMITTED**

**9.22 SUBAWARD DOCUMENT DELIVERABLES**

9.22.1 Prior to the execution of this Subaward and throughout the entire term of this Subaward, Subrecipient shall obtain and maintain current and appropriate licenses, permits and certificates which are required by all applicable County, State and/or Federal laws, regulations, guidelines, Program memoranda and directives for the operation of its facility(ies) and for the provision of Services hereunder. Prior to the execution of this Subaward and annually

thereafter (or as otherwise established by County), Subrecipient shall submit evidence/documentation (Subaward Document Deliverables) of its compliance with this requirement in the form and manner that is prescribed by County. Subrecipient shall provide to County's Contract Manager, by the deadline imposed by County, current copies of these deliverables which must be complete (without missing pages) and legible, and shall include:

9.22.1.1 Subaward Compliance Documents (as described in Subparagraph 9.22.3)

9.22.1.2 Business Forms (as described in Subparagraph 9.22.4)

9.22.1.3 Reporting Documents (as described in Subparagraph 9.22.5)

9.22.1.4 Other Documents: During the term of this Subaward, County or its designee(s) may request from time to time additional documents from Subrecipient, and Subrecipient shall adhere to County's request for such documents.

9.22.2 Subrecipient shall submit copies of all new or renewed licenses, permits, and certificates to County's Contract Manager within five (5) business days of the license, permit or certification award or renewal. Subrecipient shall immediately notify County of any lapses or expirations of these items. Subrecipient's failure to maintain and/or timely submit documents required or requested by County may result in County imposing remedies as determined by County in its sole discretion.

9.22.3 **Subaward Compliance Documents**

9.22.3.1 **Business License**

9.22.3.1.1 When the local governing authority requires Subrecipient's organization to obtain a license to operate and conduct business within its local governing authority's jurisdiction, Subrecipient shall obtain such license to perform the Services outlined in this Subaward. The local governing authority may be either the local city government for entities doing business within its city limits or County of Los Angeles for entities located outside of city limits (i.e.unincorporated areas or designated cities). Subrecipient shall ensure that the license is current throughout the entire term of this Subaward. Subrecipient shall provide a current copy of its license to County annually (or upon expiration, as noted on the license).

9.22.3.2 **Certificate of Insurance**

9.22.3.2.1 The certificate shall evidence

Subrecipient's compliance with the insurance requirements outlined in Subparagraph 8.24 (General Provisions for all Insurance Coverage) and Subparagraph 8.25 (Insurance Coverage). Subrecipient shall also provide copies of the certificate of insurance as it relates to its Lower Tier Subrecipient(s).

9.22.3.3 **Fire Department Inspection Report**

9.22.3.3.1 For each Service site that Client will visit, Subrecipient shall obtain an annual fire inspection of its facility(ies). The inspection shall be conducted by the Los Angeles County Fire Department or by Subrecipient's local fire department and Subrecipient shall obtain a written report of the inspection which shall be provided to County annually. In the event that violations are noted on the inspection report, Subrecipient shall ensure that it complies with all corrective measures as directed by the fire department. Subrecipient shall provide to County written evidence of its compliance within five (5) days of receiving the evidence from the fire department. The fire inspection report shall be current within the most recent twelve (12) month period.

9.22.3.4 **Public Health Permit**

9.22.3.4.1 For every Service site where Subrecipient provides Services that require a Permit issued by County of Los Angeles Department of Public Health, Subrecipient shall provide a current copy of such permit annually (or upon expiration, as noted on the permit).

9.22.3.5 **Health Department Inspection Report**

9.22.3.5.1 For each Service site where Subrecipient provides Services that require an inspection by County of Los Angeles Department of Public Health (such as a central kitchen, Congregate Meal Site, etc.), Subrecipient shall annually provide a current copy of such inspection report (report shall be current within the most recent twelve (12) month period). In the event that violations are noted on the report, Subrecipient shall ensure that it complies with all corrective measures as directed by the Department of

Public Health. Subrecipient shall provide to County written evidence of its compliance within five (5) days of receiving the evidence from Public Health.

9.22.4 **Business Forms**

9.22.4.1 **Articles of Incorporation**

9.22.4.1.1 This document, which evidences the legal formation of Subrecipient's organization, shall reflect Subrecipient's current legal name; and, County shall use this document as verification of Subrecipient's name. In the event there are any amendments or addendums to the articles of incorporation, Subrecipient shall provide copies of such amendments/addendums to County within five (5) days of said amendments/addendums being finalized.

9.22.4.1.2 When Subrecipient's organization is a local government or a consortium of local governments, Subrecipient shall provide either a city charter or a joint powers agreement respectively, in lieu of the articles of incorporation.

9.22.4.2 **Board of Director's Resolution**

9.22.4.2.1 A resolution which provides written evidence to support the delegated authority that Subrecipient's organization has vested in its Authorized Representative who will act on behalf of Subrecipient pursuant to Subparagraph 8.3 (Authorization Warranty). Such written evidence shall adhere to the following requirements outlined in this Subparagraph 9.22.4.2.

9.22.4.2.2 If Subrecipient is a public entity (defined as the government of the United States; the government of a State or political subdivision of a State; or any interstate governmental agency), Subrecipient shall submit a copy of its resolution, order or motion which has been approved by its Governing Body (e.g., Board of Supervisors, City Council, etc.) and signed by the presiding chair person of the Governing Body to County. If Subrecipient is a private non-profit entity, Subrecipient shall submit a copy of written authorization from its

Governing Body (e.g., Board of Directors) to County.

9.22.4.2.3 Subrecipient's resolution, order, motion or other authorization shall contain the following elements: reference to this Subaward number; authorize execution of this Subaward; identify Subrecipient's Authorized Representative who will execute the original Subaward and any subsequent amendments to this Subaward; and, approve and accept Subaward Sums. In the event that there is a change in Subrecipient's Authorized Representative, Subrecipient shall provide County a revised resolution,order, motion or other authorization which reflects the new Authorized Representative within five (5) days of being approved by the Governing Body.

9.22.4.3 **Board of Directors Roster**

9.22.4.3.1 The roster shall include the individuals who comprise Subrecipient's Board of Directors. In the event that the roster is updated, Subrecipient shall provide an updated roster to County within five (5) days of it being approved or finalized.

9.22.4.4 **Bylaws**

9.22.4.4.1 This document shall reflect the internal rules which govern Subrecipient's organization. These rules are generally concerned with the operation of the organization, and setting out the form, manner or procedure in which the organization should operate. In the event that the bylaws are amended, Subrecipient shall provide such amendments to County within five (5) days of them being approved.

9.22.4.5 **Complaint Policies and Procedures**

9.22.4.5.1 Subrecipient's policies and procedures for receiving, investigating and responding to Client complaints shall be prepared and submitted to County pursuant to the requirements outlined in Subparagraph 8.5 (Complaints).

9.22.4.6 **Direct Deposit Authorization Form**

9.22.4.6.1 Document completed by Subrecipient for purposes of authorizing paymentfor Services to be received through direct deposit into Subrecipient's

bankaccount. County shall provide the form to Subrecipient upon commencement of Subaward.

9.22.4.7 **Organization Chart**

9.22.4.7.1 The chart shall provide an outline of the hierarchy, relationships and relative ranks of Subrecipient's organizational parts and positions/jobs as it related to the operations of this Subaward. In the event that Subrecipient revises its organization chart, a copy shall be provided to County within five (5) days of any change in its organization chart.

9.22.4.8 **Lower Tier Subaward**

9.22.4.8.1 This executed third-party agreement (as defined in Subparagraph 8.40 (Lower Tier Subaward)) and any amendments or addendums thereto, shall be provided to County within five (5) days of the execution of that agreement, amendment and addendum.

9.22.4.9 **Tax Exempt Status Letter**

9.22.4.9.1 Written documentation that is obtained from the Internal Revenue Service as evidence of Subrecipient's tax exempt status. When Subrecipient is a non-profit entity, such evidence must reflect Subrecipient's tax exempt status. In the event Subrecipient's tax exempt status changes, Subrecipient shall provide County a copy of its new status within five (5) days of any change in its tax exempt status.

9.22.4.10 **Terms and Conditions of Use-User Agreement**

9.22.4.10.1 Each employee who will access the Contract Management System - Contractor's Gateway shall complete and submit this agreement. Additional information is available in Exhibit V (Contract Management System - Contractor's Gateway Terms and Conditions of Use).

9.22.5 **Reporting Documents**

9.22.5.1 **Cost Allocation Plan**

9.22.5.1.1 This Plan, included herein as Exhibit Z (Cost Allocation Plan), shall adhere to the requirements outlined in Subparagraph 9.23.1 (Cost Allocation Plan for Cost Reimbursement Activities).

9.22.5.2 **Closeout Report**

9.22.5.2.1 This report shall adhere to the requirements outlined in Subparagraph 9.23.2 (Closeout Reporting Requirements).

9.22.5.3 **Other Reporting Documents**

9.22.5.3.1 From time-to-time, County or its designee(s) may request other documents relating to Subrecipient's performance, Work, and/or Services. County shall not be unreasonable in its request and Subrecipient shall adhere to County's request for such documents.

**9.23 FISCAL REPORTING REQUIREMENTS**

9.23.1 **Cost Allocation Plan for Cost Reimbursement Activities**

9.23.1.1 Subrecipient acknowledges that as a condition of receiving this Subaward, Subrecipient shall submit its organization-wide Cost Allocation Plan to County no later than sixty (60) days after the start date of the Subaward term. This Cost Allocation Plan shall be included in this Subaward as Exhibit Z (Cost Allocation Plan).

9.23.1.2 The Cost Allocation Plan shall adhere to the requirements outlined in the following: County directives (including but not limited to CSS directive CCD-15-03 (Cost Allocation and Indirect Cost Requirements for CSS Subawards)) which may be obtained at http://css.lacounty.gov/programs/program-directives/), Exhibit Q (Accounting, Administration and Reporting Requirements) and Title 45 Code of Federal Regulations Part 75 et al. At a minimum, the Plan shall include the following information:

9.23.1.2.1 Description of Subrecipient's organization (i.e., non-profit, for-profit, public/government, etc.).

9.23.1.2.2 Description of Subrecipient's general accounting policies, including its basis of accounting.

9.23.1.2.3 List of all the funded programs.

9.23.1.2.4 An organizational chart that identifies the various services and/or functions for each unit.

9.23.1.2.5 A detailed listing of all shared and pooled direct and indirect costs that will be allocated.

9.23.1.2.6 Identification of the Subaward year term for any information/documentation related to the Plan (i.e., July 1, 2017 - June 30, 2018).

9.23.1.2.7 A thorough description of the methods used to allocate all shared or pooled direct or indirect costs and the auditable documentation for supporting each basis for allocation.

9.23.1.3 Every cost included in the Cost Allocation Plan shall be supported by formal, documented accounting records, and the basis for its distribution must be calculated by actual usage (e.g., time distribution, number of Clients served, square footage, etc.) - arbitrary percentages or estimates are not allowed.

9.23.1.4 In order to certify the accuracy of the Cost Allocation Plan, Subrecipient shall sign the Cost Allocation Plan and any revisions made thereto.

9.23.1.5 Intentionally Omitted

9.23.1.6 In the event that the information provided in the Cost Allocation Plan as it relates to Subparagraphs 9.23.1.2.1 - 9.23.1.2.6 must be revised at any time during the Subaward term then Subrecipient shall submit the revisions to County's Contract Manager within thirty (30) days of completing the revisions.

9.23.1.7 Upon receipt of the revisions made to Subrecipient's Cost Allocation Plan, County will review these revisions. Neither Subrecipient's submission of these revisions to its Cost Allocation Plan nor County's receipt of these revisions to Subrecipient's Cost Allocation Plan shall constitute County's acceptance or approval of the Cost Allocation Plan revisions. County reserves the right to either accept or reject any revision(s) to the Cost Allocation Plan that County deems is unacceptable. County will notify Subrecipient in writing whether the revisions are approved or rejected. Upon rejection of the revisions, Subrecipient shall take the required actions needed to correct its revisions. Subrecipient's failure to adhere to County's requirements shall subject Subrecipient to remedies available under this Subaward.

9.23.2 **Closeout Reporting Requirements**

9.23.2.1 The closeout is a process that takes place upon the expiration or termination of the period in which Program Services are provided which includes the end of the Subaward term, the end of the Fiscal Year or any other period when the Subaward is terminated. The purpose of closeout is to ensure

that final reports are received and evaluated, allowable costs are determined and amounts due to either County or to Subrecipient are determined and payment arrangements made.

9.23.2.2 Subrecipient shall complete and submit a mandatory Closeout Report in the form and manner designated by County. The Closeout Report shall include the reporting of expenses and accruals incurred through the last day of the Fiscal Year or Program Year. County will notify Subrecipient of the deadline for submission of the Closeout Report.

9.23.2.3 Subrecipient must ensure that all invoices are submitted and finalized prior to the submission of its Closeout Report. County will not pay invoices that are received after Subrecipient has submitted the Closeout Report. Once County has reviewed and accepted Subrecipient's Closeout Report, the data reflected on the Closeout Report will be reported to State as final. Any subsequent revisions will require the written signature and authorization of Subrecipient's Authorized Representative.

9.23.2.4 If this Subaward is terminated or cancelled prior to June 30th of any Fiscal Year, the Closeout Report shall be for that Subaward period which ends on the termination or cancellation date. Subrecipient shall submit the Closeout Report after the termination/cancellation date in the manner and timeframe designated by County.

9.23.3 **Program Income Requirements**

9.23.3.1 Program Income includes, but is not limited to:

9.23.3.1.1 Voluntary contributions received from Client or other party for Services received.

9.23.3.1.2 Income from usage or rental fees of real or personal property acquired with Subaward Sums.

9.23.3.1.3 Royalties received on patents and copyrights from Subaward-supported activities.

9.23.3.1.4 Proceeds from the sale of items created under this Subaward.

9.23.3.2 Subrecipient shall adhere to the Program Income requirements outlined herein and in Title 45 Code of Federal Regulations Part 75 et al.

9.23.3.3 Subrecipient shall use Program Income to expand baseline Program Services.

9.23.3.4 Subrecipient shall report Program Income in Exhibit W1 (Budget for Title III C-1 Program Services),

Exhibit W2 (Budget for Title III C-2 Program Services) and Exhibit W3 (Budget for Title III B Program Services) and shall expend Program Income under the same terms and conditions as the Subaward Sums from which it is generated.

9.23.3.5 Program Income shall be used to pay for current allowable Program costs in the same Fiscal Year or Program Year that the Program Income is earned. If Program Income is earned in excess of the amount reported in Exhibit W1 (Budget for Title III C-1 Program Services), Exhibit W2 (Budget for Title III C-2 Program Services) and Exhibit W3 (Budget for Title III B Program Services) then County shall recapture the balance of the unexpended Program Income or pursue any other remedies available to County under this Subaward.

9.23.3.6 Subrecipient shall not use Program Income to meet the match contribution requirement of this Subaward.

9.23.3.7 Subrecipient provide a disposition of all Program Income received and expended as part of the Closeout reporting process in the form, manner and timeline as designated by County.

**9.24 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) AND SYSTEM FOR AWARD MANAGEMENT (SAM)**

9.24.1 Pursuant to the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282) and Title 2 Code of Federal Regulations Part 25, Subrecipient shall be responsible for obtaining and maintaining a DUNS number from Dun and Bradstreet and should be registered in SAM. The DUNS number is a unique nine-digit identification number and is site-specific. Therefore, each distinct physical location of Subrecipient's organization (such as branches, divisions, and headquarters) will have its own, unique DUNS number. Subrecipient can obtain a DUNS number at no cost by telephone 1-866-705-5711 or on-line at http://fedgov.dnb.com/webform. Subrecipient shall comply with the requirements outlined in this Subparagraph 9.24.

9.24.2 Subrecipient shall provide a valid DUNS number to County in the time and manner as designated by County. Subrecipient must keep its DUNS number and maintain an active SAM registration with current information at all times on the website at: https://www.sam.gov/portal/SAM#1. If County cannot access Subrecipient's DUNS information related to this Subaward on the Federal Funding Accountability and Transparency Act Subaward Reporting System (SAM.gov) due to errors in Subrecipient's data entry for its DUNS number, County will notify Subrecipient and Subrecipient must immediately update the information as required.

9.24.3 Subrecipient's failure to adhere to applicable DUNS and SAM requirements may result in County imposing remedies as determined by County in its sole discretion.

**9.25 UNUSUAL OCCURRENCES AND CRIME**

9.25.1 Unusual occurrences such as natural disasters (including earthquakes, floods, landslides, wildfires, extreme heat/cold), man-made emergencies (such as epidemic outbreaks, bio-terrorism, food-borne illness, fire, major accidents, death from unnatural causes or other catastrophes), and unusual occurrences which threaten the welfare, safety or health of Clients, Subrecipient personnel or visitors to Subrecipient's facility(ies) shall be reported by Subrecipient within twenty-four (24) hours to the local health officer by telephone and in writing, and to County by telephone and also in writing or by email.

9.25.2 Crime related occurrences, such as theft or vandalism, must be reported by Subrecipient within twenty-four (24) hours to the local police or sheriff by filing a police report and to County by telephone, and in writing or by email. Subrecipient shall also prepare and retain an incident report on file, and shall include a copy of the filed police report.

9.25.3 Subrecipient shall maintain all incident reports in a manner consistent with Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement). Subrecipient shall furnish such other pertinent information related to such occurrence as the local authorities and/or County may require.

IN WITNESS WHEREOF, Subrecipient has executed this Subaward or caused it to be duly executed, and the County of Los Angeles, by order of its Board of Supervisors, has caused this Subaward to be executed on its behalf by the Director of Community and Senior Services, on the day and year first above written. The person(s) signing on behalf of Subrecipient warrants under penalty of perjury that he or she is authorized to bind Subrecipient. Subrecipient and County acknowledge that this Subaward shall not be deemed to be active until such time that the document is executed by the respective authorized representatives of both Subrecipient and County.

**COUNTY OF LOS ANGELES**

By Cynthia D. Banks 6-20-16
Cynthia D. Banks, Director — Date
County of Los Angeles
Community and Senior Services

**SUBRECIPIENT**

_____
Subrecipient's Legal Name

_____
Subaward Number

By _____ _____
Name of Authorized Representative — Date

_____
Title

_____
Signature

Approved as to Form:

**OFFICE OF COUNTY COUNSEL**
Mary C. Wickham, County Counsel

By _____
Lawrence Green
Deputy County Counsel

By _____ _____
Name of Authorized Representative — Date

_____
Title

_____
Signature

June 20, 2016

City of San Fernando
Attention: Mr. Brian Saeki
117 North Macneil Street
San Fernando, CA 91340

**Funding Allocation for Elderly Nutrition Program**
**Subaward Number ENP161703**

Dear Mr. Saeki:

The County of Los Angeles Board of Supervisors has authorized Community and Senior Services to enter into **Subaward number ENP161703** for the one-year term commencing **July 1, 2016 through June 30, 2017** with **City of San Fernando** for the provision of Elderly Nutrition Program ("ENP") Services. Funding for this Subaward is **$90,818** ("Maximum Subaward Sum" or "Subaward Sums"). Please note that all funding is subject to availability and appropriation by Federal, State and/or local authorities. Fiscal Year 2016-17 funding is allocated for Program Services to be provided throughout the entirety of the twelve (12) months as follows:

| FUNDING SOURCE (PROGRAM SERVICES) | SERVICE CATEGORY | UNIT RATE | SUBAWARD SUMS | | | | |
|---|---|---|---|---|---|---|---|
| | | | Federal | State | One-Time-Only | Local | Total |
| Title III C-1 Program Services (Congregate Meal Services) | American Meals | $4.75 | $40,065 | $3,992 | $2,897 | $4,990 | **$51,944** |
| Title III C-2 Program Services (Home-Delivered Meal Services) | Hot Meals | $4.75 | $24,405 | $3,915 | $1,363 | $8,191 | **$37,874** |
| | Emergency Meals | $5.65 | | | | | |

| FUNDING SOURCE (PROGRAM SERVICES) | SERVICE CATEGORY | UNIT RATE | SUBAWARD SUMS | | | | |
|---|---|---|---|---|---|---|---|
| | | | Federal | State | One-Time-Only | Local | Total |
| Title III B Program Services (Telephone Reassurance Services) | Telephone Calls | $0.60 | $1,000 | | | | **$1,000** |
| **Total Funding Allocation (Subaward Sums)** | | | **$65,470** | **$7,907** | **$4,260** | **$13,181** | **$90,818** |

In the performance of this Subaward as it relates to the Work for Fiscal Year 2016-17, at a minimum City of San Fernando shall provide the same level of Title III C-1 Program Services and Title III C-2 Program Services that City of San Fernando provided during Fiscal Year 2015-16 (please refer to Paragraph 3.0 (Work) of the Subaward). To ensure that City of San Fernando adheres to the requirements for providing Title III C-2 Program Services, City of San Fernando shall provide the mandated number of Emergency Meals as outlined in Exhibit A (Statement of Work), Subsection 10.5 (Emergency Meal Services Requirements for Home-Delivered Meal Clients) which shall be included as a portion of the minimum level of Program Services.

The Subaward will be provided to City of San Fernando in separate email communications due to the size limitations imposed by certain email service providers. Please take note that several of the Subaward documents have been updated since the draft Subaward template was provided to City of San Fernando on May 19, 2016. Please submit the Subaward documents as follows:

- Subaward Terms and Conditions: **The Subaward must be executed by City of San Fernando's Authorized Representative no later than June 30, 2016.** Please complete, sign and date the signature page. Upon execution, return the original signature page with the wet signature to Ms. Tsotso Odamtten no later than Wednesday, July 6, 2016 using the following address:

  County of Los Angeles
  Community and Senior Services
  Attention: Ms. Tsotso Odamtten (Box 24)
  3175 West Sixth Street
  Los Angeles, CA 90020

- Subaward Exhibits: Please complete, sign and date (as applicable) the Exhibits provided to you and submit them to Ms. Odamtten no later than Friday, July 8, 2016. Further instructions for submitting these documents will be provided in a separate communication.

If you have any questions regarding this letter, please contact Ms. Odamtten by phone or email as follows: (213) 738-2663 or todamtten@css.lacounty.gov.

Sincerely,

Carol Domingo, Program Manager
Contracts Management Division

PG:CD:SIR:TO

c: Contract Analyst/Subaward File
Contract Compliance Analyst
Program Analyst

**ATTACHMENT "B"**

# RESOLUTION NO. 7752

## A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING THE BUDGET FOR THE FISCAL YEAR 2016-2017 ADOPTED ON JUNE 29, 2016

**WHEREAS,** the City of Council has received and considered the proposed adjustment to the budget for Fiscal Year 2016-2017, commencing July 1, 2016, and ending June 30, 2017; and

**WHEREAS,** the City Council has determined that the Elderly Nutrition Program Services will provide seniors at Las Palmas Park daily access to lunch meals; and

**WHEREAS,** the City Council has determined that it is necessary to amend the revenues and expenditures of the current City budget to accommodate costs of meals; and

**WHEREAS,** an annual budget for the City of San Fernando for the Fiscal Year beginning July 1, 2016 and ending June 30, 2017, a copy of which is on file in the City Clerk's Office, has been adopted on June 29, 2016.

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

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

Fund 001-422-3750:

| | |
|---|---|
| Increase in Expenditures: | $ 3,100 |

**Section 2**. The following adjustments are made to the City Budget:

Fund 001-422-3752

| | |
|---|---|
| Increase in Expenditures: | $ 1,900 |

**PASSED, APPROVED, AND ADOPTED** this 18th day of July, 2016.

_____

Robert C. Gonzales, Mayor

**ATTEST:**

_____

Elena G. Chávez, City Clerk

**STATE OF CALIFORNIA )**
**COUNTY OF LOS ANGELES ) ss**
**CITY OF SAN FERNANDO )**

**I HEREBY CERTIFY** that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 18th day of July, 2016, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

_____
Elena G. Chávez, City Clerk

**ATTACHMENT "C"**

THE CITY OF
# SAN FERNANDO

CITY COUNCIL

MAYOR
JOEL FAJARDO

VICE MAYOR
SYLVIA BALLIN

COUNCILMEMBER
ANTONIO LOPEZ

COUNCILMEMBER
ROBERT C. GONZALES

COUNCILMEMBER
JAIME SOTO

February 11, 2016

Paul Goldman, Assistant Director
County of Los Angeles
Community and Senior Services
3175 West Sixth Street
Los Angeles, CA 90020

SUBJECT: Letter of Intent for ENP at Las Palmas Park

Dear Mr. Goldman:

The purpose of this letter is to set forth certain non-binding commitments between the City of San Fernando and the County of Los Angeles Community and Senior Services relating to the intent to continue to contract services for the Elderly Nutrition Program in the City of San Fernando.

During our meeting on January 28, 2016, you informed the City of San Fernando of new requirements (Attachment "A") to the ENP Contract cycle starting on July 1, 2016 and requested for us to provide you with some type of commitment going forward. Per our conversation, we reminded you that in 2008 the County requested the City of San Fernando to tentatively operate the ENP at Las Palmas Park while a replacement operator was identified. However six years later, City Staff are continuing to operate the program. This responsibility creates a huge burden on staffing. Since 2008, the Community Services Division has committed 50% of all full-time staff to manage the ENP.

As the City Manager of the City of San Fernando, I wish to request that the County offer the City of San Fernando a 6-month agreement, starting July 1, 2016, with the understanding that the County will submit an RFP for the City of San Fernand ENP to secure a contractor to resume services in January 2017. This is one of the options you provided in our meeting (refer to Attachment "A").

When fully executed, this Letter of Intent, together with attachment "A", shall reflect the Intent of the City of San Fernando and the County of Los angles to attempt to negotiate a definitive Agreement for the provision of the Elderly Nutrition Program within the City of San Fernando going forward.

If you should have any further questions, please feel free to contact me.

Sincerely,

Brian Saeki
City Manager

ADMINISTRATION
DEPARTMENT

117 MACNEIL STREET
SAN FERNANDO
CALIFORNIA
91340

(818) 898-1202

WWW.SFCITY.ORG

**ATTACHMENT "A"**

**New Requirements**

- County would create Regions to provide services for ENP. However, cities would not need to respond to the upcoming RFP as they would be automatically awarded a contract if they are to commit.
- Contractor would be required to provide emergency meals to all home-based clients with no additional funding.
- Contractor would be required to meet all minimum wage requirements.

**City Options**

1. Accept or decline the new ENP Contractor Grant Cycle with new requirements.
2. Accept the new ENP Contractor Grant Cycle and request for more funds to accommodate the new changes.
3. Accept the new ENP Contractor Grant Cycle and serve less meals with same funding monies.
4. Agree to a 6-month agreement while the County identifies a contractor to resume services.

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THE CITY OF SAN FERNANDO

# AGENDA REPORT

**To:** Mayor Robert C. Gonzales and Councilmembers

**From:** Brian Saeki, City Manager
By: Chris Marcarello, Deputy City Manager/Public Works Director

**Date:** July 18, 2016

**Subject:** Notice of Completion – Brand Boulevard Waterwise Landscaping
Project No. 7591, Plan No. 717

**RECOMMENDATION:**

It is recommended that the City Council:

a. Accept the improvements as constructed by KTB Construction and consider the work complete;

b. Authorize the issuance and filing of the "Notice of Completion" (Attachment "A") with the Los Angeles County Office of the Registrar-Recorder/County Clerk; and

c. Authorize the release of the 5% retention amount ($18,169.57) after the 35-day lien period from the date the Notice of Completion is recorded.

**BACKGROUND:**

1. On September 16, 2015 at 11:00 a.m., the City Clerk received and opened three (3) bids for construction of these improvements. Staff analyzed all bids and determined the bid from KTB Construction to be the lowest responsive bid.

2. On September 21, 2015, the City Council awarded a contract (Contract No. 1798) to KTB Construction (Contractor) in the amount of $348,335.00 and authorized the City Manager to approve change orders not to exceed 10% of contract amount.

3. On October 6, 2015, a Notice to Proceed was issued to the Contractor.

4. On June 23, 2016, work was completed by the Contractor which included a 90-day maintenance period.

**ANALYSIS:**

This project included the full renovation of existing landscaped medians with drought tolerant landscaping, synthetic turf, and decomposed granite; the installation of new irrigation equipment, including centralized weather-based irrigation controllers, drip irrigation systems, and other low-flow watering components; and the installation of new “signature” Coast Live Oak trees in vacant planter areas.

**BUDGET IMPACT:**

The project was funded through several funding sources, including gas tax funds, water funds, Measure A funds, and rebates available through the Metropolitan Water District. The total construction cost was $ 348,335.00 plus $ 15,056.29 in construction change orders for a total of $363,391.29. The total construction cost was within the total budget appropriation of $383,168 for the project.

**CONCLUSION:**

The Brand Boulevard Waterwise Landscaping project is now complete. All work has been completed to staff satisfaction and is in conformance with the approved plans and specifications. Project acceptance and filing the Notice of Completion allows for the project to be closed out.

**ATTACHMENT:**

A. Notice of Completion

**ATTACHMENT "A"**

EXEMPT FROM RECORDING FEES PER GOVT CODE SECTION 6103

**RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:**

**City of San Fernando**
Elena G. Chávez, City Clerk
San Fernando City Hall
117 Macneil Street
San Fernando, CA 91340

Space Above This Line Reserved For The Recorder's Use

# NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion.

1. NOTICE IS HEREBY GIVEN THAT: work on the subject project has been completed, and it is recommended that a Notice of Completion be executed and recorded
2. NAME AND ADDRESS OF OWNER: City of San Fernando, a municipal corporation, 117 Macneil Street, San Fernando, CA 91340
3. DESCRIPTION OF THE PUBLIC WORK: Construction of the Brand Boulevard Waterwise Landscaping project consisted of the renovation of existing landscaped medians with drought tolerant landscaping and synthetic turf; the installation of new irrigation equipment, including drip irrigation systems, and other low-flow watering components; and the installation of new "signature" Coast Live Oak trees
4. DESCRIPTION OF PROPERTY: The property on which said work of improvement was completed is in the City of San Fernando, County of Los Angeles, State of California, and is described as: Median on South Brand Boulevard between San Fernando Road and South City Limits
5. ACCEPTED AND COMPLETED: Work on said contract was completed and accepted on June 23, 2016
6. NATURE OF OWNER'S INTEREST: In fee
7. NAME AND ADDRESS OF CONTRACTOR: KTB Construction, 7004 Hebrides Circle, West Hills, CA 91307
8. DECLARATION: I, Brian Saeki, duly appointed City Manager of the City of San Fernando, have read the foregoing Notice of Completion, have made my verification on behalf of said City, and know the contents thereof to be true. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

_____ _____
Brian Saeki, City Manager Date
City of San Fernando, California
(City Seal)

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES SS.

Subscribed and sworn to (or affirmed) before me on this _____, by Brian Saeki, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

_____
Elena G. Chávez, Notary Public

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THE CITY OF SAN FERNANDO

# AGENDA REPORT

**To:** Mayor Robert C. Gonzales and Councilmembers

**From:** Elena G. Chávez, City Clerk

**Date:** July 18, 2016

**Subject:** Consideration to Approve a Resolution Adopting a Plan to Consolidate Future Elections with a Statewide Election No Later Than the November 8, 2022 Statewide General Election

## RECOMMENDATION:

It is recommended that the City Council approve Resolution No. 7754 (Attachment "A") adopting a plan to consolidate future elections with a statewide election no later than the November 8, 2022 Statewide General Election.

## BACKGROUND:

1. On September 1, 2015, Governor Jerry Brown signed Senate Bill 415 (SB 415) into law which prohibits a local government (such as the City of San Fernando) from holding an election on any date other than a statewide election date, if doing so in the past has resulted in turnout that is at least 25% below the average turnout in that jurisdiction in the last four statewide general elections. Section 14052(b) of the Elections Code allows the City to hold elections on dates other than statewide election dates, after January 1, 2018, if it adopts a plan to consolidate a future election with a statewide election not later than the November 8, 2022 statewide general election.

2. On June 6, 2016, the City Council directed staff to report back with a resolution for a plan to consolidate with the statewide general election cycle no later than the November 8, 2022 statewide election (with a reserved option to consolidate with the 2020 statewide election).

## ANALYSIS/CONCLUSION:

In California, general law cities, such as the City of San Fernando, are obligated to conduct general and special municipal elections in accordance with the California Elections Code. (Elec. Code, §§ 10101-10312.) The City currently conducts its elections on the first Tuesday after the first Monday in March in each odd-numbered year, pursuant to City Council Ordinance No. 1452 and Elections Code Section 1301.

SB 415 prohibits the City from holding an election on other than a statewide election date if holding an election on a "nonconcurrent date" (i.e. election date other than November of even-numbered years) has previously resulted in turnout that is at least 25% less than the average voter turnout within that political subdivision for the previous four statewide general elections (i.e., 42.83% threshold for San Fernando). The City's last General Municipal Election on March 3, 2015, resulted in a 12.7% turnout which is below the minimum City turnout threshold.

At their meeting on June 6, 2016, the City Council directed staff to report back with a resolution for a plan to consolidate with the statewide general election cycle no later than the November 8, 2022 statewide election (with a reserved option to consolidate with the 2020 statewide election).

A certified copy of Resolution No. 7754 will be forwarded to the County of Los Angeles Board of Supervisors and to the Los Angeles County Registrar-Recorder/County Clerk. Before the end of this year, staff will present to the City Council an ordinance for consideration that will indicate future election dates (i.e., when the new election cycle will take effect and when the last election, under the current cycle, will take effect).

**BUDGET IMPACT:**

None.

**ATTACHMENT:**

A. Resolution No. 7754

**ATTACHMENT "A"**

# RESOLUTION NO. 7754

## A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, ADOPTING A PLAN TO CONSOLIDATE FUTURE ELECTIONS WITH A STATEWIDE ELECTION NO LATER THAN THE NOVEMBER 8, 2022 STATEWIDE GENERAL ELECTION

**WHEREAS**, general law cities, such as the City of San Fernando (the "City"), are obligated to conduct general and special municipal elections in accordance with the California Elections Code (the "Elections Code"), per Elections Code Section 10101, et seq.; and

**WHEREAS**, the City currently conducts its elections on the first Tuesday after the first Monday in March in each odd-numbered year, pursuant to City Council Ordinance No. 1452 and Elections Code Section 1301; and

**WHEREAS**, on September 1, 2015, Governor Jerry Brown signed Senate Bill 415 ("SB 415") into law; and

**WHEREAS,** commencing January 1, 2018, SB 415 prohibits the City from holding an election on any date other than a statewide election date, as doing so in the past has resulted in turnout that is at least twenty-five percent (25%) below the average turnout in that jurisdiction in the last four statewide general elections; and

**WHEREAS**, Section 14052(b) of the Elections Code allows the City to hold elections on dates other than statewide election dates, after January 1, 2018, if it adopts a plan to consolidate a future election with a statewide election not later than the November 8, 2022 statewide general election; and

**WHEREAS,** the City Council seeks to memorialize, in this Resolution, its plan to consolidate a future election with a statewide election not later than the November 8, 2022 statewide general election; and

**WHEREAS**, as of the date of this Resolution, Section 10402.5 of the Elections Code allows the County of Los Angeles Board of Supervisors to deny consolidation based on incompatible ballot style, voting equipment, or computer capacity.

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

**SECTION 1.** In accordance with Elections Code Section 14052(b), the City plans to move its election date and consolidate its general municipal elections with the November statewide general election cycle by the November 8, 2022 statewide general election.

**SECTION 2.** Pursuant to Section 1301 of the Elections Code, the City shall continue to hold its election date on the first Tuesday after the first Monday in March of each odd-numbered year until such time as the City moves its election date and the County approves the consolidation of future general municipal elections.

**SECTION 3.** Pursuant to Section 10403.5(b) of the Elections Code, no elected city office term affected by a subsequent adjustment to City election dates by ordinance shall be increased or decreased by more than twelve (12) months.

**SECTION 4.** This Resolution shall take effect immediately upon its adoption by the City Council and the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original Resolutions.

**SECTION 5.** The City Clerk is directed to forward without delay to the County of Los Angeles Board of Supervisors and to the Los Angeles County Registrar-Recorder/County Clerk, each a certified copy of this Resolution.

**PASSED, APPROVED AND ADOPTED** this 18th day of July, 2016.

_____
Robert C. Gonzales, Mayor

ATTEST:

_____
Elena G. Chavez, City Clerk

STATE OF CALIFORNIA )
COUNTY OF LOS ANGELES ) SS
CITY OF SAN FERNANDO )

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 18th day of July, 2016 by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Elena G. Chavez, City Clerk

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THE CITY OF SAN FERNANDO

# AGENDA REPORT

**To:** Mayor Robert C. Gonzales and Councilmembers

**From:** Brian Saeki, City Manager
By: Chris Marcarello, Deputy City Manager/Public Works Director

**Date:** July 18, 2016

**Subject:** Consideration to Adopt a Resolution for the Placement of Liens on Real Property for Non-Payment of Residential Solid Waste Collection Services Billings

**RECOMMENDATION:**

It is recommended that the City Council:

a. Conduct a Public Hearing; and

b. Pending public testimony, adopt Resolution No. 7748 (Attachment "A") authorizing the placement of a lien against real property as a special assessment on property tax bills for the collection of delinquent solid waste billings.

**BACKGROUND:**

On May 16, 2016, the City Council adopted Ordinance No. 1655, authorizing the placement of liens on real property for non-payment of residential solid waste collection billings. The City's ability to place delinquent sums on the tax roll is conditioned upon the local solid waste hauler having made multiple attempts to collect the invoice on their own by sending notice to the customer and later to both the customer and the owner of the property served by the solid waste account (in those instances where the customer and the property owner are different). After complying with the process prescribed by California Health & Safety Code Sections 5473, 5473a and related statutes, the City Council, by resolution, may approve the placement of certain delinquent sums on the tax roll by 2/3 vote. The requirements of California Health & Safety Code Sections 5473 and 5473a are as follows:

> (i) Prepare and file a report with the City Clerk describing each delinquent account and the real property parcel to which the account corresponds so that the delinquent sums may be placed on the annual tax roll.

(ii) Give notice of and hold a public hearing before approving a final list of real property parcels with corresponding delinquent sums for submission to the Los Angeles County Auditor-Controller.

On June 6, 2016, the City Council approved Resolution No. 7738, setting a public hearing date of July 18, 2016 to consider the placement of liens for non-payment of residential solid waste collection billings.

**ANALYSIS:**

Residents that receive solid waste collection services are billed for such services by the City's franchised solid waste contractor. Through Ordinance No. 1655, the City established procedures for the collection of such delinquent fees. Ordinance No. 1655 requires a series of notices to be sent before a solid waste collection services bill can be considered eligible for placement on the tax roll. First, if a bill is not paid within thirty (30) days, a reminder notice is sent to the customer. Second, if payment is not received within thirty (30) days following the first reminder notice, a second notice of delinquency is sent. In those instances where the customer and the property owner are different, the second notice is sent to both the customer and the property owner. If an account remains unpaid thirty (30) days following the second delinquency notice, the delinquent sums owed are then eligible for placement on the tax roll.

Following the issuance of required reminder notices, the City's franchised solid waste contractor, Consolidated Disposal Service, provided the City with a list of 647 residential accounts that remained delinquent as of May 1, 2016. Pursuant to Ordinance 1655, before submitting delinquent fees and charges to the Los Angeles County Assessor's Office, the City must conduct a noticed public hearing on the matter. On June 6, 2016, the City Council approved Resolution No. 7738, setting a public hearing date for July 18, 2016 to consider the placement of the delinquent trash fees on the tax roll for those residential solid waste collection billings that have not been made current before the close of the public hearing.

Placement of Liens

Authority to collect delinquent solid waste fees on the tax roll is found under Health & Safety Code Section 5473 and 5473a. The City Council adopted Ordinance No. 1655, establishing procedures in accordance with these statutes that allow for the tax roll collection process to occur. In accordance with State and local guidelines, the following actions have been completed to satisfy noticing requirements:

- Mail Notice
  Notice was sent to both account holders and property owners during the week of June 6, 2016. Upon request, account information has been provided to either account holders or property owners relative to delinquent billing amounts. Notices indicate a

final payment due date for account holders to bring accounts current and notice of a scheduled public hearing date on July 18, 2016 at 6 p.m. Attachment "B" includes notice samples provided to account holders and/or property owners.

After sending notices to account holders and property owners, 362 accounts (56% of initial delinquent account list) have either brought their account current or entered into a payment plan for such services. As of July 11, 2016, 285 accounts remain in a delinquent status.

- Public Notice and Annual Report
  Notice was published in The San Fernando Sun on June 23, 2016 and June 30, 2016, causing notice of the time and place of a public hearing where the City Council will consider the placement of liens for non-payment of residential solid waste collection billings. The notice also includes an annual report of each delinquent account and corresponding real property parcel so that delinquent sums ay be placed on the annual tax roll, if necessary. Attachment "C" includes a copy of the published public hearing notice and annual report.

Public Hearing

The City Council can make modifications to the annual report of delinquent accounts prior to placement on the tax roll. This may occur if a customer/property owner are able to prove to the reasonable satisfaction of the City that the account was never delinquent or that there is an error in the report for which a correction is justified. Any modifications will need to be processed by August 5, 2016. On August 10, 2016, the final delinquent annual report list will be forwarded to LA County for inclusion on the tax roll.

**BUDGET IMPACT:**

The City will incur administrative costs associated with the preparation of the annual report, complying with noticing requirements and payment of sums to the County of Los Angeles for their role in collecting delinquent sums on the tax roll. To offset these costs, the City's ordinance authorizes the City Council to recover such costs (approximately 5%) which will be deducted from sums actually collected on the tax roll before sums owed to the solid waste hauler are remitted to the hauler by the City.

**CONCLUSION:**

It is recommended that the City Council approve the attached resolution authorizing the placement of liens on real property for non-payment of solid waste collection services billings.

**ATTACHMENTS:**

A. Resolution 7748
B. Mailing Notice and Proof of Mailing
C. Public Hearing Notice and Annual Report

**ATTACHMENT "A"**

# RESOLUTION NO. 7748

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA APPROVING THE FINAL FORM OF THE DELINQUENT CHARGES REPORT FOR PAST DUE AND PAYABLE ACCOUNTS FOR RESIDENTIAL MUNICIPAL SOLID WASTE COLLECTION AND DISPOSAL SERVICES PROVIDED BY REPUBLIC SERVICES FROM APRIL 1, 2015, THROUGH MARCH 31, 2016 AND DIRECTNG THAT THE SAME BE SUBMITTED TO THE LOS ANGELES COUNTY AUDITOR-CONTROLLER FOR COLLECTION ON THE PROPERTY TAX ROLL TAX YEAR 2016.**

**WHEREAS,** on the 16th day of May, 2016, the City Council adopted Ordinance No. 1655 declaring that periodically the City shall, by resolution, order that liens be placed on real property for the collection of solid waste fees reported delinquent pursuant to delinquent solid waste account reports; and

**WHEREAS**, the City Council has received a report (the "Report") which was prepared in accordance with California Health and Safety Code Sections 5473 and 5473(a), containing a sufficiently detailed summary of information relating to certain delinquent accounts of Customers for municipal solid waste collection, recycling, transport and disposal services which are subject to collection pursuant to the provisions set forth in Ordinance 1655; and

**WHEREAS,** the City's staff has verified that all noticing requirements of Ordinance 1655, as relates to all accounts appearing in the Report, have been complied with; and

**WHEREAS,** on the 6th day of June, 2016, the City Council adopted Resolution No. 7738, declaring its intention to set a public hearing to consider the placement of liens on real property for non-payment of residential solid waste collection services billings;

**WHEREAS,** on June 6, written notice was provided to all account holders and property owners by United States mail, with postage properly affixed, that on July 18, 2016 at 6:00 p.m., or as soon thereafter as possible, a public hearing shall be held to hear the above mentioned report and any objections or protests thereto. Said notice was mailed, as required by law, more than ten (10) days prior to the hearing. In addition, a list of the delinquent service addresses and outstanding balances was published in the San Fernando Sun on June 23, 2016 and June 30, 2016, as required by California Health and Safety Code Section 5470-5474.10; and

**WHEREAS,** on July 18, 2016, the City conducted a public hearing the City conducted a public hearing in accordance with Health and Safety Code Section 5473a to identify delinquent residential municipal solid waste collection, transport, recycling and disposal service rate amounts, as more fully identified in the Report, payable for services rendered by Republic Services from April 1, 2015 through March 31, 2016; and

**WHEREAS,** the delinquent payable amounts shall be collected on the tax roll for the City and County Tax Year 2016-2017 in the same manner and at the same time with ad volorem tax property taxes.

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

**SECTION 1**. The City Council hereby finds and determines that the City has given notice of publication to all interested persons of the public hearing as ordered by applicable law, and that on July 18, 2016 a full, fair and complete public hearing was conducted by the City Council on this matter as provided by applicable law. A copy of the proof of publication of the notice of the public hearing is on file as an official record of the Office of the City Clerk.

**SECTION 2.** The City Council hereby acknowledges receipt of a written Report, as attached hereto as Exhibit "A" and incorporated herein by this reference (the "Final Report"). The Final Report will incorporate the changes, corrections, modifications, exceptions and deletions to the Report based upon comments received by the City Council from interested persons during the public hearing on July XX, 2016.

**SECTION** 3. Pursuant to Health and Safety Code Sections 5473 and 5473a, the City Council hereby orders that the delinquent charges in the amounts indicated for each Customer in the Final Report, shall be collected for the City by the Los Angeles County Tax Collector on the 2016-2017 tax roll. The Los Angeles County Auditor Controller is hereby requested to enter the amounts of the delinquent charges as shown in the final Report against the respective lots or parcels of land as they appear on the current assessment roll.

**SECTION 4.** The City Council hereby authorizes and directs the Director of Public Works to make such additional administrative corrections to the Final Report as may be necessary or appropriate and to delete the name of each Customer from the Final Report, who may have completed payment in full of the delinquent amount by August 5, 2016, who is otherwise determined, in writing, by the Director of Public Works to be eligible for removal from the Final Report, prior to its certification and delivery to the Los Angeles County Auditor.

**SECTION 5.** The City Clerk, in cooperation with the Director of Public Works, is hereby authorized and directed to modify, if necessary, the Final Report, as may be modified pursuant to Section 5 of this Resolution, and certified as the Final Report for tax year 2016-2017 and filed with the Office of the Auditor-Controller of Los Angeles County, in the manner provided in Health and Safety Code Section 5473.4.

**SECTION 6.** The City Manager is hereby authorized and directed to execute any necessary or appropriate modification to the direct local assessment and collection agreement by and between Los Angeles County and the City as may be necessary or appropriate to facilitate the collection of the delinquent amounts as described in the Final Report on the tax roll for 2014-2015. The relevant information included in the Final Report shall be transmitted to the Auditor-

Controller in an appropriate record format in order to facilitate such collection. Upon remittance to the City of the charges identified in the Final Report which are collected by the County Tax Collector for each of the Customers identified in the Final Report, such amounts shall be remitted by the City to the Company, less the administrative fee and Franchise Fees and other fees due to the City.

**SECTION 7.** If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Resolution or any part thereof, is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of the Resolution or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more of these sections, subsections, subdivisions, paragraphs, sentences, clauses, phrases or portions thereof, irrespective of the fact that any one or more of these sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases may later be held or declared to be invalid.

**SECTION 8**. The Mayor shall sign this resolution, and the City Clerk shall attest and certify the passage and adoption thereof. The City Clerk shall cause a certified copy of this Resolution to be recorded in the Official Records of the County of Los Angeles.

**PASSED, APPROVED, AND ADOPTED** this 18th day of July, 2016.

CITY OF SAN FERNANDO

_____

Robert C. Gonzales, Mayor

**ATTEST:**

_____

Elena G. Chávez, City Clerk

**APPROVED AS TO FORM**:

_____

Rick R. Olivarez, City Attorney

**STATE OF CALIFORNIA )**
**COUNTY OF LOS ANGELES ) ss**
**CITY OF SAN FERNANDO )**

**I HEREBY CERTIFY** that the foregoing resolution was approved and adopted at a regular meeting of the City Council held on the 18th day of July, 2016, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

_____
Elena G. Chávez, City Clerk

THE CITY OF
# SAN FERNANDO

CITY COUNCIL

MAYOR
ROBERT C. GONZALES

VICE MAYOR
JOEL FAJARDO

COUNCILMEMBER
ANTONIO LOPEZ

COUNCILMEMBER
SYLVIA BALLIN

COUNCILMEMBER
JAIME SOTO

July 12, 2016

Contact First Last Name
Address
City, State Zip Code

RE: Address:
Account No.:
Parcel: Amount Due: $

Dear Property Owner(s):

Pursuant to Chapter 70 (Sections 5473 & 5473A) of the San Fernando Municipal Code, the City shall place a lien for unpaid refuse collection charges on real property if the owner(s) of the property served do not make payment directly to Consolidated Disposal Service, LLC. Consolidated's records indicate that the owner(s) of the property referenced above are delinquent in the payment of rubbish charges for the period of April 1, 2015 through March 31, 2016.

To avoid having a lien placed against your property for rubbish charges and collection costs, you must make payment directly to the City's Contractor (Consolidated) by **July 20, 2016. When making payment please mark "LIEN" on your payment envelope, as well as, your check/money order to help identify and record the payment. The contractor's address is as follows:**

**CONSOLIDATED DISPOSAL SERVICE, LLC.**
**12949 TELEGRAPH ROAD**
**SANTA FE SPRINGS, CA 90610**
**Phone: (562) 347-4016 FAX: (562) 347-4092**

NOTICE OF PUBLIC HEARING

**NOTICE IS HEREBY GIVEN** that if you wish to protest the charges, you may attend a Public Hearing to be held at San Fernando City Hall, City Council Chambers, 117 MacNeil Street., San Fernando, **on July 18, 2016 at 6:00 pm.** All interested persons may attend and be heard at that time.

Sincerely,

Brian Saeki
City Manager

PLEASE TEAR ALONG DOTTED LINE ABOVE AND MAIL THIS PORTION WITH YOUR PAYMENT IN THE ENCLOSED ENVELOPE

| | |
|---|---|
| **Subject Property/Service Address:** | |
| **Dollar Amount of Delinquent fees and Penalty:** | **$ «Total__Tax_lien_letter»** |
| **Name and Phone Number of Company:** | **Consolidated Disposal Service** |
| **Providing Trash Collection Services:** | **(562) 347-4016** |
| **Account Number:** | |
| **Parcel Number:** | **«PARCEL»** |

IF PAYING BY CREDIT CARD OR DEBIT CARD, PLEASE FILL OUT BELOW. WE ALSO ACCEPT CHECKS BY PHONE

| |
|---|
| ☐ **MASTERCARD** ☐ **VISA** ☐ **AMERICAN EXPRESS** ☐ **ATM/DEBIT** ☐ **Security code on the back of Credit card_____** |
| **** WE WILL PROCESS YOUR PAYMENT OVER THE PHONE AT NO CHARGE BY CALLING 562 347 4016**** |
| CARDHOLDER NAME: |
| CARDHOLDER ADDRESS: ZIP: |
| CARD NUMBER: EXPIRES: |
| SIGNATURE |
| AMOUNT PAID: $ |

PUBLIC WORKS
DEPARTMENT

117 MACNEIL STREET
SAN FERNANDO
CALIFORNIA
91340

(818) 898-1222

WWW.SFCITY.ORG

# Final Notice

06/11/2016

Dear Customer:

Despite several previous written notices to you, your account remains seriously past due. We have not received payment from you and at this time must advise you that this letter is our **final demand** for immediate payment of the total amount due on your account. See below for the specific items that remain past due.

| Invoice | Date | Amount |
|---|---|---|
| | 2/25/16 | $25.00 |
| | 4/25/16 | $35.20 |
| Total | Amount Due | $60.20 |

Unfortunately, we must turn your account over to a collection agency unless full payment is received within ten (10) days from the date of this notice. We also reserve the right to initiate further legal action and report derogatory credit information to one or more of the major credit reporting bureaus.

Please take a moment now to visit us at www.RepublicServices.com and click on "Pay Bill" at the top of the homepage to pay on-line. If you prefer, you may call us and make a payment via our toll-free payment line at (877) 692-9729. Any checks should be mailed in the enclosed envelope.

Please respond promptly to this notice to remedy this serious situation.

Respectfully,

Collections Department

DETACH AT PERFORATION AND RETURN BOTTOM PORTION WITH YOUR PAYMENT DN70R-T3

REPUBLIC SERVICES

12949 TELEGRAPH RD
SANTA FE SPRINGS, CA 90670-4049
Tele. No. (562)347-4000

Return Service Requested

Please Return This Portion With Payment

| | |
|---|---|
| Pay This Amount | $60.20 |
| Account Number | |
| Date | June 11, 2016 |
| Payment Due Date | Upon Receipt |

Total Enclosed

For Billing Address Changes, Check Box and Complete Reverse.

Make Checks Payable To:

30902 U

REPUBLIC SERVICES #902
PO BOX 78829
PHOENIX, AZ 85062-8829

3090257000540000000000000000000000000060208

| BILLING ADDRESS CHANGE | | |
|---|---|---|
| Address | | |
| City | State | Zip |
| Phone | Alternate Phone | |

UNITED STATES POSTAL SERVICE®

# Certificate of Bulk Mailing — Domestic

## Fee for Certificate

| | |
|---|---|
| Up to 1,000 pieces (1 certificate for total number) | Use Current Price List (Notice 123) |
| For each additional 1,000 pieces, or fraction thereof | |
| Duplicate Copy ☐ | |

**Postage:** Mailers must affix meter, PC Postage®, or (uncanceled) postage stamps here in payment of total fee due.

Acceptance employee must cancel postage affixed (by round-date) at the time of mailing.

If payment of total fee due is being paid by Permit Imprint, include the *PostalOne!*® Transaction Number here: _____

| Number of Identical Weight Pieces | Class of Mail | Postage for Each Mailpiece Paid | Number of Pieces to the Pound |
|---|---|---|---|
| 647 | First Class | ☑ Verified | 41.15 |

| Total Number of Pounds | Total Postage Paid for Mailpieces | Fee Paid |
|---|---|---|
| 15.723 | $251.00 | $7.65 |

| Mailed For | Mailed By |
|---|---|
| City of San Fernando Historic & Visionary | Signature Graphics |

U.S. POSTAGE PAID LOS ANGELES, CA 90001 JUN 13 16 AMOUNT **$7.65** R2304H107800-24

0000

## Postmaster's Certification

It is hereby certified that the number of mailpieces presented and the associated postage and fee were verified. This certificate does not provide evidence that a piece was mailed to a particular address.

MARK H. ANDERSON
POSTMASTER
*(Postmaster or Designee)*

BMEU JUN 13 2016 LA, CA 90049-9514 PM

PS Form **3606-D,** January 2016 PSN 7530-17-000-5548

See Reverse for Instructions

**NOTICE OF PUBLIC HEARING**
**CITY COUNCIL**
**CITY OF SAN FERNANDO**

**ATTACHMENT "C"**

**PLACEMENT OF LIENS ON REAL PROPERTY FOR NON-PAYMENT OF RESIDENTIAL SOLID WASTE COLLECTION SERVICES BILLINGS AS OF JULY 18, 2016 ON THE COUNTY TAX ROLLS**

NOTICE IS HEREBY GIVEN that the City Council of the City of San Fernando, California, will hold a public hearing in the Council Chambers at City Hall, 117 Macneil Street, San Fernando, beginning at 6:00 p.m., on July 18, 2016 to consider the following:

> Pursuant to Health and Safety Code Section 5473(a), a written report has been filed with the City Clerk of the City of San Fernando, containing a description of each parcel of real property receiving solid waste collection service for which payment is delinquent and containing the amount of delinquent solid waste collection service charges for each such parcel for the period ending May 1, 2016, computed in conformity with the charges prescribed in Chapter 70 of the San Fernando Municipal Code.

The purpose of the hearing is to determine whether the delinquent solid waste collection charges described in said report shall be collected on the tax roll in the same manner, by the same person and at the same time as, together with and not separately from, the general taxes of the City of San Fernando. This means that, if the delinquent charges are not paid in a timely manner, they may be assessed against the property and collected as a tax lien.

The written report describing each parcel of real property receiving solid waste collection service for which payment is delinquent is available for review at the Department of Public Works between the hours of 7:30 a.m. and 5:30 p.m., Monday through Thursday, and alternate Fridays between the hours of 8:00 a.m. and 5 p.m. Please contact the Department of Public Works at (818) 898-1222 if you would like to schedule an appointment to review the report of parcels that are currently delinquent in their payment of solid waste collection service fees.

If you wish to protest the charges you may respond to this notice verbally at the public hearing and/or in writing before the public hearing. Written comments can be made to the City Council by letter (for mail or hand delivery) to:

> Elena G. Chávez, City Clerk
> 117 Macneil Street
> San Fernando, CA 91340

An opportunity will be given at said hearing for all interested persons to be heard. Questions regarding this matter may be directed to Maria Padilla, Department of Public Works, (818) 898-1222.

Las personas interesadas tendrán la oportunidad de ser escuchadas durante la audiencia pública. Si tiene preguntas concernientes a este asunto, por favor llame al Departamento de Obras Públicas y comuníquese con Maria Padilla al (818) 898-1222.

To avoid having a lien placed against your property you must make payment directly to the City's contractor, Consolidated Collection Service by July 7. When making payment please write LIEN on your payment envelope as well as your check. The contractor's address is:

> Consolidated Collection Service
> 12949 Telegraph Road
> Santa Fe Springs, CA 90670
> (800) 299-4898

SOLID WASTE UNPAID ACCOUNTS - ANNUAL REPORT
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| Parcel Number | Total | Site Address # | Site Address Name | Street Type | City |
|---|---|---|---|---|---|
| 2520024007 | 25.00 | 1224 | 2ND | ST | SAN FERNANDO |
| 2520011047 | 375.91 | 1610 | 2ND | ST | SAN FERNANDO |
| 2520013016 | 895.97 | 1611 | 2ND | ST | SAN FERNANDO |
| 2520004007 | 358.14 | 1945 | 2ND | ST | SAN FERNANDO |
| 2520004017 | 160.90 | 1947 | 2ND | ST | SAN FERNANDO |
| 2518005006 | 200.83 | 1423 | 4TH | ST | SAN FERNANDO |
| 2520014002 | 417.64 | 1506 | 4TH | ST | SAN FERNANDO |
| 2518003014 | 253.92 | 1619 | 4TH | ST | SAN FERNANDO |
| 2518002014 | 417.64 | 1727 | 4TH | ST | SAN FERNANDO |
| 2518001012 | 417.64 | 1803 | 4TH | ST | SAN FERNANDO |
| 2518001015 | 417.64 | 1815 | 4TH | ST | SAN FERNANDO |
| 2518001016 | 417.64 | 1819 | 4TH | ST | SAN FERNANDO |
| 2520004016 | 456.04 | 1940 | 4TH | ST | SAN FERNANDO |
| 2520004036 | 160.89 | 2002 | 4TH | ST | SAN FERNANDO |
| 2518023001 | 190.87 | 1513 | 5TH | ST | SAN FERNANDO |
| 2517022021 | 250.83 | 2010 | 5TH | ST | SAN FERNANDO |
| 2516027008 | 800.28 | 1112 | 7TH | ST | SAN FERNANDO |
| 2516023008 | 385.75 | 1317 | 7TH | ST | SAN FERNANDO |
| 2516023003 | 418.42 | 1421 | 7TH | ST | SAN FERNANDO |
| 2517009024 | 207.64 | 2002 | 7TH | ST | SAN FERNANDO |
| 2517007019 | 417.64 | 2007 | 7TH | ST | SAN FERNANDO |
| 2517007020 | 30.20 | 2013 | 7TH | ST | SAN FERNANDO |
| 2517009005 | 251.32 | 2030 | 7TH | ST | SAN FERNANDO |
| 2513031016 | 417.64 | 1005 | 8TH | ST | SAN FERNANDO |
| 2516019002 | 130.80 | 1218 | 8TH | ST | SAN FERNANDO |
| 2516017007 | 45.27 | 1526 | 8TH | ST | SAN FERNANDO |
| 2513018051 | 340.77 | 1531 | 8TH | ST | SAN FERNANDO |
| 2513002022 | 30.20 | 2017 | 8TH | ST | SAN FERNANDO |
| 2513002021 | 251.84 | 2023 | 8TH | ST | SAN FERNANDO |
| 2517001008 | 45.27 | 2042 | 8TH | ST | SAN FERNANDO |
| 2517001007 | 417.64 | 2048 | 8TH | ST | SAN FERNANDO |
| 2513031021 | 196.20 | 819 | 8TH | ST | SAN FERNANDO |
| 2520024006 | 417.64 | 128 | ALEXANDER | ST | SAN FERNANDO |

SOLID WASTE UNPAID ACCOUNTS - ANNUAL REPORT
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| | | | | | |
|---|---|---|---|---|---|
| 2520020015 | 417.64 | 233 | ALEXANDER | ST | SAN FERNANDO |
| 2518006022 | 417.64 | 439 | ALEXANDER | ST | SAN FERNANDO |
| 2518007010 | 35.20 | 442 | ALEXANDER | ST | SAN FERNANDO |
| 2518010014 | 417.64 | 536 | ALEXANDER | ST | SAN FERNANDO |
| 2518027003 | 250.83 | 611 | ALEXANDER | ST | SAN FERNANDO |
| 2518027003 | 332.64 | 613 | ALEXANDER | ST | SAN FERNANDO |
| 2518027006 | 381.79 | 627 | ALEXANDER | ST | SAN FERNANDO |
| 2518028011 | 220.85 | 646 | ALEXANDER | ST | SAN FERNANDO |
| 2518026004 | 100.60 | 717 | ALEXANDER | ST | SAN FERNANDO |
| 2518029005 | 426.63 | 726 | ALEXANDER | ST | SAN FERNANDO |
| 2516032024 | 297.64 | 844 | ALEXANDER | ST | SAN FERNANDO |
| 2516032025 | 266.10 | 848 | ALEXANDER | ST | SAN FERNANDO |
| 2515027001 | 418.63 | 1006 | BRAND | BLVD | SAN FERNANDO |
| 2515027004 | 217.64 | 1028 | BRAND | BLVD | SAN FERNANDO |
| 2515027005 | 417.64 | 1034 | BRAND | BLVD | SAN FERNANDO |
| 2515029019 | 417.64 | 1115 | BRAND | BLVD | SAN FERNANDO |
| 0 | 71.15 | 513 | BRAND | BLVD | SAN FERNANDO |
| 2522012006 | 65.40 | 557 | BRAND | BLVD | SAN FERNANDO |
| 2522011002 | 37.60 | 611 | BRAND | BLVD | SAN FERNANDO |
| 2613006025 | 386.25 | 707 | BRAND | BLVD | SAN FERNANDO |
| 2515013022 | 417.64 | 713 | BRAND | BLVD | SAN FERNANDO |
| 2515014023 | 39.71 | 751 | BRAND | BLVD | SAN FERNANDO |
| 2515011013 | 30.20 | 760 | BRAND | BLVD | SAN FERNANDO |
| 2613004025 | 115.83 | 774 | BRAND | BLVD | SAN FERNANDO |
| 2515015018 | 161.39 | 801 | BRAND | BLVD | SAN FERNANDO |
| 2515020006 | 417.64 | 812 | BRAND | BLVD | SAN FERNANDO |
| 2515020005 | 58.24 | 860 | BRAND | BLVD | SAN FERNANDO |
| 2515018018 | 322.64 | 901 | BRAND | BLVD | SAN FERNANDO |
| 2515018019 | 38.79 | 907 | BRAND | BLVD | SAN FERNANDO |
| 2521015009 | 291.83 | 1326 | CELIS | ST | SAN FERNANDO |
| 2521004034 | 350.28 | 1416 | CELIS | ST | SAN FERNANDO |
| 2521003027 | 417.64 | 1417 1/2 | CELIS | | SAN FERNANDO |
| 2522012024 | 101.34 | 509 | CHATSWORTH | DR | SAN FERNANDO |
| 2522012022 | 81.42 | 519 | CHATSWORTH | DR | SAN FERNANDO |

SOLID WASTE UNPAID ACCOUNTS - ANNUAL REPORT
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| | | | | | |
|---|---|---|---|---|---|
| 2522025019 | 510.57 | 652 | CHATSWORTH | DR | SAN FERNANDO |
| 2517008015 | 417.64 | 1958 | CHIVERS | ST | SAN FERNANDO |
| 2517005020 | 320.79 | 2023 | CHIVERS | ST | SAN FERNANDO |
| 2521029003 | 30.20 | 1112 | CORONEL | ST | SAN FERNANDO |
| 2521021019 | 150.77 | 1233 | CORONEL | ST | SAN FERNANDO |
| 2521021033 | 1182.92 | 1241 | CORONEL | | SAN FERNANDO |
| 2521021032 | 1948.86 | 1247 | CORONEL | ST | SAN FERNANDO |
| 2521014024 | 417.64 | 1303 | CORONEL | ST | SAN FERNANDO |
| 2521013006 | 317.64 | 1332 | CORONEL | ST | SAN FERNANDO |
| 2521014017 | 417.64 | 1333 | CORONEL | ST | SAN FERNANDO |
| 2612011010 | 417.64 | 1550 | CORONEL | ST | SAN FERNANDO |
| 2612012001 | 317.64 | 1602 | CORONEL | ST | SAN FERNANDO |
| 2612012005 | 417.64 | 1624 | CORONEL | ST | SAN FERNANDO |
| 2522021034 | 65.40 | 714 | CORONEL | ST | SAN FERNANDO |
| 2515001002 | 217.64 | 906 | DE FOE | ST | SAN FERNANDO |
| 2515013020 | 417.64 | 921 | DE GARMO | ST | SAN FERNANDO |
| 2515013010 | 167.64 | 1018 | DE HAVEN | ST | SAN FERNANDO |
| 2515014019 | 145.65 | 921 | DE HAVEN | ST | SAN FERNANDO |
| 2517013019 | 250.83 | 2020 | DONNAGLEN | AVE | SAN FERNANDO |
| 2517022062 | 30.20 | 440 | FAYECROFT | ST | SAN FERNANDO |
| 2517013049 | 417.64 | 821 | FAYECROFT | ST | SAN FERNANDO |
| 2517013048 | 150.83 | 829 | FAYECROFT | ST | SAN FERNANDO |
| 2516012008 | 417.64 | 1001 | FERMOORE | ST | SAN FERNANDO |
| 2516013002 | 40.20 | 1010 | FERMOORE | ST | SAN FERNANDO |
| 2516012004 | 202.64 | 1031 | FERMOORE | ST | SAN FERNANDO |
| 2516015013 | 117.64 | 1601 | FERMOORE | DR | SAN FERNANDO |
| 2518014007 | 31.64 | 520 | FERMOORE | ST | SAN FERNANDO |
| 2518015007 | 40.20 | 539 | FERMOORE | ST | SAN FERNANDO |
| 2516002021 | 65.35 | 829 | FERMOORE | ST | SAN FERNANDO |
| 2522027003 | 417.64 | 605 | FOX | ST | SAN FERNANDO |
| 2516032012 | 45.27 | 1207 | GLENOAKS | BLVD | SAN FERNANDO |
| 1516003014 | 417.64 | 1617 | GLENOAKS | BLVD | SAN FERNANDO |
| 2516001015 | 65.40 | 1815 | GLENOAKS | BLVD | SAN FERNANDO |
| 2515011001 | 145.56 | 704 | GLENOAKS | BLVD | SAN FERNANDO |

SOLID WASTE UNPAID ACCOUNTS - ANNUAL REPORT
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| | | | | | |
|---|---|---|---|---|---|
| 2515014003 | 417.64 | 916 | GLENOAKS | BLVD | SAN FERNANDO |
| 2522010003 | 40.20 | 1012 | GRIFFITH | ST | SAN FERNANDO |
| 2521025015 | 250.83 | 1235 | GRIFFITH | ST | SAN FERNANDO |
| 2521010017 | 417.64 | 1335 | GRIFFITH | ST | SAN FERNANDO |
| 2521038011 | 250.81 | 1426 | GRIFFITH | ST | SAN FERNANDO |
| 2522027018 | 417.64 | 623 | GRIFFITH | ST | SAN FERNANDO |
| 2519013009 | 461.75 | 513 | GRISWOLD | AVE | SAN FERNANDO |
| 2515005023 | 417.64 | 612 | GRISWOLD | AVE | SAN FERNANDO |
| 2515005014 | 481.66 | 650 | GRISWOLD | AVE | SAN FERNANDO |
| 2515005017 | 267.64 | 662 | GRISWOLD | AVE | SAN FERNANDO |
| 2515005018 | 800.28 | 666 | GRISWOLD | AVE | SAN FERNANDO |
| 2515005020 | 417.64 | 680 | GRISWOLD | AVE | SAN FERNANDO |
| 2515021030 | 221.35 | 815 | GRISWOLD | AVE | SAN FERNANDO |
| 2515021024 | 526.40 | 843 | GRISWOLD | AVE | SAN FERNANDO |
| 2518008010 | 800.28 | 412 | HAGAR | ST | SAN FERNANDO |
| 2518028007 | 233.83 | 643 | HAGAR | ST | SAN FERNANDO |
| 2513018046 | 417.64 | 1201 | HARDING | AVE | SAN FERNANDO |
| 2520014016 | 280.81 | 203 | HARDING | AVE | SAN FERNANDO |
| 2518005007 | 240.75 | 422 | HARDING | AVE | SAN FERNANDO |
| 2518012018 | 417.64 | 512 | HARDING | AVE | SAN FERNANDO |
| 2518023013 | 115.33 | 703 | HARDING | AVE | SAN FERNANDO |
| 2518025025 | 504.65 | 766 | HARDING | AVE | SAN FERNANDO |
| 2516028018 | 65.40 | 904 | HARDING | AVE | SAN FERNANDO |
| 2516028015 | 35.20 | 916 | HARDING | AVE | SAN FERNANDO |
| 2520016014 | 824.92 | 231 | HARPS | ST | SAN FERNANDO |
| 2520015012 | 1182.92 | 315 | HARPS | ST | SAN FERNANDO |
| 2518011019 | 417.64 | 502 | HARPS | ST | SAN FERNANDO |
| 2518012009 | 35.20 | 551 | HARPS | ST | SAN FERNANDO |
| 2518027017 | 417.64 | 632 | HARPS | ST | SAN FERNANDO |
| 2521028019 | 605.08 | 1121 | HEWITT | ST | SAN FERNANDO |
| 2521027008 | 417.64 | 1142 | HEWITT | ST | SAN FERNANDO |
| 2521023017 | 81.80 | 1227 | HEWITT | ST | SAN FERNANDO |
| 2521012027 | 220.85 | 1343 | HEWITT | ST | SAN FERNANDO |
| 2521012012 | 417.64 | 1349 | HEWITT | ST | SAN FERNANDO |

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| | | | | | |
|---|---|---|---|---|---|
| 2522028004 | 141.37 | 616 | HEWITT | ST | SAN FERNANDO |
| 2522028006 | 30.20 | 626 | HEWITT | ST | SAN FERNANDO |
| 2522023004 | 319.25 | 716 | HEWITT | ST | SAN FERNANDO |
| 2521028005 | 315.79 | 1118 | HOLLISTER | ST | SAN FERNANDO |
| 2521028008 | 417.64 | 1130 | HOLLISTER | ST | SAN FERNANDO |
| 2521022011 | 115.70 | 1247 | HOLLISTER | ST | SAN FERNANDO |
| 2521013018 | 40.20 | 1313 | HOLLISTER | ST | SAN FERNANDO |
| 2521013013 | 115.64 | 1339 | HOLLISTER | ST | SAN FERNANDO |
| 2521006021 | 100.51 | 1425 | HOLLISTER | ST | SAN FERNANDO |
| 2522030015 | 180.80 | 623 | HOLLISTER | ST | SAN FERNANDO |
| 2522029006 | 311.08 | 626 | HOLLISTER | ST | SAN FERNANDO |
| 2522029010 | 544.12 | 646 | HOLLISTER | ST | SAN FERNANDO |
| 2522021028 | 417.64 | 735 | HOLLISTER | ST | SAN FERNANDO |
| 2517013025 | 418.13 | 14008 | HUBBARD | ST | SYLMAR |
| 2517013004 | 417.64 | 14020 | HUBBARD | ST | SYLMAR |
| 2520003032 | 318.14 | 332 | HUBBARD | AVE | SAN FERNANDO |
| 2516010021 | 30.80 | 1081 | HUNTINGTON | ST | SAN FERNANDO |
| 2520007014 | 391.94 | 121 | HUNTINGTON | ST | SAN FERNANDO |
| 2520006016 | 417.64 | 209 | HUNTINGTON | ST | SAN FERNANDO |
| 2520012012 | 417.64 | 220 | HUNTINGTON | ST | SAN FERNANDO |
| 2520006021 | 115.70 | 309 | HUNTINGTON | ST | SAN FERNANDO |
| 2518002023 | 417.64 | 448 | HUNTINGTON | ST | SAN FERNANDO |
| 2518001002 | 280.81 | 453 | HUNTINGTON | ST | SAN FERNANDO |
| 2518015015 | 310.79 | 532 | HUNTINGTON | ST | SAN FERNANDO |
| 2518017015 | 35.60 | 615 | HUNTINGTON | ST | SAN FERNANDO |
| 2521038009 | 413.56 | 664 | HUNTINGTON | ST | SAN FERNANDO |
| 2518021006 | 70.80 | 760 | HUNTINGTON | ST | SAN FERNANDO |
| 2612014018 | 40.27 | 556 | JACKMAN | AVE | SYLMAR |
| 2612014006 | 161.39 | 656 | JACKMAN | AVE | SYLMAR |
| 2612021010 | 30.20 | 703 | JACKMAN | AVE | SYLMAR |
| 2612017010 | 144.29 | 726 | JACKMAN | AVE | SYLMAR |
| 2519020013 | 40.20 | 218 | JESSIE | ST | SAN FERNANDO |
| 2613010031 | 417.64 | 717 | KALISHER | ST | SAN FERNANDO |
| 2522009001 | 390.75 | 1000 | KEWEN | ST | SAN FERNANDO |

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| | | | | | |
|---|---|---|---|---|---|
| 2522008023 | 100.60 | 1009 | KEWEN | ST | SAN FERNANDO |
| 2522009003 | 358.13 | 1012 | KEWEN | ST | SAN FERNANDO |
| 2521027015 | 417.64 | 1125 | KEWEN | ST | SAN FERNANDO |
| 2521027012 | 395.75 | 1137 | KEWEN | ST | SAN FERNANDO |
| 2521010004 | 417.64 | 1316 | KEWEN | ST | SAN FERNANDO |
| 2521011019 | 800.28 | 1317 | KEWEN | | SAN FERNANDO |
| 2521010008 | 40.64 | 1336 | KEWEN | ST | SAN FERNANDO |
| 2521010009 | 417.64 | 1338 | KEWEN | ST | SAN FERNANDO |
| 2521011014 | 116.20 | 1339 | KEWEN | ST | SAN FERNANDO |
| 2521008001 | 190.64 | 1401 | KEWEN | ST | SAN FERNANDO |
| 2521008003 | 30.20 | 1411.5 | KEWEN | ST | SAN FERNANDO |
| 2522028019 | 417.64 | 607 | KEWEN | ST | SAN FERNANDO |
| 2516020009 | 130.80 | 1300 | KNOX | ST | SAN FERNANDO |
| 2517004007 | 417.64 | 1914 | KNOX | ST | SAN FERNANDO |
| 2517002031 | 221.34 | 1915 | KNOX | ST | SAN FERNANDO |
| 2517002029 | 30.20 | 1927 | KNOX | ST | SAN FERNANDO |
| 2517003010 | 544.12 | 2032 | KNOX | ST | SAN FERNANDO |
| 2612024005 | 395.75 | 712 | LASHBURN | ST | SYLMAR |
| 2612024004 | 418.14 | 720 | LASHBURN | ST | SYLMAR |
| 2520004033 | 417.64 | 222 | LAZARD | ST | SAN FERNANDO |
| 2517026003 | 417.64 | 415 | LAZARD | ST | SAN FERNANDO |
| 2517026004 | 190.47 | 421 | LAZARD | ST | SAN FERNANDO |
| 2517028016 | 368.78 | 424 | LAZARD | ST | SAN FERNANDO |
| 2517025007 | 387.64 | 531 | LAZARD | ST | SAN FERNANDO |
| 2517018020 | 40.20 | 635 | LAZARD | ST | SAN FERNANDO |
| 2517018014 | 170.81 | 703 | LAZARD | ST | SAN FERNANDO |
| 2517019005 | 110.77 | 743 | LAZARD | ST | SAN FERNANDO |
| 2517012026 | 340.28 | 1915 | LUCAS | ST | SAN FERNANDO |
| 2517011015 | 65.40 | 2029 | LUCAS | ST | SAN FERNANDO |
| 2517013038 | 35.20 | 2036 | LUCAS | ST | SAN FERNANDO |
| 2515015012 | 236.49 | 922 | LUCAS | ST | SAN FERNANDO |
| 2519005004 | 417.64 | 204 | MACLAY | AVE | SAN FERNANDO |
| 2518008017 | 220.84 | 433 | MACLAY | AVE | SAN FERNANDO |
| 2519010019 | 214.74 | 514 | MACLAY | AVE | SAN FERNANDO |

SOLID WASTE UNPAID ACCOUNTS - ANNUAL REPORT
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| | | | | | |
|---|---|---|---|---|---|
| 2521026022 | 417.64 | 603 | MACLAY | AVE | SAN FERNANDO |
| 2521026001 | 60.81 | 607 | MACLAY | AVE | SAN FERNANDO |
| 2521026020 | 417.64 | 617 | MACLAY | AVE | SAN FERNANDO |
| 2518031006 | 417.64 | 627 | MACLAY | AVE | SAN FERNANDO |
| 2518031006 | 417.64 | 627.5 | MACLAY | AVE | SAN FERNANDO |
| 2515029002 | 417.64 | 1064 | MACNEIL | ST | SAN FERNANDO |
| 2515030006 | 131.79 | 1123 | MACNEIL | ST | SAN FERNANDO |
| 2519006015 | 67.39 | 331 | MACNEIL | ST | SAN FERNANDO |
| 2519008019 | 35.20 | 422 | MACNEIL | ST | SAN FERNANDO |
| 2515018017 | 67.64 | 900 | MACNEIL | ST | SAN FERNANDO |
| 2515018016 | 332.46 | 904 | MACNEIL | ST | SAN FERNANDO |
| 2515018010 | 367.64 | 930 | MACNEIL | ST | SAN FERNANDO |
| 2522010016 | 417.64 | 1021 | MOTT | ST | SAN FERNANDO |
| 2613006053 | 418.14 | 1024 | MOTT | ST | SAN FERNANDO |
| 2522010015 | 157.27 | 1027 | MOTT | ST | SAN FERNANDO |
| 2613007006 | 131.27 | 1224 | MOTT | ST | SAN FERNANDO |
| 2613010035 | 434.08 | 1312 | MOTT | ST | SAN FERNANDO |
| 2613001027 | 30.20 | 622 | MOTT | ST | SAN FERNANDO |
| 2522025017 | 220.84 | 719 | MOTT | ST | SAN FERNANDO |
| 2516022010 | 246.77 | 1211 | MOUNTAIN VIEW | ST | SAN FERNANDO |
| 2515026026 | 280.81 | 1026 | NEWTON | ST | SAN FERNANDO |
| 2515026025 | 417.64 | 1028 | NEWTON | ST | SAN FERNANDO |
| 2515027014 | 220.81 | 1029 | NEWTON | ST | SAN FERNANDO |
| 2515025004 | 186.54 | 1151 | NEWTON | ST | SAN FERNANDO |
| 2519012009 | 417.64 | 503 | NEWTON | ST | SAN FERNANDO |
| 2515004021 | 390.75 | 672 | NEWTON | ST | SAN FERNANDO |
| 2515021009 | 417.64 | 832 | NEWTON | ST | SAN FERNANDO |
| 2515020020 | 42.05 | 857 | NEWTON | ST | SAN FERNANDO |
| 2515022007 | 517.90 | 906 | NEWTON | ST | SAN FERNANDO |
| 2613005034 | 30.20 | 1022 | OMELVENY | AVE | SAN FERNANDO |
| 2613006041 | 186.35 | 1025 | OMELVENY | AVE | SAN FERNANDO |
| 2516016045 | 101.10 | 1154 | ORANGE GROVE | AVE | SAN FERNANDO |
| 2520005011 | 322.31 | 203 | ORANGE GROVE | AVE | SAN FERNANDO |
| 2520006012 | 487.72 | 214 | ORANGE GROVE | AVE | SAN FERNANDO |

SOLID WASTE UNPAID ACCOUNTS - ANNUAL REPORT
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| | | | | | |
|---|---|---|---|---|---|
| 2520006010 | 417.64 | 226 | ORANGE GROVE | AVE | SAN FERNANDO |
| 2517028005 | 86.49 | 425 | ORANGE GROVE | AVE | SAN FERNANDO |
| 2517027007 | 200.83 | 529 | ORANGE GROVE | AVE | SAN FERNANDO |
| 2517021013 | 418.42 | 603 | ORANGE GROVE | AVE | SAN FERNANDO |
| 2518017003 | 50.27 | 620 | ORANGE GROVE | AVE | SAN FERNANDO |
| 2517021001 | 111.43 | 717 | ORANGE GROVE | AVE | SAN FERNANDO |
| 2517012002 | 345.77 | 919 | ORANGE GROVE | AVE | SAN FERNANDO |
| 2515019006 | 417.64 | 925 | ORANGE GROVE | AVE | SAN FERNANDO |
| 2516022030 | 246.24 | 1312 | PHILLIPPI | ST | SAN FERNANDO |
| 2517006009 | 200.79 | 1924 | PHILLIPPI | ST | SAN FERNANDO |
| 2517006012 | 65.40 | 1938 | PHILLIPPI | ST | SAN FERNANDO |
| 2517004022 | 101.09 | 1961 | PHILLIPPI | ST | SAN FERNANDO |
| 2517006018 | 217.64 | 1968 | PHILLIPPI | ST | SAN FERNANDO |
| 2517003018 | 417.64 | 2007 | PHILLIPPI | ST | SAN FERNANDO |
| 2517005014 | 266.34 | 2010 | PHILLIPPI | ST | SAN FERNANDO |
| 2521030316 | 417.64 | 1120 | PICO | ST | SAN FERNANDO |
| 2521015027 | 85.75 | 1329 | PICO | ST | SAN FERNANDO |
| 2521014028 | 417.64 | 1332 | PICO | ST | SAN FERNANDO |
| 2612010007 | 110.87 | 1534 | PICO | ST | SAN FERNANDO |
| 2612007002 | 417.64 | 1551 | PICO | ST | SAN FERNANDO |
| 2612009007 | 241.37 | 1634 | PICO | ST | SAN FERNANDO |
| 2612009008 | 67.64 | 1640 | PICO | ST | SAN FERNANDO |
| 2522020017 | 59.85 | 708 | PICO | ST | SAN FERNANDO |
| 2522020018 | 417.64 | 714 | PICO | ST | SAN FERNANDO |
| 2613012051 | 171.66 | 809 | SAN FERNANDO MISSION | BLVD | SAN FERNANDO |
| 2516027032 | 417.64 | 1125 | WARREN | ST | SAN FERNANDO |
| 2516029011 | 217.64 | 1132 | WARREN | ST | SAN FERNANDO |
| 2516026030 | 417.64 | 1305 | WARREN | ST | SAN FERNANDO |
| 2516028014 | 357.64 | 1416 | WARREN | ST | SAN FERNANDO |
| 2516009012 | 230.75 | 1627 | WARREN | ST | SAN FERNANDO |
| 2516008014 | 251.32 | 1729 | WARREN | ST | SAN FERNANDO |
| 2516008012 | 35.20 | 1813 | WARREN | ST | SAN FERNANDO |
| 2517012010 | 417.64 | 1940 | WARREN | ST | SAN FERNANDO |
| 2517009017 | 345.77 | 2033 | WARREN | ST | SAN FERNANDO |

SOLID WASTE UNPAID ACCOUNTS - ANNUAL REPORT
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| | | | | | |
|---|---|---|---|---|---|
| 2522022012 | 275.81 | 507 1/2 | WOLFSKILL | | SAN FERNANDO |
| 2613007030 | 131.30 | 1235 | WOODWORTH | ST | SAN FERNANDO |
| 2612028001 | 320.79 | 1401 | WOODWORTH | ST | SAN FERNANDO |
| 2613001039 | 30.80 | 619 | WOODWORTH | ST | SAN FERNANDO |
| 2516013013 | 220.85 | 1011 | WORKMAN | ST | SAN FERNANDO |
| 2520013019 | 116.20 | 221 | WORKMAN | ST | SAN FERNANDO |
| 2518004021 | 775.28 | 434 | WORKMAN | ST | SAN FERNANDO |
| 2518003003 | 63.63 | 447 | WORKMAN | ST | SAN FERNANDO |
| 2618003014 | 418.38 | 457 | WORKMAN | ST | SAN FERNANDO |
| 2518020012 | 160.89 | 637 | WORKMAN | ST | SAN FERNANDO |
| 2515028025 | 133.91 | 642 | WORKMAN | ST | SAN FERNANDO |
| 2518023015 | 310.26 | 656 | WORKMAN | ST | SAN FERNANDO |
| | | | | | |

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THE CITY OF SAN FERNANDO

# AGENDA REPORT

**To:** Mayor Robert C. Gonzales and Councilmembers

**From:** Brian Saeki, City Manager
By: Chris Marcarello, Deputy City Manager/Public Works Director

**Date:** July 18, 2016

**Subject:** Consideration of the Fiscal Year (FY) 2016-2017 Landscaping & Lighting Assessment District Public Hearing and Confirmation of Assessment

**RECOMMENDATION:**

It is recommended that the City Council:

a. Conduct a Public Hearing by following the attached Order of Procedure (Attachment "A");

b. Adopt Resolution No. 7750 (Attachment "B") ordering the continued maintenance of the City's streetlights and confirming the annual assessment; and

c. Adopt Resolution No. 7751 (Attachment "C") approving the Final Engineer's Report for the FY 2016-2017 Landscaping and Lighting Assessment District (LLAD).

**BACKGROUND:**

1. On March 7, 2016, the City Council adopted Resolution No. 7728 to initiate the annual District levy proceedings and order the preparation of the Engineer's Report for the FY 2016-2017. Assessments under the LLAD are to be used for street lighting purposes only.

2. On June 6, 2016, the City Council adopted Resolution No. 7736 approving the Engineer's Report for the FY 2016-2017 LLAD.

3. On June 6, 2016, the City Council adopted Resolution No. 7737 declaring the City Council's intention to order the annual assessments for FY 2016-2017 LLAD and setting a Public Hearing date for July 18, 2016.

**ANALYSIS:**

Staff has prepared the formal "Order of Procedure" for the Public Hearing. At the conclusion of the Public Hearing, the City Council may adopt the attached Resolutions ordering the continued maintenance of certain streetlights and confirming the annual assessments.

If adopted, Resolution No. 7750 (confirming the assessments) authorizes staff to proceed with further review for accuracy including a final review of the parcel exception list, which is a compilation of all the parcel numbering and name changes occurring between last year and this year. Resolution No. 7750 also authorizes staff to instruct the engineering consultant to send the final electronic file and hardcopy database with all the appropriate information to the County Assessor's Office. This must be done by August 31, 2016, so that the assessment can be included in the upcoming property tax bills.

The legally required 10-day notification for the Public Hearing has been published in The San Fernando Valley Sun and proof of publication is on file in the office of the City Engineer. Once the City Council adopts Resolution No. 7750 confirming the assessments, staff may proceed with finalizing the FY 2016-2017 LLAD.

**BUDGET IMPACT:**

Per the Engineer's Report, the total LLAD operations and maintenance costs for FY 2016-2017 are estimated at $400,756. The proposed LLAD levy is estimated to be $331,378 and represents the maximum assessment rates as approved by property owners in 2003.

The $69,378 balance of the costs represents the City's share of benefits received from the lighting system. Staff has included this cost in the FY 2016-2017 proposed budget and said cost will be funded by the General Fund.

**CONCLUSION:**

The Engineer's Report prepared by Willdan Financial Services for FY 2016-2017 is acceptable to City staff, and it is therefore recommended that the City Council adopt the Resolution ordering the continued maintenance of the City's streetlights and confirming the annual assessment.

The Engineer's Report and Summary Listings (parcel number, address, and assessment amounts) are on file with the City Engineer for public review. The projected revenues and expenditures are also summarized in the Engineer's Report and the appropriate budget amounts have been incorporated into the preliminary FY 2016-2017 budget.

**ATTACHMENTS:**

A. Public Hearing Order of Procedure
B. Resolution No. 7750
C. Resolution No. 7751

**ATTACHMENT "A"**

**CITY OF SAN FERNANDO**
**LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT**
**DATE OF PUBLIC HEARING – JULY 18, 2016**

**ORDER OF PROCEDURE**

| | |
|---|---|
| CITY CLERK | Announce that this is the time and place for the hearing of protests, objections or comments to the levy of assessments for Fiscal Year 2016-2017 for the City of San Fernando Landscaping and Lighting Assessment District. |
| CITY CLERK | Announce that notice of this Hearing has been given pursuant to the provisions of the "Landscaping and Lighting Act of 1972," being Part 2 of Division 15 of the Streets and Highways Code of the State of California, and that the "Affidavit of Publication" is on file in the City Clerk's office. |
| MAYOR AND COUNCIL | Motion to receive and file the affidavit. |
| ENGINEER | Presentation of Engineer's Report and explanation as to method of assessment for the annual levy. |
| CITY CLERK | Announce the number of written protests received, if any, then announce that copies have been delivered to each member of the City Council,<br>OR<br>Summarize the contents thereof. |
| MAYOR | First ask to hear from those who have filed a written protest.<br><br>Next ask to hear from those who wish to speak against the proceedings.<br><br>Then ask to hear from anyone who wishes to speak in favor of the proceedings. |

OPPORTUNITY FOR REBUTTAL.

| | |
|---|---|
| MAYOR AND COUNCIL | Discussion. |
| MAYOR AND COUNCIL | Declare the Public Hearing CLOSED. |
| MAYOR AND COUNCIL | By Motion, rule on all protests. |
| MAYOR AND COUNCIL | Adopt the RESOLUTION ORDERING ASSESSMENTS. |

**ATTACHMENT "B"**

# RESOLUTION NO. 7750

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, ORDERING THE CONTINUED MAINTENANCE OF CERTAIN STREETLIGHTS IN THE CITY OF SAN FERNANDO LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT AND CONFIRMING AN ANNUAL ASSESSMENT FOR FISCAL YEAR 2016-2017**

**WHEREAS,** this City Council has previously ordered the formation of a district pursuant to the terms and provisions of the "Landscaping and Lighting Act of 1972," being Part 2 of Division 15 of the Streets and Highways Code of the State of California known and designated as the CITY OF SAN FERNANDO LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT (hereinafter referred to as the "District"); and

**WHEREAS,** this City Council has initiated proceedings to levy an annual assessment within the District for the 2016-2017 Fiscal Year and ordered the preparation of an Engineer's Report in connection therewith, and the City Engineer has prepared and filed with the City Clerk an Engineer's Report adopted as Resolution No. 7736 pursuant to law for its consideration. Subsequently thereto this City Council did approve said report and adopt its Resolution of Intention to Levy and Collect Assessments within the City of San Fernando Landscaping and Lighting Assessment District and to carry on all other proceedings necessary for the levy of annual assessment for the District, and further, did proceed to give notice of the time and place for a Public Hearing on the question of the levy of the proposed assessment; and

**WHEREAS,** at this time this City Council has heard all testimony and evidence and is desirous of proceeding with the levy of annual assessments for said District.

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

**Section 1:** That the above recitals are all true and correct.

**Section 2:** That based upon its review of the Engineer's Report and other reports and information, the City Council hereby finds and determines that the land within the District will be benefited by the improvement described in the Report and that the net amount to be assessed upon the land within the District for Fiscal Year 2016-2017, in accordance with the Report, is apportioned by formula and method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements.

**Section 3:** That this City Council hereby orders the maintenance work be performed as set forth in the Engineer's Report and hereby orders the levy of an annual assessment for Fiscal Year 2016-2017 as shown, set forth, and described in the Report.

**Section 4:** That the diagram and assessment as set forth and contained in said Report are hereby confirmed and adopted by this City Council.

**Section 5:** That the adoption of this Resolution constitutes the levy of the assessment for the Fiscal Year commencing July 1, 2016 and ending June 30, 2017.

**Section 6:** That the Cost Estimates, the Diagram of the District, the assessments, and all other matters as set forth in the Engineer's Report pursuant to said "Landscaping and Lighting Act of 1972," as submitted, are hereby approved and adopted by the City Council and hereby confirmed.

**Section 7:** That the works of improvement and maintenance contemplated by the Resolution of Intention shall be performed pursuant to law, and the County Auditor shall enter on the County Assessment Roll the amount of the assessment, and said assessment shall then be collected.

After collection by said County, the net amount of the assessment shall be paid to the City Treasurer of the City.

**Section 8:** That the City Treasurer has established a special fund known as the "CITY OF SAN FERNANDO LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT FUND" into which the City Treasurer shall place all monies collected by the Tax Collector pursuant to the provisions of this Resolution and law, and said transfer shall be made and accomplished as soon as said monies have been made available to said City Treasurer.

**Section 9:** That the City Clerk is hereby ordered and directed to file a certified copy of the diagram and assessment roll with the County Auditor, together with a certified copy of this Resolution upon its adoption.

**Section 10:** That a certified copy of the assessment and diagram shall be filed in the Office of the City Engineer, with a duplicate copy on file in the Office of the City Clerk and open for public inspection.

**PASSED, APPROVED, AND ADOPTED** this 18th day of July, 2016.

_____
Robert C. Gonzales, Mayor

**ATTEST:**

_____
Elena G. Chávez, City Clerk

**STATE OF CALIFORNIA )**
**COUNTY OF LOS ANGELES ) ss**
**CITY OF SAN FERNANDO )**

**I HEREBY CERTIFY** that the foregoing Resolution was approved and adopted at a regular meeting of the City Council on the 18th day of July, 2016 by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

_____
Elena G. Chávez, City Clerk

**ATTACHMENT "C"**

# RESOLUTION NO. 7751

## A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, APPROVING THE FINAL ENGINEER'S REPORT FOR FISCAL YEAR 2016-2017

**WHEREAS,** The City Council, pursuant to the provisions of *Part 2 of Division 15 of the California Streets and Highways Code*, did by previous Resolution order the Engineer, Willdan, to prepare and file a report in accordance with *Article 4 of Chapter 1 of Part 2 of Division 15 of the California Streets and Highways Code, commencing with Section 22565,* in connection with the levy and collection of assessments for the San Fernando Landscaping and Lighting Assessment District (hereafter referred to as the District) for the Fiscal Year commencing July 1, 2016 and ending June 30, 2017; and,

**WHEREAS,** The Engineer has prepared and filed with the City Clerk of the City of San Fernando and the City Clerk has presented to the City Council such report entitled "Engineer's Annual Levy Report, San Fernando Landscaping and Lighting Assessment District, Fiscal Year 2016-2017" (hereafter referred to as the Report); and,

**WHEREAS,** The City Council has carefully examined and reviewed the Report as presented, and is satisfied with each and all of the items and documents as set forth therein, and finds that the levy has been spread in accordance with the special benefits received from the improvements, operation, maintenance and services to be performed, as set forth in said Report.

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

**Section 1:** The above recitals are all true and correct.

**Section 2:** The Report as presented, consists of the following:

a) A Description of the District and Improvements.

b) The Annual Budget (Costs and Expenses of Services, Operations and Maintenance)

c) A Description of the Method of Apportionment resulting in an Assessment Rate per Levy Unit within said District for Fiscal Year 2016-2017.

**Section 3:** The Report as presented, is hereby approved (as amended), and is ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection.

**Section 4:** The City Clerk shall certify to the passage and adoption of this Resolution and the minutes of this meeting shall so reflect the presentation and final approval of the Report.

**PASSED, APPROVED, AND ADOPTED** this 18th day of July, 2016.

_____
Robert C. Gonzales, Mayor

**ATTEST:**

_____
Elena G. Chávez, City Clerk

**STATE OF CALIFORNIA )**
**COUNTY OF LOS ANGELES ) ss**
**CITY OF SAN FERNANDO )**

**I HEREBY CERTIFY** that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 18th day of July, 2016 by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

_____
Elena G. Chávez, City Clerk

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THE CITY OF SAN FERNANDO

# AGENDA REPORT

**To:** Mayor Robert C. Gonzales and Councilmembers

**From:** Vice Mayor Joel Fajardo

**Date:** July 18, 2016

**Subject:** Appointment to the Transportation and Safety Commission

**RECOMMENDATION:**

I recommend that David Bernal be appointed as my representative to the Transportation and Safety Commission.

**BUDGET IMPACT:**

None

**ATTACHMENT:**

A. Commission Application

# APPLICATION TO SERVE ON A CITY COMMISSION

Recommended by City Councilmember: Joel Fajardo

*This is a public document.*

To assist the City Council in evaluating each applicant in the selection of Commission Members, please provide as complete of a response as possible to all questions.

**Name:** David Bernal **Phone Number:** [redacted]

**Residence Address:** 702 4th St (Street) San Fernando (City) Ca (State) 91340 (Zip Code)

**Mailing Address:** (if different than above) _____ (Street / P.O.Box) (City) (State) (Zip Code)

**Email:** [redacted]

*business or personal to be used for commission activity*

**Employer:** AT&T **Position:** Cable Splicer

**Business Address:** 20350 Plummer St Chatsworth, Ca 91311 (Street) (City) (State) (Zip Code)

**Business Phone:** 8184646774

**Are you a registered voter of the City of San Fernando? Yes** X **No** ____

**Do you own property in the City? Yes** X **No** ____ **If yes, please list the address(es) :**

702 4th St

**Do you own or operate a business in San Fernando? Yes** ____ **No** X

**If yes, please state the name and nature of the business:**

## Member Commitment

**I am willing to fulfill all requirements of a City Commissioner, including but not limited to:**

- As Planning and Preservation Commissioner, I am willing to file financial disclosure statements (Form 700), a public record, as required by the State and the City's Conflict of Interest Code.
- I understand that absence from three consecutive regular meetings shall be deemed to constitute my retirement.
- I am willing to attend/complete the required two hours of State mandated AB1234 Ethics Training every two years.

*Please also attach and submit a brief bio statement to this application.*

**I agree to all requirements mentioned above and have provided all correct and truthful information in this application.**

David Bernal — **Applicant's Signature**

06/29/2016 — **Date**

## Commission Application Choice(s)

### Please indicate which Commission you are interested in:

___ **Education Commission** (Must be at least 18 years old and a registered voter of the City)

What is your understanding of the duties as a member of the Education Commission?

___ **Parks, Wellness, and Recreation Commission** (Must be at least 18 years old and a registered voter of the City)

What is your understanding of the duties as a member of the Parks, Wellness, and Recreation Commission?

___ **Planning and Preservation Commission** (Must be at least 18 years old and a registered voter of the City)

What is your understanding of the duties as a member of the Planning and Preservation Commission?

x **Transportation and Safety Commission** (Must be at least 18 years old and a registered voter of the City)

What is your understanding of the duties as a member of the Transportation and Safety Commission?

To work with City Staff on issues pertaining to transportation and safety in the City of San Fernando and to provide insight and direction to City Council on those issues as well.

*Please attach and submit a brief bio statement to this application.*

**DAVID BERNAL**

My name is David Bernal. I am a married father of one son and a homeowner here in the City of San Fernando. I have been a resident of San Fernando since I married my wife, Christina in July of 1994, while I was serving in The US Marine Corps.

We purchased our home at 702 4th St in August of 1999. In the process of looking for a home, we looked at a lot of different areas of the San Fernando Valley, including, Granada Hills, Northridge, and Studio City.

We decided on San Fernando because of the small town feel of the city. I feel as if everyone knows everyone here. It's a very friendly place to live. There are a number of small businesses here, which my wife and I can appreciate. It's very different from living in the other cities in LA County. Police response times are immensely faster here than other areas in the San Fernando Valley and I've always felt that there is a REAL sense of community here that you do not get in other areas. Mostly because of the low turnover we have in San Fernando. People move here and see the same charm as I did 17 years ago when I bought my house and decided that we do not want to leave.

My vision of San Fernando going forward is to make it a "destination" city with diverse restaurants, shopping, movie theaters and art galleries while maintaining its small-town feel and look. I believe we are very close to making San Fernando a family-friendly city that is rich in culture and history that people will want to visit over and over again. I want to thank the city staff for allowing me the opportunity to serve the city that I call home.

I was also afforded the opportunity to serve as a Planning and Preservation Commissioner from October 2015 to February 2016. During that time, we as the Planning and Preservation Commission were tasked with giving city staff direction on the TOD proposal from Sargent Town Planning.

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THE CITY OF SAN FERNANDO

# AGENDA REPORT

**To:** Mayor Robert C. Gonzales and Councilmembers

**From:** Brian Saeki, City Manager
By: Ismael Aguila, Recreation and Community Services Director

**Date:** July 18, 2016

**Subject:** Consideration to Approve Non-Exclusive License Agreement with the Fernandeño Tataviam Band of Mission Indians for Cultural Enrichment Programs

**RECOMMENDATION:**

It is recommended that the City Council consider the following:

a. Authorize the City Manager to execute Non-Exclusive License Agreement (Attachment “A” – Contract No. 1832) with the Fernandeño Tataviam Band of Mission Indians for Cultural Enrichment Programs;

b. Adopt Resolution No. 7755 (Attachment "B") to increase expenditures of Fiscal Year (FY) 2016-2017 Fund 017 budget by $1,500 to fund staffing costs for Indigenous Day in October of 2016.

**BACKGROUND:**

1. On July 6, 2010, the City Council authorized for the City Administrator to execute a Memorandum of Understanding (MOU) with Fernandeño Tataviam Band of Mission Indians (Tribe) for Cultural Enrichment Programs at Rudy Ortega Park Sr. Park.

2. In August 2015, the five-year agreement expired. City staff met with the Tribe to discuss future programming to include into the agreement, including the celebration of the Indigenous Day.

3. On October 5, 2015, the City Council adopted Resolution No. 7703 declaring its support of Indigenous Day on the second Monday of October.

**Consideration to Approve Non-Exclusive License Agreement with the Fernandeño Tataviam Band of Mission Indians for Cultural Enrichment Programs**


**ANALYSIS:**

The original MOA was a result of cooperative discussions between the City of San Fernando and Fernandeño Tataviam Band of Mission Indians. The MOU allowed for the expansion of community programs/activities without impacting City staff. The Fernandeño Tataviam Band of Mission Indians were to provide a variety of community building activities while actively working to preserve its history and customs to impart this knowledge to coming generations and the general public. In order to implement these activities, the MOU granted the Tribe access to Rudy Orterga Sr. Park to:

- Conduct cultural enrichment programs that will be open to the general public.
- Conduct Tribe-sponsored events.
- Assist the City in maintenance of native and traditional plants found in the park.
- Establish a Traditional Plants Garden within the park.
- Pay all costs and expenses related to signage changes within the park to reflect the park's change in name from Heritage Park to Rudy Ortega Sr. Park.

Since 2010, the Tribe has provided both community and private (tribal) events of cultural enrichment to the park. In the initial two years, the Tribe provided music classes for both tribal and San Fernando residents and their children. The program was a great success, with 30 children each year registered for the program that was also supported by City of Los Angeles Department of Cultural Affairs and United American Indian Involvement.

In 2013, the Tribe partnered with National Indian Council of Aging (NICOA) to provide seniors with employment opportunities. The Tribe hired several senior citizens seeking employment throughout its locations. Among the newly hired seniors was a maintenance crew, which was established for the continued care of Rudy Ortega Sr. Park. Through the federal program, each employed senior work an average of 20 hours a week, providing the City's staff with support and enhanced care for the Park.

In addition, the Tribe provided its maintenance crew with its own equipment and tools, and, more importantly, appropriate OSHA training. Throughout the entire existence of the MOU, the Tribe has financially support Rudy Ortega Sr. Park in the amount of over $135,000 ($7,960 direct costs), which covered the park maintenance, park signs, tools, community clean-ups, uniforms, and gear.

The proposed Non-exclusive License Agreement will contain two modifications, which include:

- Increase duration of agreement to 10 years. This will allow for more funding opportunities for the Tribe to secure for capital improvements at Las Palmas Park.
- Allow fee waiver to include Recreation Park for celebration of Indigenous Day.

Indigenous Day 2016

In October 2015, City staff began meeting with the Tribe to discuss potential collaboration in a celebration Indigenous Day in October of 2016. In these meetings, it was determined that Rudy Ortega Sr. Park did not have the appropriate logistics and resources for hosting such an event, thus the event is being planned to be held at Recreation Park on October 15, 2016. This fiesta-style event, located on the village site of Pasékngа (San Fernando), will host traditional storytelling, music and dance, eclectic foods, family-oriented services, Native art workshops and interactive stations. The goal is to promote the diversity of Indigenous peoples through interactive and creative learning processes.

Since the event will require additional assistance from the City, the Tribe is requesting a fee waiver of $1,500 for the involvement of City staff on the day of the event to provide logistical and technical assistance.

**BUDGET IMPACT:**

Since 2010, the partnership with the Tribe has provided residents of the City access to cultural art programming and maintenance assistance at Rudy Ortega Sr. Park with no additional costs to the City. Approval of the Agreement will ensure that these resources continue to benefit the community. Should the City Council decide to waive the staffing fees, the City will forego approximately $1,500 in facility rental fees in FY 2016-2017.

**CONCLUSION:**

It is recommended that the City Council consider the following:

c. Authorize the City Manager to execute Non-Exclusive License Agreement (Attachment “A” – Contract No. 1832) with the Fernandeño Tataviam Band of Mission Indians for Cultural Enrichment Programs;

d. Adopt Resolution No. 7755 (Attachment "B") to increase expenditures of FY 2016-2017 Fund 017 budget by $1,500.

**ATTACHMENTS:**

A. Contract No. 1832
B. Resolution No. 7755

**ATTACHMENT "A"**
**CONTRACT NO. 1832**

2016
NON-EXCLUSIVE LICENSE AGREEMENT
(Parties: City of San Fernando and Fernandeno Tataviam Band of Misssion Indians)
(Facility: Rudy J. Orterga Senior Park)

THIS 2016 NON-EXCLUSIVE LICENSE AGREEMENT ("Agreement") is made and entered into this _____ day of _____ 2016 ("Effective Date') by and between the CITY OF SAN FERNANDO, a municipal corporation ("CITY") and the FERNANDENO TATAVIAM BAND OF MISSION INDIANS, a state acknowledged Indian tribe and California mutual benefit corporation ("LICENSEE" or "TATAVIAM"). For purposes of this, Agreement the capitalized term "Parties" shall be a collective reference to both CITY and LICENSEE. The capitalized term "Party" may refer to either CITY or LICENSEE interchangeably.

RECITALS

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

WHEREAS, City is the owner of certain real property located at 2025 Fourth Street, San Fernando, CA 91340, more commonly known as Rudy Ortega Sr. Park (the "Park") and formerly known as Heritage Park;

WHEREAS, Tataviam is an historic Native American tribe of northern Los Angeles County that includes more than 266 enrolled members, the majority of whom live within the Tataviam's traditional homelands of the San Fernando Valley and Santa Clarita Valley;

WHEREAS, LICENSEE is a Native American entity, which is aboriginal to the lands described in Exhibit A and whose people have comprised a distinct community from historical times to the present;

WHEREAS, the government of Tataviam has exercised political authority over the Tataviam people from historical times to the present;

WHEREAS, for many years, Tataviam has taken an active role in environmental protection, and has registered sacred sites with the National Register of Historic Places in order to prevent destruction of culturally significant sites;

WHEREAS, the Native American Heritage Commission acknowledges Tataviam as an organized Native American tribe, and includes Tataviam on its Tribal Consultation list compiled pursuant to California Government Code Section 65352.3; and

WHEREAS, the City of San Fernando has passed a resolution (No. 7703) declaring its support of Indigenous Day on the second Monday of October; and

WHEREAS, Tataviam has taken an active role in a variety of community building activities, including cultural programming at the Park, and actively works to preserve its history and customs to impart this knowledge to coming generations and the general public.

WHEREAS, City strives to provide public facilities, services, and community activities that enrich the culture of its community; and

WHEREAS, Tataviam desires to develop and present certain cultural enrichment programs open to the general public ("Public Programs") as part of City's ongoing offering of community activities at the Park, and to incorporate aspects of traditional Tataviam culture within the Park.

WHEREAS, Tataviam represents to City that, based upon its experience, its ability to exert influence over tribal members to support the Park and to mobilize tribal members to serve as coordinators and volunteers, and the fact that the Park is located within the aboriginal territory of the Tataviam people, Tataviam is an appropriate entity to provide such Public Programs at the Park.

WHEREAS, this Agreement is intended to confer upon LICENSEE a license for the use of Park by LICENSEE and to set forth the reciprocal duties and obligations of the Parties and the terms, conditions and restrictions governing LICENSEE's use of the Park; and

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

AGREEMENT

**SECTION 1. GRANT OF LICENSE AND TERMS OF USE**

A. Grant of License to Use Park

i. Grant of License. Subject to the terms and conditions set forth under this Agreement, CITY hereby grants to LICENSEE a non-exclusive license to access and use the Park for the limited purposes set forth in Exhibit "B" which is attached and incorporated hereto by this reference. The forgoing notwithstanding, the Parties acknowledge, understand and agree that the use of Park as authorized under this Agreement shall be subordinate to the Parks general use as a public park.

ii. Term. This Agreement shall have a term of Ten (10) years, commencing from the Effective Date ("Term"). City in its sole and absolute discretion may authorize an extension term of one (1) additional year commencing upon the expiration of the initial Term. The foregoing notwithstanding, nothing in this subsection shall operate to prohibit or otherwise restrict CITY's right to terminate this Agreement at an earlier date as provided under this Agreement.

iii. General Terms of Use.

a. Hours of Operation. LICENSEE shall be authorized to access and use the Park _____ through _____ of each week between the hours of _____ and _____.

b. Limitations of Use. LICENSEE may not use the Park for any other use other than those set forth in Exhibit "B". LICENSEE shall not permit unauthorized persons onto the Park and shall not allow any persons other than CITY personnel and LICENSEE's personnel and program participants to enter Park during any hours in which the Park is not otherwise open to the general public. LICENSEE shall not restrict CITY's authorized personnel from accessing the Park at any time.

c. Maintenance of Park. After each days use of the Park, LICENSEE will collect all equipment and materials belong to LICENSEE and leave those portions of the Park it uses in a neat, clean and orderly condition.

d. Consideration for Use of Park by LICENSEE. In consideration for CITY's grant of a license to LICENSEE to use the Park, LICENSEE shall pay to CITY a monthly fee of _____ (hereinafter, the "License Fee").

**SECTION 2. INDEMNIFICATION**

LICENSEE shall indemnify, defend with counsel approved by CITY, and hold harmless CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with (i) LICENSEE's use of the Park; and (ii) LICENSEE's performance or non-performance of any of its duties and obligations under this Agreement or LICENSEE's failure to comply with any of its obligations under the same. The foregoing duty to indemnify, defend and hold harmless shall not embrace liability, losses, damages, expenses, costs which is caused by the sole negligence or willful misconduct of CITY. Should conflict of interest principles preclude a single lawyer from representing both CITY and LICENSEE, or should CITY otherwise find LICENSEE'S legal counsel unacceptable, then LICENSEE shall reimburse the CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The LICENSEE shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

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**SECTION 3. INSURANCE.**

A. LICENSEE shall procure and maintain the following insurance coverage, at its own expense, for the duration for this Agreement or any extended period set forth herein:

i. Workers' Compensation Insurance Employer's Liability Insurance. LICENSEE shall procure and maintain Workers' Compensation Insurance affording coverage at least as broad as that required by the State of California with Employer's Liability Insurance with minimum limits of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury or disease. The Workers' Compensation insurer shall also agree to waive all rights of subrogation against CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy. Workers' Compensation insurance shall also provide or be endorsed to provide; there will be no cancellation, suspension, reduction or voiding of coverage without thirty (30) calendar days prior written notice by certified mail, return receipt requested, to CITY. If any reduction of coverage occurs, LICENSEE shall furnish CITY with information regarding such reduction at LICENSEE's earliest possible opportunity and in no case later than five (5) calendar days after LICENSEE is notified of the change in coverage. Any failure to comply with reporting or other provisions of the policy, including breaches of warrants, shall not affect the coverage provided to CITY and CITY 's elected or appointed officials, officers, employees, agents or volunteers.

B. All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Section, all required insurance shall be procured from insurers, who according to the latest edition of the Best's Insurance Guide have an A.M. Best's rating of no less than A;VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no Insurance Employer's Liability Insurance, CITY may authorize less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation lower ratings than those set forth in this Section.

C. With respect to all varieties of insurance required under this Section, all deductibles and self-insured retentions shall be declared to and approved by CITY. CITY, at its option and in its sole and absolute discretion may require that: (i) the insurer reduce or eliminate such deductibles or self-insured retentions as respects CITY and CITY's elected or appointed officials, officers, employees, agents and volunteers; or (ii) LICENSEE shall provide a

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financial guarantee satisfactory to CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. If any of the required insurance coverages contain aggregate limits, or apply to other operations of LICENSEE not related to this Agreement, LICENSEE shall give CITY prompt, written notice of any incident, occurrence, claim settlement or judgment against such insurance which may diminish the protection such insurance affords LICENSEE, CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers. LICENSEE shall also immediately restore such aggregate limits or shall provide other insurance protection for such aggregate limits. CITY may, at its option, specify a minimum acceptable aggregate for each line of coverage required. LICENSEE shall not make any substantial reductions in scope of coverage which may affect CITY's protection without CITY's prior written consent.

E. All varieties of insurance required under this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to CITY and CITY's elected or appointed officials, officers, employees, agents or volunteers.

F. All polices of insurance provided by LICENSEE shall be primary to any coverage available to CITY or CITY 's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of LICENSEE's insurance and shall not contribute with it.

G. No policy of insurance or endorsement thereto that is procured by LICENSEE pursuant to this Section shall allow (either expressly or by the omission of any express prohibition) any insurance carrier to seek subrogation from CITY or CITY 's elected or appointed officials, officers, employees, agents or volunteers for any sums paid by the insurance carrier on behalf of LICENSEE or LICENSEE 's subcontractors or subconsultants or on behalf of CITY or CITY 's elected or appointed officials, officers, employees, agents or volunteers. All policies of insurance required under this Section shall contain provisions waiving or shall be endorsed to waive any subrogation rights or other like rights of recovery by the insurance carrier against CITY or CITY 's elected or appointed officials, officers, employees, agents and volunteers for any sums paid on behalf LICENSEE or LICENSEE 's contractors, subcontractors or subconsultants or on behalf of CITY or CITY 's elected or appointed officials, officers, employees, agents or volunteers by the insurance carrier. The CITY Representatives may waive this requirement as to CGL Coverage but only upon LICENSEE's delivery to CITY of endorsements demonstrating that CITY and CITY's

elected or appointed officials, officers, employees, agents and volunteers have been named as additional insureds under the CGL Coverage.

H. LICENSEE acknowledges, understands and agrees that CITY's ability to verify the procurement and maintenance of the insurance required under this Section is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY of San Fernando. Accordingly, LICENSEE warrants, represents and agrees that its shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Section on forms satisfactory to CITY in its sole and absolute discretion. The certificates of insurance and endorsements for each insurance policy shall he signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested. All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to LICENSEE's commencement of any work or any of the Services. LICENSEE shall also provide CITY with certified copies of all required insurance policies as a condition precedent to the commencement of any work or any of the Services. CITY shall not, and shall be under no obligation to, issue a Notice to Proceed until LICENSEE fully complies with this Section. The requirements of this Section cannot be waived and any attempted waiver shall be void, invalid and non-binding upon CITY.

I. All polices of insurance required by this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except upon thirty (30) calendar days' prior written notice to CITY. LICENSEE agrees to require all its insurers to modify the certificates of insurance to delete any exculpatory wording stating that the failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

J. In addition to any other remedies CITY may have under this Agreement or at law or in equity, if LICENSEE fails to comply with any of the requirements set forth in this Section, CITY may, but shall not be obligated to: (i) immediately suspend LICENSEE's permission to engage in any of the uses or activities authorized under this Agreement; or (ii) terminate this Agreement. CITY 's exercise of any of the foregoing remedies, shall be in addition to any other remedies CITY may have and is not the exclusive remedy for LICENSEE 's to failure to comply with the insurance requirements set forth under this Section.

K. LICENSEE shall include all persons and entities performing work on its behalf as insureds (including all contractors, subcontractors and subconsultants) or, in the alternative, shall furnish separate certificates of insurance and endorsements for each such persons or entities evidencing their independent procurement of insurance. All coverages for such persons or entities shall be identical to the requirements imposed upon LICENSEE under this Section.

L. LICENSEE's procurement of insurance shall not be construed as a limitation of LICENSEE's liability or as full performance of LICENSEE's indemnification duties set forth under this Agreement.

**SECTION 4. TERMINATION FOR CONVENIENCE AND FOR CAUSE.**

A. Termination for Convenience. The Term of this Agreement notwithstanding, either Party may terminate this Agreement for convenience and without cause or penalty upon fifteen (15) days' prior written notice from the terminating Party to the non-terminating Party.

B. Termination for Cause.

i. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify:

a. the nature of the Event of Default;

b. the action required to cure the Event of Default;

c. the date by which the Event of Default shall be cured, which date shall not be later than the period allowed by applicable cure period set forth under subsection 4.B.ii, below.

The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

ii. LICENSEE shall cure the following types of Events of Defaults within the following time periods:

a. Within twelve (12) hours of CITY's issuance of a Default Notice for any failure of LICENSEE to routinely clean the Park after use in the manner contemplated under this Agreement;

b. Within twenty-four (24) hours of CITY's issuance of a Default Notice for any failure of LICENSEE to timely pay any monetary sums owed to CITY at the time specified in this Agreement or by law. Except as provided under this preceding sentence, CITY shall be under no obligation to entertain any request by LICENSEE for additional time to pay any monetary sums owed to CITY

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c. Within fifteen (15) days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the cure periods prescribed under this subsection, LICENSEE may submit a written request for additional time to cure the Event of Default upon a showing that LICENSEE has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this subsection that exceeds fifteen (15) calendar days from the end of the initial applicable cure period.

The foregoing notwithstanding, LICENSEE's failure to allow authorized CITY personnel with access to the Park shall constitute an immediate Event of Default and must be cured immediately upon verbal or written notice to LICENSEE by such CITY personnel. The failure to provide such immediate access upon verbal or written demand of the CITY shall constitute a breach of this Agreement.

iii. CITY shall have thirty (30) days from the date LICENSEE issues a Default Notice to cure any Event of Default, unless the Event of Default cannot reasonably be cured within the 30-day cure period. CITY shall be granted an additional thirty (30) calendar days to cure any Event of Default upon CITY's written request for such an extension of time and CITY's demonstration that it has commenced the cure of the Event of Default. Alternatively, CITY may at any time during the initial 30-day cure period submit a written objection to the Default Notice along with any written declarations or other evidence which disprove or rebut the assertions in the Default Notice. In the event CITY and LICENSEE are unable to agree as to whether or not an Event of Default on the part of CITY has occurred or whether CITY's proposed cure will adequately cure the Event of Default, LICENSEE shall either waive the Even of Default in writing or issue a written notice declaring the CITY to be in breach of the Agreement. LICENSEE shall have no authority to issue a breach notice to CITY prior to the earlier of the following: (a) the expiration of CITY's initial 30-day cure period or any additional 30-day cure period invoked by CITY; or (b) CITY's issuance of a written objection to the Default Notice. In the event CITY is in breach of this Agreement, LICENSEE's sole remedy shall be the termination this Agreement.

iv. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

C. Additional Rights and Remedies. The rights and remedies available to CITY hereunder shall be in addition to and not a limitation of any rights and remedies available to CITY at law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach by LICENSEE, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

i. Terminate this Agreement and revoke the license conferred herein for cause. Under such circumstance CITY may immediately order LICENSEE,

LICENSEE's personnel and program participants to vacate the Park, the Facility and/or the Property; or

ii. CITY may agree to some mutually acceptable alternative resolution of the breach with LICENSEE, provided such resolution is memorialized in writing; or

iii. CITY may proceed by appropriate court action to: (a) enforce the terms of the Agreement; (b) obtain enforcement of the provisions of this Agreement; (c) obtain declaratory relief; and/or (d) seek recovery for any damages or other losses suffered by CITY as a result of LICENSEE's breach of this Agreement; or

iv. The CITY may exercise such other rights or remedies as may be available to it at law or in equity.

D. Suspension of License. Concurrent with, or as an alternative to, CITY's initiation of the Default Notice process or the issuance of a notice of intent to terminate this Agreement, CITY may also suspend LICENSEE's permission to access and use the Park for a period of one (1) or more days for any Event of Default. The term of this Agreement shall not be tolled during any suspension period. Nothing in this subsection shall operate to prohibit or otherwise restrict the ability of CITY to commence proceedings for the termination of this Agreement and the license conferred hereunder during any suspension period or concurrent with the initiation of suspension proceedings.

**SECTION 5. MISCELLANEOUS.**

A. Notices. Except as otherwise specifically set forth and allowed under this Agreement, all notices herein required to be given or which may be given by either Party to the other shall be deemed to have been fully given when served personally on CITY or LICENSEE, or when made in writing and deposited in the United States Mail, certified mail, return receipt requested, postage prepaid and addressed as follows:

**TO CITY:**
City of San Fernando
Recreation and Community Services
San Fernando, CA 91340
Attn: Ismael Aguila
Phone: 818-898-
1290Email:iaguila@sfcity.org

**TO LICENSEE:**
Fernandeno Tataviam Band of Mission Indians
1019 2nd Street
San Fernando, CA 91340
Attn: Rudy Ortega, Jr.
Tribal Administrator

Either Party may change its address for notice by notifying the other Party in the manner provided in this Paragraph.

B. This Agreement shall be construed by, and in accordance with, the laws of the State of California.

C. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and the masculine gender shall include the feminine and neuter genders.

D. This instrument contains all of the agreements and conditions entered into and made by and between the Parties and may not be modified orally, or in any manner, other than by an agreement in writing signed by all the Parties hereto or their respective successors-in interest.

E. Time is, and shall be, of the essence for each term and provision of this Agreement.

F. Each and every term, condition, covenant and provision of this Agreement is and shall be deemed to be a material part of the consideration for CITY's entry into this Agreement and any breach hereof by LICENSEE shall be deemed to be a material breach. Each term and provision of this Agreement performable by LICENSEE shall be construed to be both a covenant and a condition.

G. The headings of the several paragraphs and sections of this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of any provisions of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

H. In the event any covenant, condition or provision herein contained is held to be invalid by a court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained, provided the invalidity of any such covenant, condition or provision does not materially prejudice either CITY or LICENSEE in its respective rights and obligations contained in the valid covenants, conditions and provisions of this Agreement.

I. All exhibits and addenda referred to herein, and any exhibits or schedules which may from time to time be referred to in any duly executed amendment hereto, are by such reference incorporated herein and shall be deemed a part of this Agreement as if set forth fully herein.

J. This Agreement shall be interpreted and construed only by the contents hereof, and there shall be no presumption or standard of construction in favor of or against either Party.

K. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**[SIGNATURE PAGE TO FOLLOW]**

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**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the EXECUTION DATE.

**CITY OF SAN FERNANDO**

By: _____

Title: _____

Date: _____

**FERNANDENO TATAVIAM BAND OF MISSION INDIANS**

By: _____

Title: _____

Date: _____

**APPROVED AS TO FORM**

By: _____

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EXHIBIT “A”

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**EXHIBIT A**

**TATAVIAM ABORIGINAL LANDS**

**EXHIBIT B**
**AUTHORIZED USES**

As set forth under Section 1(A)(i) of the Agreement to which this Exhibit "B" is attached, the Licnesee, Tataviam, is authorized to use Rudy Ortega Park and Recreation Park for only the following activities and subject to the following conditions and restrictions:

**I. Rudy Ortega Park**

**A. Public Programs and Tataviam-Sponsored Events.**

Licensee shall be authorized to conduct approved cultural enrichment programs open to the general public at Rudy Ortega Park, and to incorporate aspects of Tataviam culture within Rudy Ortega Park. All programing shall be subject to the pre-approval of City, as well as the following requirements:

1. Beginning July 1, 2016, Licensee shall provide to the Director of Recreation and Community Services (the "Director"), for his or her approval, a calendar of proposed Public Programs and Tataviam-Sponsored Events ("proposed programming schedule") to be held in Rudy Ortega Park for the six (6) month period of July 1, 2016 through December 30, 2016, and provide a new proposed programming schedule for each subsequent six (6) month period within thirty (30) days prior to the start of the proposed programming schedule.

2. All proposed programming shall be consistent with the Rudy Ortega Park's public purposes and with public park policies and guidelines set forth in Chapter 54 of San Fernando's City Code. Within fifteen (15) calendar days of receiving Licensee's proposed programming schedule, the Director shall provide Licensee with notice of the approved programming schedule, any City proposed changes, and/or any scheduling conflicts with other schedule programming in Rudy Ortega Park.

3. While City shall give Licensee reasonable priority use of Rudy Ortega Park and/or its facilities for Public Programs and Tataviam-Sponsored Events, City retains first priority over use of Rudy Ortega Park and/or its facilities for City-sponsored or co-sponsored events.

4. Pursuant to San Fernando's City Code Section 54-17, Licensee must obtain prior City approval for any proposed Public Programs or Tataviam-Sponsored Events that are to occur outside of Rudy Ortega Park's normal hours of operation.

5. City reserves the right, as deemed necessary to protect the health, safety, and/or welfare of the community, to impose additional requirements on Public Programs and Tataviam-Sponsored Events in Rudy Ortega Park, including, but not limited to, insurance requirements and any other requirements identified in Chapter 54 of San Fernando City's Code.

6. Licensee shall not use City's name to suggest endorsement or sponsorship of Public Programs or Tataviam-Sponsored Events without prior approval of the City Administrator.

7. Licensee shall use Rudy Ortega Park and its facilities in accordance with Federal and State law, as well as all applicable local regulations.

8. Licensee and City shall conduct a walk-through of Rudy Ortega Park and its facilities immediately prior to the start of the any approved Public Program or Tataviam-Sponsored Event and once every twelve (12) months thereafter. During the walk-through, License and City shall complete a checklist, detailing the condition and contents of the Rudy Ortega Park and its facilities ("walk-through checklist"). At the end of each approved Public Program or Tataviam-Sponsored Event, Licensee shall return the Rudy Ortega Park and its facilities to the condition described in the walk-through checklist.

9. The Director, in his or her sole discretion, may require a certain number of security officers for a Public Program or Tataviam-Sponsored Event in Rudy Ortega Park. Licensee shall be responsible for procuring and paying for security officers.

**B. Park Access.**

1. City shall grant Licensee access to Rudy Ortega Park for purposes of conducting Public Programs and Tataviam-Sponsored Events, assisting City in maintenance, conducting volunteer cleanups, and/or other activities related to the preservation of Tataviam culture.

2. City shall give Licensee access to Rudy Ortega Park and its facilities during normal operating hours for activities related to approved Public Programs and Tataviam-Sponsored Events. City reserves the right to access the Rudy Ortega Park at any time and to set Rudy Ortega Park's hours of operation on a seasonal basis.

3. City shall provide Licensee with a key to Rudy Ortega Park facilities upon Licensee's request. Key requests shall be made no less than twenty-four (24) hours prior to approved Public Programs or Tataviam-Sponsored Events. Licensee shall return keys immediately following the authorized program or event. Licensee shall be responsible for any lost keys, and any costs that City might incur to replace and/or re-key Rudy Ortega Park facilities.

4. Licensee shall permit any City officer, employees, or agent to attend any Public Programs or Tataviam-Sponsored Events held in Rudy Ortega Park.

5. Licensee shall not admit a larger number of individuals than can lawfully, safely, and freely move about in Rudy Ortega Park and/or its facilities.

**C. Fees.**

1. City shall waive park rental fees, permit fees, and/or other deposits for use of Rudy Ortega Park and/or its facilities for approved Public Programs and Tataviam-Sponsored Events. Tataviam-Sponsored Events include the maintenance of the Traditional Plant Garden and Indigenous Day celebration.

2. Licensee shall be responsible for any and all other fees, monies, amenities, or other expenditures associated with Public Programs and Tataviam-Sponsored Events held in Rudy Ortega Park, including but limited to, staffing and equipment costs.

3. Should Licensee receive grant funding to conduct approved Public Programs or Tataviam-Sponsored Events in Rudy Ortega Park, including the maintenance of the Traditional Plant Garden and Indigenous Day celebration, Licensee shall pay the City five percent (5%) of such funds. Licensee shall notify City within five (5) business days of receiving grant funds for Public Programs or Tataviam-Sponsored Events in Rudy Ortega Park and shall pay City the required five (5%) within fifteen (15) days. Upon City's request, Licensee may be required to pay additional funds to offset operational costs for Rudy Ortega Park assumed by City beyond the initial five percent (5%) allocation.

**D. Native Plants and Traditional Plants Garden.**

Native plants, as identified in Exhibit C, are a significant cultural resource to Licensee, and many of these native plants are indigenous to the California landscape and grow within Rudy Ortega Park. To ensure the availability of these native plants for use in Public Programs and Tataviam-Sponsored Events, City and Tataviam shall foster the growth of Rudy Ortega Park's native plants and shall establish a Traditional Plants Garden within Rudy Ortega Park.

1. Licensee shall provide City with expertise on native plants and specific directions relating to the care and maintenance of traditional plants within Rudy Ortega Park's Traditional Plants Garden.

2. The City's prior written approval is required for the contents and design of the Traditional Plants Garden.

3. Licensee shall directly assist in maintenance of native and traditional plants within Rudy Ortega Park, and City shall ensure that Rudy Ortega Park's landscapers and maintenance crews are properly informed of and educated about the Rudy Ortega Park's native plants.

**II. Recreation Park**

**A. Public Programs and Tataviam-Sponsored Events on Indigenous Day.**

Licensee shall be authorized to conduct approved cultural enrichment programs open to the general public at Recreation Park in honor of Indigenous Day, on the second Monday

of October. All programing shall be subject to the pre-approval of City, as well as the following requirements:

1. Licensee shall provide to the Director, for his or her approval, a Recreation and Community Services Special Event Application, proposing the events to be held in Recreation Park in honor of Indigenous Day, no later than three (3) months prior to Indigenous Day, which is the second Monday in October.

2. All proposed programming for Indigenous Day shall be consistent with Recreation Park's public purposes and with public park policies and guidelines set forth in Chapter 54 of San Fernando's City Code. Within fifteen (15) calendar days of receiving Licensee's proposed Indigenous Day event schedule, the Director shall provide Licensee with notice of the approved event programming, any City proposed changes, and/or any scheduling conflicts.

**Commented [A1]:** Will Tataviam be given a response in 15 days? If not, take out.

3. While City shall give Licensee reasonable priority use of Recreation Park and/or its facilities for Public Programs and Tataviam-Sponsored Events on Indigenous Day, City retains first priority over use of Recreation Park and/or its facilities for City-sponsored or co-sponsored events.

4. Pursuant to San Fernando's City Code Section 54-17, Licensee must obtain prior City approval for any Indigenous Day activities that are to occur outside of Recreation Park's normal hours of operation.

5. City reserves the right, as deemed necessary to protect the health, safety, and/or welfare of the community, to impose additional requirements on Public Programs and Tataviam-Sponsored Events on Indigenous Day, including, but not limited to, insurance requirements and any other requirements identified in Chapter 54 of San Fernando City's Code.

6. Licensee shall not use City's name to suggest endorsement or sponsorship of Public Programs or Tataviam-Sponsored Events held at Recreation Park without prior approval of the City Administrator.

7. Licensee shall use Recreation Park and its facilities in accordance with Federal and State law, as well as all applicable local regulations.

8. Licensee and City shall conduct a walk-through of Recreation Park and its facilities immediately prior to the start of the any approved Public Program or Tataviam-Sponsored Event in celebration of Indigenous Day. During the walk-through, License and City shall complete a checklist, detailing the condition and contents of Recreation Park and its facilities ("walk-through checklist"). At the end of Indigenous Day, Licensee shall return Recreation Park and its facilities to the condition described in the walk-through checklist.

9. The Director, in his or her sole discretion, may require a certain number of security officers for any activities Licensee holds on Indigenous Day at Recreation Park. Licensee shall be responsible for procuring and paying for security officers.

**B. Park Use and Access.**

1. On the second Monday in October, City shall give Licensee access to Recreation Park in order to hold Public Programs and Tataviam-Sponsored Events in honor of Indigenous Day. Licensee's access and use of Recreation Park shall be limited to Indigenous Day, and Licensee shall not have access to Recreation Park on any other day of the year without prior City approval.

2. City shall give Licensee access to Recreation Park and its facilities during normal operating hours, on the second Monday of October only, for activities related to the celebration of Indigenous Day. City reserves the right to access Recreation Park at any time, including on Indigenous Day, and to set Recreation Park's hours of operation on a seasonal basis.

3. City shall provide Licensee with a key to Recreation Park facilities upon Licensee's request. Key requests shall be made no less than three (3) months prior to Indigenous Day, the second Monday in October. Licensee shall return keys immediately following the authorized Indigenous Day programing. Licensee shall be responsible for any lost keys, and any costs that City might incur to replace and/or re-key Recreation Park facilities.

4. Licensee shall permit any City officer, employees, or agent to attend any Public Programs or Tataviam-Sponsored Events being held in Recreation Park on Indigenous Day.

5. Licensee shall not admit a larger number of individuals than can lawfully, safely, and freely move about in Recreation Park and/or its facilities.

**B. Fees.**

1. City shall waive Recreation Park rental fees, permit fees, and/or other deposits for use of Recreation Park and/or its facilities for Public Programs and Tataviam-Sponsored Events on Indigenous Day.

2. Licensee shall be responsible for any and all other fees, monies, amenities, or other expenditures relating to its Indigenous Day activities in Recreation Park, including but limited to, staffing and equipment costs.

**EXHIBIT C**

**TRADTIONAL AND NATIVE PLANT LIST**

**TRADITIONAL PLANTS**:

| | Botanical Name | Common Name |
|---|---|---|
| **Trees** | | |
| | Acer macrophyllum | Bigleaf Maple |
| | Alnus rhombifolia | California Alder |
| | Fraxinus dipetala | Flowering Ash |
| | Fraxinus velutina | Arizona Ash |
| | Heteromeles arbutifolia | Toyon or California Holly |
| | Juglans californica | California Walnut |
| | Juniperus californica | California Juniper |
| | Platanus racemosa | California Sycamore |
| | Populus fremontii | Fremont Cottonwood |
| | Populus trichocarpa | Black Cottonwood |
| | Quercus agrifolia | Coast Live Oak |
| | Quercus lobata | Valley Oak |
| | Salix laevigata | Red Willow |
| | Sambucus mexicana | Mexican Elderberry |
| | Umbellularia californica | California Bay |
| **Shrubs** | | |
| | Adenostoma fasciculatum | Chamise |
| | Adenostoma sparsifolium | Red Shank |
| | Amorpha californica | False Indigo |
| | Arctostaphylos glandulosa | Eastwood Manzanita |
| | Arctostaphylos glauca | Big Berry Manzanita |
| | Artemisia californica | California Sagebrush |
| | Atriplex lentiformis ssp. breweri | Quail Bush |
| | Baccharis pilularis consanguinea | Coyote Brush |
| | Baccharis salicifolia | Mule Fat |
| | Brickellia californica | Brickel Bush |
| | Ceanothus crassifolius | Hoary-leaf Ceanothus |
| | Ceanothus cuneatus | Buckbrush |
| | Ceanothus leucodermis | Whitebark Ceanothus |
| | Ceanothus megacarpus | |
| | Ceanothus oliganthus | Hairy-leaf Ceanothus |
| | Ceanothus spinosus | Greenbark Ceanothus |
| | Cercocarpus betuloides | Mountain Mahogany |
| | Comarostaphylis diversifolia ssp. planifolia | Summer Holly |
| | Cornus glabrata | Smooth Dogwood |
| | Dendromecon rigida | Bush Poppy |
| | Diplacus (=Mimulus) longiflorus | Southern Bush Monkey Flower |

| | | |
|---|---|---|
| | Eriodictyon crassifolium | Yerba Santa |
| | Eriogonum cinereum | Ashyleaf Buckwheat |
| | Eriogonum fasciculatum | California Buckwheat |
| | Eriogonum parvifolium | Seacliff Buckwheat |
| | Garrya veatchii | Silktassel Bush |
| | Haplopappus squarosus | Common Hazardia, Goldenbush |
| | Holodiscus discolor var. franciscana | Cream Bush |
| | Isomeris arborea | Bladder-Pod |
| | Lonicera hispidula | California Honeysuckle |
| | Lonicera subspicata ssp. Johnstonii | Wild Honeysuckle |
| | Mahonia pinnata | Barberry |
| | Malacothamnus fasciculatus | Bush Mallow |
| | Malosma laurina | Laurel Sumac |
| | Myrica californica | Wax Myrtle |
| | Opuntia littoralis | Coastal Prickly Pear |
| | Pickeringia Montana | Chaparral Pea |
| | Prunus ilicifolia | Holly-leaf Cherry |
| | Rhus integrifolia | Lemonade Berry |
| | Rhus ovata | Sugar Bush |
| | Rhus trilobata | Squaw Bush |
| | Ribes aureum | Golden Currant |
| | Ribes californicum | Hillside Currant |
| | Ribes malvaceum | Chaparral Current |
| | Ribes speciosum | Fuchsia-flowering Gooseberry |
| | Rosa californica | Wild Rose |
| | Salix lasiolepis | Arroyo Willow |
| | Salvia apiana | White Sage |
| | Salvia leucophylla | Purple Sage |
| | Salvia mellifera | Black Sage |
| | Symphoricarpus mollis | Snowberry |
| **Perennials** | | |
| | Abronia umbellate | Sand Verbena |
| | Achillea millefolium | Yarrow |
| | Anemopsis californica | Yerba Mansa |
| | Antirrhinum multiflorum | Many Flowered Snapdragon |
| | Asclepias eriocarpa | Indian Milkweed |
| | Asclepias fascicularis | Narrow-Leaf Milkweed |
| | Astragalus trichopodus | Locoweed |
| | Camissonia cheiranthifolia | Dune Primrose |
| | Castilleja affinis | Indian Paintbrush |
| | Coreopsis gigantea | Tree Coreopsis |
| | Croton californicus | California Croton |
| | Delphinium cardinale | Scarlet Larkspur |

| | | |
|---|---|---|
| | Delphinium parryi | Blue Larkspur |
| | Delphinium patens | Blue Larkspur |
| | Dicentra ochroleuca | Silver Ear Drops |
| | Dodecatheon clevelandii | Shooting Star |
| | Dudleya cymosa | Lax Dudleya |
| | Dudleya lanceolata | Lance Live Forever |
| | Dudleya pulverulenta | Chalk Dudleya |
| | Encelia californica | California Bush Sunflower |
| | Eriogonum crocatum | Conejo Buckwheat |
| | Eriogonum elongatum | Wand Buckwheat |
| | Eriogonum wrightii var. membranaceum | Spreading Buckwheat |
| | Eriophyllum confertiflorum | Golden Yarrow |
| | Eschscholzia californica | California Poppy |
| | Gnaphalium bicolor | Two-tone Everlasting |
| | Gnaphalium californicum | California Everlasting |
| | Grindelia robusta | Gum Plant |
| | Haplopappus venetus | Coastal Isocoma |
| | Helianthus gracilentus | Dwart Sunflower |
| | Keckiella (=Penstemon) cordifolia | Climbing Penstemon |
| | Lepechinia fragrans | White Pitcher Sage |
| | Leptodactylon californicum | Prickly Phlox |
| | Lithophragma affine | Woodland Star |
| | Lotus scoparius | Deer Weed |
| | Lupinus longiflorus | Bush Lupine |
| | Mimulus cardinalis | Scarlet Monkey Flower |
| | Mimulus guttatus | Yellow Monkey Flower |
| | Mirabilis californica | Wild Four O'Clock |
| | Oenothera hookeri | Evening Primrose |
| | Paeonia californica | California Peony |
| | Penstemon centranthifolius | Scarlet Bugler |
| | Penstemon heterophyllus | Foothill Penstemon |
| | Penstemon spectabilis | Royal Penstemon |
| | Potentilla glandulosa | Sticky Cinquefoil |
| | Salvia spathacea | Hummingbird Sage |
| | Satureja douglasii | Yerba Buena |
| | Saxifraga californica | California Saxifrage |
| | Scrophularia californica | California Figwort |
| | Scutellaria tuberose | Skull Cap |
| | Sidalcea malvaeflora | Common Checkerbloom |
| | Silene laciniata | Indian Pink |
| | Sisyrinchium bellum | Blue-Eyed Grass |
| | Solanum xanti | Purple Nightshade |
| | Stachys bullata | Hedge Nettle |
| | Stanleya pinnata | Prince's Plume |

| | | |
|---|---|---|
| | Thalictrum polycarpum | Meadow Rue |
| | Trichostema lanatum | Woolly Blue Curls |
| | Venegasia carpesioides | Canyon Sunflower |
| | Viola pedunculata | Johnny Jump Up |
| | Yucca whipplei | Our Lord's Candle |
| | Zauschneria californica | California Fuchsia |
| | Zauschneria (+Epilobium) cana | Narrow Leaf California Fuchsia |
| **Annuals** | | |
| | Calandrinia ciliate menziesii | Red Maids |
| | Clarkia bottae | |
| | Clarkia unguiculata | Elegant Clarkia |
| | Collinsia heterophylla | Chinese Houses |
| | Erysimum capitatum | Douglas Wallflower |
| | Eschscholzia caespitosa | Collarless Poppy |
| | Eschscholzia californica | California Poppy |
| | Gilia capitata | Globe Gilia |
| | Lasthenia chrysostoma | Gold Fields |
| | Layia platyglossa campestris | Tidy Tips |
| | Lupinus succulentus | Succulent Lupine |
| | Nemophila menziesii | Baby Blue Eyes |
| | Nicotiana bigelovii | Indian Tobacco |
| | Orthocarpus densiflorus | Owls Clover |
| | Orthocarpus purpurascens | Owl's Clover |
| | Phacelia minor | Wild Canterbury Bells |
| | Phacelia parryi | Parry's Phacelia |
| | Platystemon californicum | Cream Cups |
| | Salvia columbariae | Chia |
| **Bulbs** | | |
| | Bloomeria crocea | Golden Stars |
| | Brodiaea (Dichelostemma) pulchella | Blue Dicks |
| | Calochortus albus | White Globe Lily |
| | Calochortus catalinae | Catalina Mariposa Lily |
| | Calochortus clavatus | Yellow Mariposa |
| | Lilium humboldtii | Humboldt Lily |
| | Zigadenus fremontii | Star Lily |
| **Ferns** | | |
| | Adiantum capillus-veneris | Venus Hair Fern |
| | Adiantum jordani | California Maiden Hair Fern |
| | Dryopteris arguta | Downy Wood Fern |
| | Pellaea andromedaefolia | Coffee Fern |
| | Pellaea mucronata | Bird's Foot Fern |
| | Pityrogramma triangularis | Goldback Fern |
| | Polypodium californicum | California Polypody |
| | Pteridium aquilinum | Brackenfern |

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|---|---|---|
| | Woodwardia fimbriata | Chain Fern |
| **Perennial Grasses** | | |
| | Agropyron parishii | Wheat Grass |
| | Agrostis diegoensii | San Diego Bent Grass |
| | Agrostis exarata | Bentgrass |
| | Andropogon glomeratus | Beard Grass |
| | Bothriochloa barbinodis | Plumed Beard Grass |
| | Bromas carinatus | California Brome |
| | Bromas pseudolaevipes | Woodland Brome |
| | Distichlis spicata | Salt Grass |
| | Elymus condensatus | Giant Wild Rye |
| | Elymus glaucus | Western Rye Grass |
| | Elymus triticoides | Creeping Wild Rye |
| | Festuca elmeri | Elmer's Fescue |
| | Hordeum californicum | Meadow Barley |
| | Juncus patens | Rush |
| | Koeleria macrantha | June Grass |
| | Melica imperfecta | Chaparral Melica |
| | Muhlenbergia aspenifolia | Scratch Grass |
| | Muhlenbergia rigens | Showy Deer Grass |
| | Phragmites australis | Common Reed |
| | Poa scabrella | Malpais Bluegrass |
| | Sitanion jubata | Squirreltail |
| | Stipa coronata | Porcupine Grass |
| | Stipa lepida | Needlegrass |
| | Stipa pulchra | Purple Needlegrass |
| **Vines** | | |
| | Calystegia macrostegia | Morning Glory |
| | Clematis lasiantha | Virgin's Bower |
| | Clematis ligusticifolia | Western Virgin's Bower |
| | Lathyrus laetiflorus | Wild Sweet Pea |
| | Lonicera hispidula | California Honeysuckle |
| | Vitis girdiana | Wild Grape |
| **Miscellaneous Plants** | | |
| | Agave americana | Century Plant |
| | Artemisia douglasiana | Mugwort |
| | Brickellia nevinii | Nevin's Brickellbush |
| | Camissonia bistorta | California Sun Cup |
| | Chaenactis glabriuscula | Yellow Pincushion |
| | Chamaesyce polycarpa | Rattlesnake Weed |
| | Cirsium occidentale | Western Thistle |
| | Clarkia purpurea | Purple Clarkia |
| | Claytonia perfoliata | Miner's Lettuce |

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|---|---|---|
| | Conyza canadensis | Horseweed |
| | Cryptantha muricata | Popcorn Flower |
| | Cucurbita foetidissima | Stinking Gourd |
| | Cuscuta spp. | Dodder |
| | Datura wrightii | Sacred Datura |
| | Descurainia pinnata | Tansy Mustard |
| | Dichelostemma capitatum | Blue Dicks |
| | Epilobium canum | California Fuchsia |
| | Eremocarpus setigerus | Turkey Mullein |
| | Ericameria pinifolia | Pine Goldenbush |
| | Gnaphalium canescens | Felt-leaf Everlasting |
| | Heterotheca grandiflora | Telegraph Weed |
| | Heterotheca sessiliflora | Golden Aster |
| | Lathyrus vestitus | Wild Sweet Pea |
| | Lepidospartum squamatum | Scale Broom |
| | Leymus condensatus | Giant Wild Rye |
| | Lonicera subspicata | Chaparral Honeysuckle |
| | Lupinus hirsutissimus | Stinging Lupine |
| | Lupinus sparsiflorus | Coulter's Lupine |
| | Lupinus truncatus | Collar Lupine |
| | Malacothrix saxatilis | Cliff Aster |
| | Marah macrocarpus | Wild Cucumber |
| | Mimulus aurantiacus | Sticky Monkeyflower |
| | Oenothera elata | Hooker's Evening Primrose |
| | Opuntia Xvaseyi | Prickly Pear Cactus |
| | Pepechinia fragrans | White Pitcher Sage |
| | Phacelia distans | Common Phacelia |
| | Phacelia grandiflora | Large-flowered Phacelia |
| | Phacelia ramosissima | Branching Phacelia |
| | Platanus racemosa | California Sycamore |
| | Populus balsamifera | Black Cottonwood |
| | Quercus chrysolepis | Canyon Oak |
| | Quercus dumosa | Scrub Oak |
| | Quercus durata | Leather Oak |
| | Quercus engelmannii | Engelmann Oak |
| | Quercus wislizenii | Interior Live Oak |
| | Rhamnus californica | California Coffeeberry |
| | Rhamnus crocea | Redberry |
| | Rhamnus ilicifolia | Hollyleaf Redberry |
| | Romneya coulteri | Matilija Poppy |
| | Salix gooddingii | Black Willow |
| | Senecio flaccidus | Creek Senecio |
| | Solanum douglasii | White Nightshade |
| | Stipa cernua | Spear Grass |
| | Toxicodendron diversilobum | Poison Oak |

**NATIVE PLANTS FOUND IN PARK**:

| | Botanical Name | Common Name |
|---|---|---|
| **Trees** | | |
| | Alnus Rhombifolia | Alder |
| | Citrus 'Meyer' | Lemon Tree |
| | Citrus 'Valencia' | Orange Tree |
| | Fremontodendron Californica | Flannel Bush |
| | Juglans Californica | California Black Walnut |
| | Laurus Nobilis 'Saratoga' | Sweet Bay |
| | Olea Europaea 'Swan Hill' | Olive |
| | Platanus Racemosa | California Sycamore |
| | Populus Fremonti | Poplar |
| | Quercus Agrifolia | Coastal Live Oak |
| | Quercus Chrysolepsis | Canyon Oak |
| | Quercus Lobata | Valley Oak |
| | Salix Lasiolepsis | Arroyo Willow |
| | Existing Tree | |
| **Shrubs/Vines** | | |
| | Ardenostoma Fasciclatum | Chamise |
| | Arbutus Menzesii | Madrone |
| | Archotostaphylus Densiflora 'Howard MCMINN' | Sonoma Manzanita |
| | Archotostaphylus Hookeri 'Wayside' | Monterey Manzanita |
| | Encelia Californica | Encelia |
| | Eriogonum Fasciculatum | California Buckwheat |
| | Heteromeles Arbultifolia | Toyon |
| | Mimulus Aurantiacus | Monkey Flower |
| | Rhamnus Californica | California Coffee Berry |
| | Ribes Aureum | Golden Currant |
| | Rosa Californica | California Rose |
| | Salvia Apiana | White Sage |
| | Salvia Clevelandi | Cleveland Sage |
| | Salvia Leucophylla | Purple Sage |
| | Salvia Mellifera | Black Sage |
| | Scirpus Californicus | Rush |
| | Yucca Whipplei | Our Lord's Candle |
| | Macfadyena Unguis-Cati | Yellow Trumpet Vine |
| | Vitus Californica | California Grape |
| **Ground Covers** | | |
| | Arctostaphylos Uva-Ursi 'Point Reyes' | Bearberry |
| | Artemisia Arborescens 'Powis | Sage Brush |

| | | |
|---|---|---|
| | Castle’ | |
| | Baccharis ‘Twin Peaks’ | Coyote Bush |
| | Carex Tumulicola | Carex |
| | Juncus Patens | Rush |
| | Leymus Condensatus ‘Canyon Prince’ | Giant Ryegrass |
| | Muhlenbergia Rigens | Deer grass |
| | Stipa Pulchra | Needlegrass |
| | Beuteloua Gracilis | Blue Grama Grass |
| | Buchloe Dactyloides ‘609’ or ‘Prairie’ | Buffalo Grass |
| | Swale Basin Mix | Mix Below |
| | Shade Basin Mix | Mix Below |
| **Perennials** | | |
| | Brodiaea Elegans | Brodiaea |
| | Dichelostemma Capitatum | Blue Dicks |
| | Lupinus Arboreus | Lupine |
| | Nemophila Menzesii | Blue-Eyed Grass |

**ATTACHMENT "B"**

# RESOLUTION NO. 7755

## A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING THE BUDGET FOR THE FISCAL YEAR 2016-2017 ADOPTED ON JUNE 29, 2016

**WHEREAS,** the City of Council has received and considered the proposed adjustment to the budget for Fiscal Year 2016-2017, commencing July 1, 2016, and ending June 30, 2017; and

**WHEREAS,** the City Council has determined that it is necessary to amend the revenues and expenditures of the current City budget to accommodate City staff costs to collaborate in a celebration of Indigenous Day in October of 2016; and

**WHEREAS,** an annual budget for the City of San Fernando for the Fiscal Year beginning July 1, 2016 and ending June 30, 2017, a copy of which is on file in the City Clerk's Office, has been adopted on June 29, 2016.

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

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

Fund 017:

| | |
|---|---|
| Increase in Expenditures: | $ 1,500 |

**PASSED, APPROVED, AND ADOPTED** this 18th day of July, 2016.

_____
Robert C. Gonzales, Mayor

**ATTEST:**

_____
Elena G. Chávez, City Clerk

**STATE OF CALIFORNIA )**
**COUNTY OF LOS ANGELES ) ss**
**CITY OF SAN FERNANDO )**

**I HEREBY CERTIFY** that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 18th day of July, 2016, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

_____
Elena G. Chávez, City Clerk

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# 14

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THE CITY OF SAN FERNANDO

# AGENDA REPORT

**To:** Mayor Robert C. Gonzales and Councilmembers

**From:** Brian Saeki, City Manager
By: Ismael Aguila, Recreation and Community Services Director

**Date:** July 18, 2016

**Subject:** Consideration to Approve a Non-exclusive License Agreement with Plaza Comunitaria Sinaloa for Adult Education Classes

**RECOMMENDATION:**

It is recommended that the City Council:

a. Authorize the City Manager to execute a Non-exclusive License Agreement (Attachment "A" – Contract No. 1825) with Plaza Comunitaria Sinaloa to grant access for implementation of adult education programs at Las Palmas Park; and

b. Consider waiving facility-use fees for a total of $2,420 and also budget $270 in City staff salaries for use of the Community Lab Room at Las Palmas Park.

**BACKGROUND:**

1. In January 2016, City staff began meeting with Ms. Julieta Garcia in regards to her desire to implement adult literacy and domestic violence classes at Las Palmas Park.

2. On May 2, 2016, the City Council authorized staff to develop a non-exclusive license agreement with Ms. Julieta Garcia to implement an adult literacy and domestic violence program during summer and winter months at Las Palmas Park.

**ANALYSIS:**

<u>Plaza Comunitaria Literacy Programming</u>
Since the 1860s, public libraries have provided adult literacy programs to immigrants by teaching English and citizenship classes. After the American Library Association created a manual for adult literacy in libraries in the 1980s, adult literacy programs began to grow. Today many types of libraries go beyond English as a Second Language (ESL) and citizenship classes and offer computer classes; pre-General Education Diploma (GED) and GED preparation courses; and family, basic, health, civic, and financial literacy programs. Due to lack of state

funding, many ESL and GED classes have been closed. Many libraries have picked-up the slack for a service that is required more than ever.

The Plaza Comunitarias Program was created in 2001 under the administration of Mexican President Vicente Fox and accepted in the United States through a Memorandum of Understanding between the Mexican and United States governments dated November 10, 2004. The Plazas Comunitarias serve as transitional programs into English and adult basic education classes as it establishes an academic foundation for Hispanic immigrants from which to work. There are 400 Plaza Comunitarias programs in the United States. Currently, there are 15 Plaza Comunitarias in the County of Los Angeles, including two in the City of San Fernando (Plaza Comunitaria San Fernando and Plaza Comunitaria Sinaloa).

Plaza Comunitaria Sinaloa (PCS)

PCS is a private business owned by Ms. Julieta Garcia that provides basic literacy education programs for adults in literacy, elementary and secondary programs. PCS seeks to train and certify the Mexican and Hispanic community of San Fernando. Its objective is integrating this community into the labor and social force of United States. The services this organization will provide are technology and ESL classes, vocational and personal development workshops and prevention of Domestic Violence as well as self-esteem development.

The goals of the Plaza Community Sinaloa are:

- To extended the opportunities for education, information and communication.
- Learn to use the computer, internet and other technologies as educational resources.
- To learn to read and write or finish elementary or middle school. Once the student satisfactorily completes the modules required for elementary or middle school he or she receives a certificate from the Mexican Consulate in Los Angeles, Ca.

Proposed Agreement

PCS currently conducts adult education classes at Vaughn Next Century Learning Center, located at 13421 Vaughn Street, San Fernando, CA 91340. However, PCS is not granted access to a classroom during the summer and winter school breaks. PCS is requesting access to the Community Lab Room located at Las Palmas Park on Tuesday and Thursday, from 6 pm to 8 pm, during school vacation seasons via a non-exclusive license agreement (Attachment “A”- Contract No. 1825) so that the following services can be provided:

| **Program Offered & Costs** | |
|---|---|
| Literacy Program | Free (include free material) |
| English as a Second Language (ESL) | $5/person/day donation |
| Computer Class | $5/person/day donation |
| Domestic Violence class | $5/person/day donation |

Requested Program Dates

- Summer season: June 20, 2016 through August 12, 2016 (6 pm to 8 pm)
- Winter season: December 19, 2016 through January 6, 2017 (6 pm to 8 pm)

In addition, PCS shall immediately begin efforts to gain non-profit status (501(c)3) and seek external funding opportunities for public adult educations programs at Las Palmas Park to offset Park operational costs assumed by City.

Department Program Impact

It is estimated that over 35,000 individuals (equating to over 250,000 visits) living in and around the City will have utilized the City park resources by the end of Fiscal Year (FY) 2015-2016, which is an increase of over 30% in the past four years. At this time, the City park facilities are being used at a very high capacity and there is very little space to introduce new and/or add additional programming in both inside & outside facilities. In order to accommodate PCS, various programs (i.e., MMAP, Aztec Dance) will be moved to the Banquet Room thus no rooms will be available to the public for rental at Las Palmas Park on Tuesday and Thursday evenings. By accommodating PCS, there will be approximately $2,420 in lost revenues and an additional $270 in expenditures on staff salaries.

**BUDGET IMPACT:**

Should the City Council decide to waive the facility rental fees, the City will forego approximately $2,420 in facility rental fees in FY 2016-2017. Additionally, due to the need to keep the facility open and staffed during the holidays when it usually goes dark, the City will incur approximately $270 in additional staff expenditures directly related to this program.

**CONCLUSION:**

It is recommended that the City Council consider the following:

a. Authorize the City Manager to execute a Non-exclusive License Agreement (Attachment “A” – Contract No. 1825) with Plaza Comunitaria Sinaloa to grant access for implementation of adult education programs at Las Palmas Park; and

b. Consider waiving facility-use fees for a total of $2,420 and budget $270 in City staff salaries for use of the Community Lab Room at Las Palmas Park.

**ATTACHMENT:**

A. Contract No. 1825

**ATTACHMENT "A"**
**CONTRACT NO. 1825**

# NON-EXCLUSIVE LICENSE AGREEMENT

## Plaza Comunitaria Sinaloa

Adult Literacy Programming

NON-EXCLUSIVE LICENSE AGREEMENT
(Parties: City of San Fernando and Plaza Comunitaria Sinaloa)
(Facility: Community Lab Room at Los Palmas Park Facility, 505 S. Huntington Street, San Fernando, CA)

THIS 2016 NON-EXCLUSIVE LICENSE AGREEMENT ("Agreement") is made and entered into this 20th day of June 2016 ("Effective Date') by and between the CITY OF SAN FERNANDO, a municipal corporation ("CITY") and PLAZA COMUNITARIA SINALOA, a sole proprietor ("PCS"). For purposes of this Agreement the capitalized term "Parties" shall be a collective reference to both CITY and PCS. The capitalized term "Party" may refer to either CITY or GARCIA interchangeably.

RECITALS

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

WHEREAS, CITY is the owner of certain real property located 505 S. Huntington Street, San Fernando, CA 91340, commonly referred to as Las Palmas Park (hereinafter, the "Property"); and

WHEREAS, the Property includes a multi-use office facility (hereinafter, the "Facility"); and

WHEAREAS, the Facility includes a 2,000 square foot room commonly referred to as the "Community Lab Room" (hereinafter, the "Room"); and

WHEREAS, GARCIA wishes to use the Room on an intermittent and non-exclusive basis for the purpose of conducting adult literacy classes and an adult domestic violence program both of which are more specifically described in the document entitled "Authorized Use" which is attached and incorporated hereto as Exhibit "A"; and

WHEREAS, this Agreement is intended to confer upon PCS a license for the use of Room and to set forth the reciprocal duties and obligations of the Parties and the terms, conditions and restrictions governing PCS's use of Room.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

AGREEMENT

**SECTION 1. GRANT OF LICENSE AND TERMS OF USE**

A. Grant of License to Use Room

i. Grant of License. Subject to the terms and conditions set forth under this Agreement, CITY hereby grants to PCS a non-exclusive license to access and use the Room for the limited purposes set forth in Exhibit "A" which is attached and incorporated hereto by this reference. The forgoing notwithstanding, the Parties acknowledge, understand and agree that the use of Room authorized under this Agreement shall be subordinate to the use of the Room as public office space.

ii. Term. This Agreement shall have a term of one (1) year commencing from the Effective Date ("Term"). City in its sole and absolute discretion may authorize an extension term of one (1) additional year commencing upon the expiration of the initial Term. The foregoing notwithstanding, nothing in this subsection shall operate to prohibit or otherwise restrict CITY right to terminate this Agreement at an earlier date as provided under this Agreement.

iii. General Terms of Use.

a. Hours of Operation. PCS shall be authorized to use the Room on Tuesday and Thursday of each week between the hours of 6:00 pm and 8:00 pm.

b. Months of Use. PCS's use shall be limited to the dates of June 27, 2016 through August 12, 2016 and December 19, 2016 through January 6, 2017.

c. Limitations of Use. PCS may not use the Room for any other use other than those set forth in Exhibit "A". PCS's use of the Property does not encompass the use of offices or other rooms within the Facility or on the Property. PCS shall not permit unauthorized persons onto the Property and shall not allow any persons other than CITY personnel and PCS's personnel and program participants to enter Room while it is being used by PCS. PCS shall not restrict CITY's authorized personnel from accessing the Room at any time.

d. Maintenance of Room. After each days use of the Room, PCS will collect all equipment and materials belong to PCS and leave the room in a neat, clean and orderly condition. In addition, PCS is to adhere to City of San Fernando Facility Rental and Usage Terms (Exhibit "B").

e. Consideration for Use of Room by PCS. In consideration for CITY's grant of a license to PCS to use the Room, PCS shall pay to CITY an hourly fee of $55 (hereinafter, the "License Fee").

i. PCS is to immediately seek 501 (c)3 Non-profit status and actively seek additional funding sources to provide monies to offset any costs the City may be incurring in this scope of work in this agreement.

**SECTION 2. INDEMNIFICATION**

A. PCS shall indemnify, defend with counsel approved by CITY, and hold harmless CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorney fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with (i) PCS's use of the Room; and (ii) PCS's performance or non-performance of any of its duties and obligations under this Agreement or PCS's failure to comply with any of its obligations under the same. The foregoing duty to indemnify, defend and hold harmless shall not embrace liability, losses, damages, expenses, costs which is caused by the sole negligence or willful misconduct of CITY. Should conflict of interest principles preclude a single lawyer from representing both CITY and PCS, or should CITY otherwise find PCS'S legal counsel unacceptable, then PCS shall reimburse the CITY its costs of defense, including without limitation reasonable attorney fees, expert fees and all other costs and fees of litigation. The PCS shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

**SECTION 3. INSURANCE.**

A. PCS shall procure and maintain the following insurance coverage, at its own expense, for the duration for this Agreement or any extended period set forth herein:

i. Workers' Compensation Insurance Employer's Liability Insurance. PCS shall procure and maintain Workers' Compensation Insurance affording coverage at least as broad as that required by the State of California with Employer's Liability Insurance with minimum limits of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury or disease. The Workers' Compensation insurer shall also agree to waive all rights of subrogation against CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers for losses paid

under the terms of the insurance policy. Workers' Compensation insurance shall also provide or be endorsed to provide; there will be no cancellation, suspension, reduction or voiding of coverage without thirty (30) calendar days prior written notice by certified mail, return receipt requested, to CITY. If any reduction of coverage occurs, PCS shall furnish CITY with information regarding such reduction at PCS's earliest possible opportunity and in no case later than five (5) calendar days after PCS is notified of the change in coverage. Any failure to comply with reporting or other provisions of the policy, including breaches of warrants, shall not affect the coverage provided to CITY and CITY 's elected or appointed officials, officers, employees, agents or volunteers.

B. All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Section, all required insurance shall be procured from insurers, who according to the latest edition of the Best's Insurance Guide have an A.M. Best's rating of no less than A;VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no Insurance Employer's Liability Insurance, CITY may authorize less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation lower ratings than those set forth in this Section.

C. With respect to all varieties of insurance required under this Section, all deductibles and self-insured retentions shall be declared to and approved by CITY. CITY, at its option and in its sole and absolute discretion may require that: (i) the insurer reduce or eliminate such deductibles or self-insured retentions as respects CITY and CITY's elected or appointed officials, officers, employees, agents and volunteers; or (ii) PCS shall provide a financial guarantee satisfactory to CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. If any of the required insurance coverages contain aggregate limits, or apply to other operations of PCS not related to this Agreement, PCS shall give CITY prompt, written notice of any incident, occurrence, claim settlement or judgment against such insurance which may diminish the protection such insurance affords PCS, CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers. PCS shall also immediately restore such aggregate limits or shall provide other insurance protection for such aggregate limits. CITY may, at its option, specify a minimum acceptable aggregate for each line of coverage required. PCS shall not make any substantial reductions in scope of coverage which may affect CITY's protection without CITY's prior written consent.

E. All varieties of insurance required under this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to CITY and CITY's elected or appointed officials, officers, employees, agents or volunteers.

F. All polices of insurance provided by PCS shall be primary to any coverage available to CITY or CITY 's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of PCS 's insurance and shall not contribute with it.

G. No policy of insurance or endorsement thereto that is procured by PCS pursuant to this Section shall allow (either expressly or by the omission of any express prohibition) any insurance carrier to seek subrogation from CITY or CITY 's elected or appointed officials, officers, employees, agents or volunteers for any sums paid by the insurance carrier on behalf of PCS or PCS 's subcontractors or subconsultants or on behalf of CITY or CITY 's elected or appointed officials, officers, employees, agents or volunteers. All policies of insurance required under this Section shall contain provisions waiving or shall be endorsed to waive any subrogation rights or other like rights of recovery by the insurance carrier against CITY or CITY 's elected or appointed officials, officers, employees, agents and volunteers for any sums paid on behalf PCS or PCS 's contractors, subcontractors or subconsultants or on behalf of CITY or CITY 's elected or appointed officials, officers, employees, agents or volunteers by the insurance carrier. The CITY Representatives may waive this requirement as to CGL Coverage but only upon PCS 's delivery to CITY of endorsements demonstrating that CITY and CITY's elected or appointed officials, officers, employees, agents and volunteers have been named as additional insureds under the CGL Coverage.

H. PCS acknowledges, understands and agrees that CITY’s ability to verify the procurement and maintenance of the insurance required under this Section is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY of San Fernando. Accordingly, PCS warrants, represents and agrees that its shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Section on forms satisfactory to CITY in its sole and absolute discretion. The certificates of insurance and endorsements for each insurance policy shall he signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested. All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to PCS's commencement of any work or any of the Services. PCS shall also provide CITY with certified copies of all required insurance policies as a condition precedent to the commencement of any work or any of the Services. CITY shall not, and shall be under no obligation to, issue a Notice to Proceed until PCS fully complies with this Section. The requirements of this Section cannot be waived and any attempted waiver shall be void, invalid and non-binding upon CITY.

I. All polices of insurance required by this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except upon thirty (30) calendar days' prior

written notice to CITY. PCS agrees to require all its insurers to modify the certificates of insurance to delete any exculpatory wording stating that the failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

J. In addition to any other remedies CITY may have under this Agreement or at law or in equity, if PCS fails to comply with any of the requirements set forth in this Section, CITY may, but shall not be obligated to: (i) immediately suspend PCS's permission to engage in any of the uses or activities authorized under this Agreement; or (ii) terminate this Agreement. CITY 's exercise of any of the foregoing remedies, shall be in addition to any other remedies CITY may have and is not the exclusive remedy for PCS's to failure to comply with the insurance requirements set forth under this Section.

K. PCS shall include all persons and entities performing work on its behalf as insureds (including all contractors, subcontractors and subconsultants) or, in the alternative, shall furnish separate certificates of insurance and endorsements for each such persons or entities evidencing their independent procurement of insurance. All coverages for such persons or entities shall be identical to the requirements imposed upon PCS under this Section.

L. PCS 's procurement of insurance shall not be construed as a limitation of PCS 's liability or as full performance of PCS 's indemnification duties set forth under this Agreement.

**SECTION 4. TERMINATION FOR CONVENIENCE AND FOR CAUSE.**

A. Termination for Convenience. The Term of this Agreement notwithstanding, either Party may terminate this Agreement for convenience and without cause or penalty upon fifteen (15) days' prior written notice from the terminating Party to the non-terminating Party.

B. Termination for Cause.

i. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify:

a. the nature of the Event of Default;

b. the action required to cure the Event of Default;

c. the date by which the Event of Default shall be cured, which date shall not be later than the period allowed by applicable cure period set forth under

subsection 4.B.2, below.

The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

ii. PCS shall cure the following types of Events of Defaults within the following time periods:

a. Within twelve (12) hours of CITY's issuance of a Default Notice for any failure of PCS to routinely clean the Room after use in the manner contemplated under this Agreement;

b. Within twenty-four (24) hours of CITY's issuance of a Default Notice for any failure of PCS to timely pay any monetary sums owed to CITY at the time specified in this Agreement or by law. Except as provided under this preceding sentence, CITY shall be under no obligation to entertain any request by PCS for additional time to pay any monetary sums owed to CITY

c. Within fifteen (15) days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the cure periods prescribed under this subsection, PCS may submit a written request for additional time to cure the Event of Default upon a showing that PCS has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this subsection that exceeds fifteen (15) calendar days from the end of the initial applicable cure period.

The foregoing notwithstanding, PCS's failure to allow authorized CITY personnel with access to the Room shall constitute an immediate Event of Default and must be cured immediately upon verbal or written notice to PCS by such CITY personnel. The failure to provide such immediate access upon verbal or written demand of the CITY shall constitute a breach of this Agreement.

iii. CITY shall have thirty (30) days from the date PCS issues a Default Notice to cure any Event of Default, unless the Event of Default cannot reasonably be cured within the 30-day cure period. CITY shall be granted an additional thirty (30) calendar days to cure any Event of Default upon CITY's written request for such an extension of time and CITY's demonstration that it has commenced the cure of the Event of Default. Alternatively, CITY may at any time during the initial 30-day cure period submit a written objection to the Default Notice along with any written declarations or other evidence which disprove or rebut the assertions in the Default Notice. In the event CITY and PCS are unable to agree as to whether or not an Event of Default on the part of CITY has occurred or whether CITY's proposed cure will adequately cure the Event of Default, PCS shall either waive the Event of Default in writing or issue a written notice

declaring the CITY to be in breach of the Agreement. PCS shall have no authority to issue a breach notice to CITY prior to the earlier of the following: (a) the expiration of CITY's initial 30-day cure period or any additional 30-day cure period invoked by CITY; or (b) CITY's issuance of a written objection to the Default Notice. In the event CITY is in breach of this Agreement, PCS's sole remedy shall be the termination this Agreement.

iv. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

5. The rights and remedies available to CITY hereunder shall be in addition to and not a limitation of any rights and remedies available to CITY at law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach by PCS, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

i. Terminate this Agreement and revoke the license conferred herein for cause. Under such circumstance CITY may immediately order PCS, PCS's personnel and program participants to vacate the Room, the Facility and/or the Property; or

ii. CITY may agree to some mutually acceptable alternative resolution of the breach with PCS, provided such resolution is memorialized in writing; or

iii. CITY may proceed by appropriate court action to: (a) enforce the terms of the Agreement; (b) obtain enforcement of the provisions of this Agreement; (c) obtain declaratory relief; and/or (d) seek recovery for any damages or other losses suffered by CITY as a result of PCS's breach of this Agreement; or

iv. The CITY may exercise such other rights or remedies as may be available to it at law or in equity.

6. Suspension of License. Concurrent with, or as an alternative to, CITY's initiation of the Default Notice process or the issuance of a notice of intent to terminate this Agreement, CITY may also suspend PCS's permission to access and use the Room for a period of one (1) or more days for any Event of Default. The term of this Agreement shall not be tolled during any suspension period. Nothing in this subsection shall operate to prohibit or otherwise restrict the ability of CITY to commence proceedings for the termination of this Agreement and the license conferred hereunder during any suspension period or concurrent with the initiation of suspension proceedings.

**SECTION 5. MISCELLANEOUS.**

A. Notices. Except as otherwise specifically set forth and allowed under this Agreement, all notices herein required to be given or which may be given by either Party to the other shall be

deemed to have been fully given when served personally on CITY or PCS, or when made in writing and deposited in the United States Mail, certified mail, return receipt requested, postage prepaid and addressed as follows:

TO CITY:
City of San Fernando
Office of the City Manager
San Fernando City Hall
117 Macneil St.
San Fernando, CA 91340
Attn: City Manager
Phone: (818) 898-1201
Fax: (818) 361-7631

TO PCS:
Plaza Comunitaria Sinaloa
15012 Harvest St.
Mission Hills, Ca. 91345
Attn: Julieta Garcia
Phone: (818) 272-3638
Email: julieta.gonzalez1@hotmail.com

Either Party may change its address for notice by notifying the other Party in the manner provided in this Paragraph.

B. This Agreement shall be construed by, and in accordance with, the laws of the State of California.

C. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and the masculine gender shall include the feminine and neuter genders.

D. This instrument contains all of the agreements and conditions entered into and made by and between the Parties and may not be modified orally, or in any manner, other than by an agreement in writing signed by all the Parties hereto or their respective successors-in interest.

E. Time is, and shall be, of the essence for each term and provision of this Agreement.

F. Each and every term, condition, covenant and provision of this Agreement is and shall be deemed to be a material part of the consideration for CITY's entry into this Agreement and any breach hereof by PCS shall be deemed to be a material breach. Each term and provision of this Agreement performable by PCS shall be construed to be both a covenant and a condition.

G. The headings of the several paragraphs and sections of this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of any provisions of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

H. In the event any covenant, condition or provision herein contained is held to be invalid by a court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained, provided the

invalidity of any such covenant, condition or provision does not materially prejudice either CITY or PCS in its respective rights and obligations contained in the valid covenants, conditions and provisions of this Agreement.

I. All exhibits and addenda referred to herein, and any exhibits or schedules which may from time to time be referred to in any duly executed amendment hereto, are by such reference incorporated herein and shall be deemed a part of this Agreement as if set forth fully herein.

J. This Agreement shall be interpreted and construed only by the contents hereof, and there shall be no presumption or standard of construction in favor of or against either Party.

K. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE TO FOLLOW]

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the EXECUTION DATE.

**CITY OF SAN FERNANDO**

BY: _____
Brian Saeki, City Manager

**PLAZA COMUNITARIA**

BY: _____
Julieta Garcia, Sole Proprietor

**APPROVED AS TO FORM**

By: _____
Rick R. Olivarez, City Attorney

**EXHIBIT "A"**

AUTHORIZED USES

The license to utilize the Room as defined under this Agreement shall be limited to the following purposes:

PCS shall be authorized to conduct the following programs from the Room:

Adult Literacy classes at Las Palmas Park (free). The goals are to:

- Extended the opportunities for education, information and communication.
- Learn to use the computer, internet and other technologies as educational resources.
- Learn to read and write or finish elementary or middle school. Once the student passes the modules required for elementary or middle school, he or she receives a certificate from the Mexican Consulate in Los Angeles, Ca.

Adult Domestic Violence Program ($5 donation/week). The goals are to:

- Learn to distinguish the different types of violence: sexual, mental, and emotional.
- Learn various methods to stop domestic violence and provide information available to everyone.
- Learn new techniques to overcome fear, guilt, insecurity, low self-steam.
- Educate in order to break the silence and cycle of domestic violence.

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THE CITY OF SAN FERNANDO

# AGENDA REPORT

**To:** Mayor Robert C. Gonzales and Councilmembers

**From:** Brian Saeki, City Manager
By: Chris Marcarello, Deputy City Manager/Public Works Director

**Date:** July 18, 2016

**Subject:** Consideration of Award of Contract for Compressed Natural Gas (CNG) Fueling Station Upgrade Project

**RECOMMENDATION:**

It is recommended that the City Council:

a. Approve specifications related to the City's Request for Proposal (Attachment "A");

b. Award a contract to Clean Energy for CNG Fueling Station Improvements at 120 Macneil Street;

c. Authorize the City Manager, or designee, to negotiate and execute a design-build agreement in a form approved by the City Attorney (Attachment "B" – Contract No. 1824) with Clean Energy in the amount of $1,356,683;

d. Establish an amount of 15% of the contract amount ($203,502), as a contingency, to cover the cost of unforeseen construction expenses; and

e. Accept funds in the amount of $387,091 awarded to the City by the Mobile Source Air Pollution Review Committee (MSRC) via the Clean Transportation Funding Grant Program and authorize the City Manager or designee to execute the grant agreement with MSRC (Attachment "C").

**BACKGROUND:**

1. In 2008, the City was awarded a Federal grant of approximately $1.6 Million to improve the City's existing CNG fueling station at 120 Macneil Street and purchase new transit vehicles;

2. In November 2014, the City was notified by the Mobile Source Air Pollution Review Committee (MSRC) and South Coast Air Quality Management District (SCAQMD) that $387,091 in funding through the Clean Transportation Funding grant program was awarded for improvements to the City's CNG fueling station.

3. In late 2015, the City compiled a list of potential contractors with the requisite experience and qualifications that specialize in the construction of compressed natural gas fueling stations for inclusion in a Request for Proposals (RFP) process. The City also reviewed a draft RFP document with the Metropolitan Transportation Authority (Metro) and Federal Transit Administration (FTA) in order to ensure compliance with provisions related to the expenditure of federal transportation funds.

4. On January 4, 2016, a Request for Proposals (RFP) (Attachment "A") for the CNG Fueling Station Upgrade Project was published on City Website and in the San Fernando Valley Sun.

5. On February 29, 2016 (Proposal Due Date), the City received six (6) proposals from contractors to deliver the CNG Fueling Station Upgrade Project.

6. On April 4, 2106, staff retained the consulting services of Fuel Solutions Incorporated to review and evaluate all proposals submitted for the upgrade project and provide project management during construction phase of project.

7. On April 14, 2016, a committee made up of four Public Works staff and Fuel Solutions evaluated and scored all six proposals and agreed upon a short list of two (2) contractors to interview.

8. On May 12, 2016, interviews were conducted with selected contractors.

**ANALYSIS:**

In 2006, the City developed and built a City-owned and operated CNG Station in the Civic Center (120 Macneil Street) that is used by City vehicles, Metropolitan Transit Authority (Metro) buses, Caltrans vehicles, and the general public. The current mechanical equipment at the Station has reached the end of its design life and is technologically obsolete. The stations' fueling capacity is severely limited. In most cases, large vehicles (trucks and buses) are able to fill only a 50-55% of their fuel tanks before the system shuts down to generate more fuel. This process takes approximately 90 minutes for the station tanks to refill and for the system to pump additional fuel.

Equipment upgrades are needed to improve fueling capacity and dispensing efficiency. Further, the current mechanical equipment is at the end of its useful life and requires ongoing maintenance and repairs in order to stay functional. The replacement of this equipment will help save costs related to these ongoing repairs and will allow for a more efficient fueling operation.

<u>Project Description/Scope of Services</u>
The scope of services includes the design, engineering, fabrication, installation, commissioning, testing and training associated with the CNG station equipment upgrades, as described in the

Request for Proposals (RFP) (Attachment "A"). This RFP includes civil engineering work, the installation of equipment foundation, equipment installation, safety systems, lighting systems, fuel management system, facility startup and facility commissioning.

The RFP was made available by the City on the City's website and was published in the San Fernando Valley Sun, Bid America, Fleets & Fuels newsletter, NGV America newsletter and Dodge Data & Analytics website. Six (6) companies submitted proposals to the City; Trillium CNG, Fueling and Service Technologies Inc. (FasTech), Diversified Project Services International (DPSI), TruStar Energy LLC, GP Strategies Corp and Clean Energy prior to the RFP closing deadline.

Evaluation Criteria/Process

As indicated in Section 3.6 of RFP, Evaluation Criteria (see Pages 7 and 8, Section 3.6 in RFP), after a review for compliance with required qualifications, proposals were evaluated based on the following criteria:

- Qualifications and Experience of Firm and Key Personnel- 45%
- General Quality and Responsiveness of the Proposal- 30%
- Fee Proposal- 20%
- Knowledge of FTA Requirements- 5%

The proposals were evaluated and scored by a panel comprised of City staff members and the City's consultant that specializes in CNG station construction projects. The consultant helped to review and confirm the accuracy of technical aspects related to the proposals. After the panel's evaluation it was determined that each company submitted a responsive proposal, has the requisite experience in CNG station construction, and meets Federal Transportation Authority (FTA) requirements. The cost proposals received from each company are summarized below.

| **BID RESULTS** | |
|---|---|
| **Company** | **Cost** |
| Clean Energy | $1,356,683.00 |
| Fueling and Services Technology | $1,548,929.00 |
| TrilliumCNG | $1,686,249.00 |
| Diversified Project Services | $1,897,998.00 |
| GP Strategies Corp | $1,952,700.00 |
| TruStar Energy, LLC | $2,715,764.20 |

Though cost was not the sole criteria for which an award of contract would be based, the panel did remove three (3) companies from the list of potential contractors because their cost proposals exceeded the City's total budget for the Project. The three (3) remaining companies (Clean Energy, Fueling and Services Technology, and TrilliumCNG) were put on a short-list for further consideration and references were contacted for each firm. Based on further evaluation of relevant experience, the City narrowed the field to two (2) companies – Clean Energy and Fueling and Services Technology – which were invited to participate in an in-person interview on May 11, 2016. After completing the interview process, it was determined that Clean Energy provided the lowest cost responsive proposal.

Clean Energy (CE) has more than 19 years' experience providing natural gas fueling solutions to municipalities and private companies. Since 2010, they have constructed more than 350 natural gas fueling stations and are industry leaders in providing CNG station related design, construction, operation and maintenance services. A copy of CE's proposal is included in Attachment "D".

Project Schedule

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

- June 20, 2016
  City Council Award of Contract

- July – October 2016
  Design Period

- September – December 2016
  Plan Check / Permitting

- January – March 2017
  Production / Shipment of Equipment

- April – July 2017
  Construction

- August 2017
  Commissioning / Training / Station Hand-Off

As indicated in the project bid specifications, the contractor has three hundred (300) working days to complete the project.

**BUDGET IMPACT:**

Funding for this project is provided through two sources; Federal Transportation Authority (FTA) Section 5309 funds in then amount of $1,339,460 and $387,091 from Mobile Source Reduction Committee (MSRC) Clean Transportation Funds. The aggregate cost for construction, including the recommended 15% contingency is $1,560,185. The total project cost of $1,665,185 includes design, engineering, construction, construction management, project labor agreement compliance and project oversight. The agreement with Clean Energy also includes a one year (1) warranty following project acceptance, helping to reduce maintenance costs following construction. It is estimated that ongoing maintenance and utilities costs will run $35,000, which will be fully covered by revenues generated by the station.

| **SOURCES** | | |
|---|---|---|
| **Fund** | **Account Number** | **Allocation** |
| FTA Grant | 010-310-3661-4600 | $ 1,339,460 |
| AQMD/MSRC Grant (Need to accept Grant and appropriate funds) | 010-310-3661-4600 | $ 387,091 |
| AB 2766 | 016-310-3661-4600 | $ 30,000 |
| **Total Sources:** | | **$ 1,756,551** |

| **USES** | | |
|---|---|---|
| **Activity** | **Account Number** | **Cost** |
| PM | 010/016-310-3661-4600 | $ 25,000 |
| Staff | 010/016-310-3661-4600 | $ 55,000 |
| Construction | 010/016-310-3661-4600 | $ 1,356,683 |
| Contingency (15%) | 010/016-310-3661-4600 | $ 203,502 |
| | | |
| **Expenditures-to-Date (if applicable)** | | |
| Planning/Design | 010/016-310-3661-4600 | $ 25,000 |
| | | |
| **Total Uses** | | **$ 1,665,185** |

**CONCLUSION:**

After reviewing all submitted proposals and information gained through interview process, it is recommended that the City Council award a design-build contract for the CNG Fueling Station Upgrade Project to Clean Energy utilizing FTA and MSRC grant funds.

**ATTACHMENTS:**

A. Request for Proposals
B. Contract No. 1824
C. MSRC Grant Agreement
D. Clean Energy Proposal

THE CITY OF SAN FERNANDO

# NOTICE OF REQUEST FOR PROPOSALS

# FOR

# CNG FUELING STATION UPGRADES

All proposals must be submitted in a sealed envelope and received at San Fernando City Hall (City Clerk's Office) on or before Monday, February 1, 2016 by 4:00 PM with the following notation:

**Proposal for CNG Fueling Station Upgrades**

**City of San Fernando**

Please direct all comments or questions to Chris Marcarello, Deputy City Manager/Public Works Director, City of San Fernando, 117 Macneil Street, San Fernando, California 91340 in written letter format or via email at cmarcarello@sfcity.org.

## SECTION ONE- GENERAL INFORMATION

### Introduction

The City of San Fernando Public Works Department requests written proposals for CNG fueling station upgrades at our facility located at 120 Macneil Street, San Fernando, CA 91340. Proposals are to include design, engineering, fabrication, installation, commissioning, testing and training associated with the CNG station equipment upgrades, as described in this solicitation.

***This project is financed in part with Federal funds and requires compliance with applicable laws and regulations as specified in applicable Federal terms, conditions and provisions incorporated herein (Attachment A).***

### Background

The City of San Fernando ("City") is located in the San Fernando Valley region of Los Angeles County and spans 2.4 square miles. The City incorporated on August 31, 1911 and today is home to around 25,000 residents. San Fernando is a general law city operating under a Council-Manager form of government. The City's Department of Public Works oversees several City functions, including public right-of-way areas, water services, sewer services, transportation programs and a CNG fueling station.

The City has been operating a Compressed Natural Gas (CNG) Alternative Fuel Vehicle Facility for the past eight years. It is used primarily for two City-owned trolleys as well as various other customers including; local school district buses, refuse provider and street sweeping vehicles. The City maintains overall responsibility for station administration, operations and environmental monitoring. The actual day-to-day operation of the site is currently overseen by the Equipment Maintenance Division within the Public Works Department.

### Mandatory Pre-Bid Meeting

Proposers must attend a pre-bid meeting on **Wednesday, January 20, 2016 @ 10:00 AM (PST)** to receive specific information about the project, bid requirements and process, and to discuss particular questions that may arise after a review of this RFP. The pre-bid meeting will be held at San Fernando City Hall within the Council Chambers, 117 Macneil Street, San Fernando, CA 91340 and will include a walk of the station.

### Procurement Process Timeline

Listed below are the important dates and times by which the actions noted must be completed. All dates are subject to change. If the Public Works Department finds it necessary to change any of these dates or times prior to the proposal due date, the change will be accomplished by addendum.

| Date | Activity |
|---|---|
| January 4, 2016 | Publish Request for Proposals |
| January 20, 2016 | Mandatory Pre-bid Meeting |
| February 1, 2016 | Proposals Due to the City |
| February 17, 2016 | City Council Consideration for Award of Contract |
| February 29, 2016 | Begin Construction |

**Fueling Station Set-Up**

Currently, the City's CNG fueling station dispenses approximately 126,000 gasoline gallon equivalents annually. Our current fueling equipment consists of two (2) 20scfm compressors, two (2) storage tubes and one (1) storage sphere; each with 34.15 cu. ft. of storage and as whole dispense a maximum of 44 GGE with a full recovery time of approximately 90 minutes.

## SECTION TWO- SCOPE OF WORK

The primary scope of services for this Request for Proposals is for the design, permitting, procurement and installation (complete and in place) of all elements needed to accomplish the CNG Fueling Station Upgrade Project which includes, but is not limited to:

1. The upgrading of two compressors from 20 scfm each to 250 scfm each;
2. The upgrading of two storage tubes and one storage sphere that dispenses a maximum of 44 GGE with a full recovery of 90 minutes to three storage tubes and three storage spheres which dispense approximately 100 GGE; has a full recovery of approximately 30 minutes; and a minimum total storage of 33,330 SCF;
3. The upgrading from one dual hose dispenser to two dispensers; one fast-fill dual hose 3600psi dispenser and one high-flow dual hose Sherex OPW 5000 Series Transit Style nozzle or equivalent both with integrated card swipe;
4. The existing fuel island shall be reconfigured/replaced as required to accommodate new equipment and systems;
5. A compliant temperature compensation system which accurately compensates for vehicle storage container temperatures;
6. A commercial quality security system with adequate security camera coverage;
7. Installation of a steel canopy and adequate integrated lighting. The canopy shall include solar panels and appurtenant equipment adequate to power the CNG station lighting; and
8. Site improvements, including driveway replacement, site lighting, landscaping and irrigation improvements.

### TASK 1 – PRELIMINARY DESIGN

A. **Initial / Kickoff Meeting**

The consultant will schedule and attend an initial/kickoff meeting with the City to introduce project team members, formalize project communication, discuss project schedule, and review scope of work. The selected consultant shall request available data, reports, documents, and plans from the City that are relevant to the Project. Consultant shall prepare agenda and minutes. An overall time shall be included in your proposal to ensure the project will be completed within the established timeframe.

### TASK 2 – PRELIMINARY DESIGN

A. **Complete CNG Fueling Analysis to determine if anticipated fuel throughput demands and fueling windows can be achieved using specified equipment upgrades.**

A comprehensive throughput analysis shall be integrated into the technical design, specifications and plans to ensure the proposed equipment upgrades are appropriate to meet the City's fueling objectives.

This analysis shall be sufficiently completed to ensure a fuel disbursement rate of (at minimum) 100 GGE with full recovery of no less than 30 minutes.

This shall ensure the appropriate equipment specifications for the CNG system upgrade are met before any design work takes place.

**TASK 3 – CONSTRUCTION**

The consultant shall perform the construction management of the project according to the specifications set for the in the technical scope of work. Consultant shall specify the number of site visits necessary to complete this task.

Consultant shall provide the commissioning guidelines (safety, performance, and inspection), final acceptance Quality Assurance support services, post-upgrade performance, test report, final project closeout guidelines and closeout procedure and performance testing checklist of the CNG upgrade. Consultant shall also provide preparation and delivery of final inspection and a performance testing report. Consultant shall review the project record, operations and maintenance manual and "as-built" drawing submittals. This includes a planned and systematic pattern of all means and actions designed to provide adequate confidence that the services meet the contractual and regulatory requirements. Verify that the facility will be upgraded in compliance with the project specifications.

The Quality Assurance support services shall include review of the project record, operations and maintenance manual and "as-built' drawing submittals. This includes a planned and systematic pattern of all means and actions designed to provide adequate confidence that the services meet the contractual and regulatory requirements.

The "Post-Upgrade performance" shall include review of the culmination of construction activities and review support of the construction drawings, calculations, and overall project permit. A summary or manual of the quality assurance documentation and methods used by firm shall be utilized. The test report shall include confirmation of equipment commissioning and requirements thereof.

**A. CNG FUELING STATION UPGRADES**

1. PROPOSER shall furnish a temporary onsite fueling solution to continue uninterrupted transit operations while under construction;

2. PROPOSER shall be responsible for removal and disposal of all existing CNG equipment and anticipated revenues from said disposal shall be reflected in final proposal;

3. PROPOSER shall be responsible for extending curbs on the existing fuel island to accommodate two new dispensers and any other required equipment or systems;

4. PROPOSER shall install a steel canopy with high efficiency integrated lighting. Solar panels and appurtenant equipment adequate to power the CNG station and equipment shall be included with this installation;

5. PROPOSER shall install a compliant temperature compensation system;

6. PROPOSER shall install a commercial quality security system with adequate security camera coverage;

7. PROPOSER furnished equipment shall be new and unused. Equipment shall be built by a company that has supplied a minimum of twenty (20) similar units in North America;

8. City has verified the natural gas quality and capacity. All station equipment will be sized to accommodate a minimum average inlet gas pressure of 17.86 psig based on the proposed load; and

9. PROPOSER shall be responsible for the design, permitting, procurement and installation of all elements needed to complete CNG Fueling Station Upgrade Project.

   The following table shows the major components of the CNG Fueling Station *MINIMUM* upgrade requirements.

| | | Quantity |
|---|---|---|
| 1 | 4-stage compressor – approximately 250 SCFM each @ 45psig inlet pressure w/ PLC controller | 2 |
| 2 | Storage tubes | 3 |
| 3 | Storage Spheres | 3 |
| 4 | Fast-fill dual hose 3600psi dispenser with integrated card swipe function | 1 |
| 5 | high-flow dual hose 5000psi dispenser with integrated card swipe function | 1 |
| 6 | Temperature compensation system | 1 |
| 7 | Security system with video cameras | 1 |
| 8 | Canopy with solar panels and integrated lighting | 1 |

**SECTION THREE- INSTRUCTIONS**

Any contract resulting from this RFP will be awarded to that firm whose proposal is deemed by the City to be most qualified considering the evaluation criteria stated in SECTION 3.5, and provides the City with the best value among those considered technically acceptable.

"Best Value" will be determined solely by the City.

The City reserves the right to meet or communicate with any PROPOSER to clarify the responsiveness of its proposal and the responsibility of the proposer's organization and its sub-proposers, in order to ascertain technical acceptability.

**3.1 Proposal Submittal**

Each prospective firm must submit one (1) original signed copy and two (2) duplicate copies of the complete proposal in a sealed envelope marked "Proposal for CNG Fueling Station Upgrades." Proposal submissions must contain page numbers and are limited to a total of twenty-five (25) pages (including appendices) using letter sized paper and not less than 12 point font.

To be considered, all proposals shall be completely responsive to the Request for Proposal (RFP) document. "Completely responsive" is hereby defined as meeting all requirements as outlined in Section 3.2, Proposal Requirements. Proposals must be received by the City by February 1, 2016 no later than 4:00 PM. If mailing, proposals shall be sent to:

City of San Fernando
Attn: Elena G. Chavez, City Clerk
117 Macneil Street
San Fernando, CA 91340

The City does not recognize the US Postal Service, or any other organization, as its agent for purposes of accepting proposals. All proposals received after the deadline will be rejected and returned unopened. No extensions will be granted. All proposals will become the property of the City of San Fernando and will be made available for public inspection after an award is made or all proposals are rejected.

**3.2 Proposal Requirements**

The proposal shall include the following:

1. Understanding of the Scope of Services.
   Describe your understanding of the services to be performed.

2. Methodology and Work Plan.
   Provide a brief description of the proposed work program and techniques to complete the scope of services. The work program should demonstrate your firm's ability to conduct these services in a professional and efficient manner.

3. Experience and Qualifications of Firm.
   List similar services successfully provided within the last five (5) years, with a particular emphasis on local public agencies of a similar size and range of services as the City of San Fernando.

4. Key Personnel.
   Please provide the names and qualifications of the key personnel assigned to this contract.

5. References.
   Provide a list of references from the past and current clients within the last five (5) years

6. Schedule.
   Contractor shall submit a timeline as to when each task will be completed.

7. Fee Proposal.
   The fee proposal will be reviewed, but is not the sole factor in the selection process. Submit documentation associated with the pricing of each task.

### 3.3 Bid Rejection

All proposals will be reviewed to determine conformance with the RFP requirements. Any proposal that the City deems incomplete, conditional, or non-responsive to the RFP requirements may be rejected. The City reserves the right to reject any and all proposals.

### 3.4 Bidder Protest Policy and Procedures *(Attachment B)*

### 3.5 Screening, Selection and Award

Screening and selection will take place through the process described below. An award of contract may be made to the firm that meets the proposal requirements specified in this RFP and whom submits the proposal that is considered most advantageous to the City. Negotiations may or may not be conducted with any prospective firms, therefore, each proposal should include the firm's most favorable terms and conditions since selection may be made without discussion with any firm.

The screening and selection process shall be as follows:

1. Sealed proposals will be opened and evaluated to determine compliance with Section Five, Required Qualifications of Contractor. Proposals meeting specified requirements will be considered responsive and will be included in the next phase of review.
2. Responsive proposals will be evaluated by City staff. Following this review, a decision will be made whether to recommend award a contract for CNG Fuel Station Upgrades to the firm that best meets the needs of the City. City Council consideration is expected in February 2016.

The City reserves the right to withdraw this RFP at any time without prior notice. Further, the City reserves the right to modify the RFP evaluation criteria described below. The City also makes no representations that any contract will be awarded to any firm responding to this RFP. The City expressly reserves the right to reject any and all proposals without indicating any reasons for such rejection(s), to waive any irregularity or informality in any proposal or in the RFP procedure and to be the sole judge of responsiveness to this RFP.

### 3.6 Evaluation Criteria

After review for compliance to required qualifications, the City will evaluate proposals based on the following criteria. Cost will not be the sole criteria for which an award of contract is made.

<u>Qualifications and Experience of Firm and Key Personnel- 45%</u>

- Qualification and experience of key personnel;
- Experience and past performance for similar scope and services; and
- Verification of references

<u>General Quality and Responsiveness of the Proposal- 30%</u>

- Presentation, completeness, and thoroughness of the proposal;
- Responsiveness to the terms, conditions, and items of performance; and
- Grasp of the scope and services to be performed

<u>Fee Proposal- 20%</u>

- Costs will be evaluated should a firm meet all other criteria. Each firm should provide a current schedule of fees for related services.

Knowledge of FTA Requirements- 5%

- This project is financed in part with Federal funds and requires compliance with applicable Federal laws and regulations *(Attachment A).*

**3.7 Race Conscious Disadvantage Business Enterprise (RC-DBE)**

In conformance with title 49 CFR Part 26, the City of San Fernando has established a project specific goal of 11.52% for Race Conscious Disadvantaged Business Enterprises (RC-DBEs). The Proposer is required to meet this goal or demonstrate Good Faith Efforts as a condition of the award of this Contract. Proposer shall complete and submit Form A, "Bidder DBE Commitment" and Form B, "Bidders List" at the time of proposal submittal. Form C, "Good Faith Efforts" is required if the Proposer is unable to meet the established DBE project specific goal, and is to be submitted in a sealed envelope with the proposal.

X.1 The CITY OF SAN FERNANDO, as a recipient of federal financial assistance, is required to implement the Los Angeles County Metropolitan Transportation Authority's (Metro's) Disadvantaged Business Program in accordance with federal regulation 49 CFR Part 26 issued by the U.S. Department of Transportation (DOT). The CITY OF SAN FERNANDO has set a contract specific goal of 11.52% for this project. CONTRACTOR shall furnish all documentation satisfactory to the CITY OF SAN FERNANDO that the work committed to RC-DBE's was actually performed by RC-DBE's. Requests for progress payments shall include a summary of payments actually made to RC-DBE's during the invoice period (Form D), which includes a total of all payments made to all subcontractors under this Contract. RC-DBE participation shall be credited toward the overall RC-DBE goal only when payments are actually made to the RC-DBE firms. CONTRACTOR shall submit on the 15$^{th}$ of every month to the CITY OF SAN FERNANDO'S Contract Compliance Officer, Form D. Upon completion of the Contract, CONTRACTOR shall submit "Final Report-Utilization of Disadvantaged Business Enterprises-First Tier Subcontractors", Form E and submit with the final invoice.

X.2 As there is a RC-DBE goal on this Contract, the Bidder, in order to be considered responsible and responsive, must meet the contract specific RC-DBE goal identified or make Good Faith Efforts to meet the goal established for the Contract. If the goal is not met, the Bidder must document adequate Good Faith Efforts. Only RC-DBE firms certified through the CUCP will be counted towards the contract. Please refer to Attachment C to this RFP for further information and instructions.

X.3 CONTRACTOR shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by CONTRACTOR to carry out these requirements is material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the CITY OF SAN FERNANDO may deem appropriate.

*All RC-DBE forms can be found within *(Attachment C)*

**SECTION FOUR- CONTRACT TERMS**

Professional Services Agreement.

No agreement shall be binding upon the City until a Professional Services Agreement is completely executed by the Firm and the City. A sample agreement *(Attachment D)* has been attached as a reference.

Minimum Insurance Requirements.

The Firm shall, at its own expense, procure and maintain for the duration of the agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the agreement by the firm, its agents, representatives, employees, or subcontractors.

Conflict of Interest.

It shall be the duty of the Firm to comply with all applicable State and Federal laws relating to prohibited conflicts of interest. As part of its response to this RFP, the Firm shall disclose in writing, any financial, business, employment, or other relationships with the City or with any of its officers, employees, or agents that are or were in existence during the twelve (12) calendar months immediately preceding, and including, the date the Firm's response to this RFP is filed. In addition, the Firm shall disclose in writing any financial, business, employment or other relationships with any contractor or engineering firm who may have a financial benefit in securing design and/or construction contracts for a City project. The Firm shall have a continuing obligation to keep the foregoing disclosures current and up-to-day during the term of this contract, and the Firm's failure to timely disclose the existence of such a relationship shall be grounds for immediate termination of the contract.

Permits/Licenses.

The Firm shall obtain and pay for a business license as necessitated for doing work within the City of San Fernando. Valid licensure shall be in place for the life of the contract as stipulated in the executed Professional Services Agreement.

**SECTION FIVE- REQUIRED QUALIFICATIONS OF CONTRACTOR**

Proposals to provide CNG Fueling Station Upgrades for the City of San Fernando will be evaluated by the Staff to determine whether or not they meet the following required qualifications. Proposals which fail to provide documentation responding to all of the required items set forth below may be considered non-responsive and will be rejected.

1. Experience.
   In order to be considered eligible and qualified under this RFP, the firm must have a minimum of five (5) years of experience conducting CNG fueling facility construction and upgrade projects for cities of similar size to the City of San Fernando. A statement of qualification demonstrating the foregoing and listing the firm's experience in providing stated services, together with the names, addresses and telephone numbers of other clients for whom similar services have been provided shall be furnished with the proposal. Client references should be located within California, if possible.

2. Organization.
The firm should submit a description of its organizational structure, history, legal status (i.e. partnership, corporation, etc.), list of owners and officers, capabilities, experience, and management philosophy. The City is particularly interested in the firm's approach to managing CNG fueling facility construction and upgrade projects, organizational resources, and the primary businesses in which the firm is involved.

3. Staffing.
Firm shall include the resumes of the proposed key personnel showing relevant education, training and experience. Please specifically address any technical resources and staff that will be available to assist the City.

4. Resource Allocation.
PROPOSERS must show sufficient financial strength, resources and capability to perform the work and complete the contract in a satisfactory manner as measured by:

   a. Satisfactory credit history as evidenced by a current copy of Dun & Bradstreet or similar recognized credit report.
   b. The ability to secure required bond(s) as evidenced by a letter of commitment from an underwriter confirming that the PROPOSER can be bonded for the amount required by the City.
      - Proposal shall be accompanied by Bid Security as assurance that the PROPOSER will, upon City's acceptance of its bid, execute such contractual documents as may be required within sixty (60) days after the bid is submitted. Security shall be in the amount of 10% of the Lump Sum Bid for PROPOSER'S obligation to enter into a contract. Bid Security shall consist of a firm commitment such as a bid bond, certified check, irrevocable letter of credit, or other negotiable instrument.
      - After the PROPOSER is selected and contract details are sufficiently agreed upon, City will return all bid bonds except for the selected PROPOSER. The selected PROPOSER will have their bid bond returned after execution of the contract and submission of required sureties such as performance and payment bonds prior to beginning work. The City requires 40% to 50% depending on the amount of the contract negotiated. This is federally required as specified in the general provisions.
      - It is also understood and agreed that if the PROPOSER should withdraw any part or all of his proposal within ninety (90) days after the proposal opening without the written consent of the City, or refuse or be unable to enter into this contact, or refuse or be unable to furnish adequate and acceptable Performance & Payment Bonds or refuse or be unable to furnish adequate and acceptable insurance, he shall forfeit his bid security.
      - Bid Bonds and Performance & Payment Bonds must be executed by a surety company of recognized standing, and shall have a Best's rating of AVIII or better, and be authorized to do business in the State of California.

5. Insurance requirements.
   a. Ability to obtain insurance with coverage values that meet minimum requirements evidenced by a letter from an underwriter confirming that the PROPOSER can be insured for the amount required by the City.
   b. PROPOSER agrees to obtain, maintain and pay the premiums for the following types and amounts of insurance coverage for the entire term of the contract to insure against liabilities, claims, losses, or damages resulting from work required by the contract documents:
      a. Workers' Compensation Insurance as required by the State of California and endorsed to include Broad Form All States Coverage, which shall cover all proposer employees engaged in the performance of the work; and Employer's Liability with limits of not less than $1,000,000 each accident; $1,000,000 each employee by disease and $1,000,000 policy limit by disease;
      b. Business Automobile Liability Insurance covering claims for Bodily Injury or Property Damage, including onsite and off-site operations, and including owned, non-owned and hired vehicles with at least a $1,000,000 combined single limit of liability;
      c. Commercial General Liability Insurance covering claims that the PROPOSER or any of its employees, agents or sub-proposers become legally obligated to pay as damages due to Bodily Injury or Property Damage with limits of $1,000,000 each occurrence and $2,000,000 general aggregate. The policy shall include Products/Completed Operations; Contractual Liability; Personal Injury Liability and Broad Form Property Damage. If insurance is written on a claims-made form, coverage shall continue for a period of not less than 3 years following termination of this contract. Coverage shall also provide for a retroactive date of placement prior to the effective date of the contract.
      d. Umbrella Liability Insurance for an amount of not less than $5,000,000 per occurrence and in the aggregate that follows form and applies excess of the primary coverage stated in a, b & c above.
         1. The PROPOSER shall require its sub-proposers, if any, to obtain an amount of insurance coverage which is deemed adequate by the PROPOSER. The sub-proposers, prior to commencing any of the work, shall submit certificates evidencing such insurance coverage to the PROPOSER.
         2. The certificates of insurance will specify that the insurer will endeavor to provide a 30 day written notice to the City of cancellation of such insurance. Coverage provided is primary and is not in excess of or contributing with any insurance or self-insurance maintained by the City.
         3. The policies listed in (a) and (b) above will name the City as an Additional Insured. Proposer will supply proper certificates of insurance to the City prior to the commencement of the agreement and will furnish to the City certificates of insurance annually thereafter for the term of the agreement.
         4. All such insurance as indicated above shall be provided by insurance companies having a Best's rating of not less than AVIII.

6. Debarred, Suspended or Ineligible Contractors.

Firm certifies by submission of a response to the RFP that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded form participation in this transaction with Federal, State or local regulatory bodies/agencies.

**LIST OF ATTACHMENTS**

- Attachment A: Federal Transportation Authority Requirements
- Attachment B: Bidder Protest Policy and Procedures
- Attachment C: RC-DBE Forms
- Attachment D: Sample Professional Services Agreement

**ATTACHMENT "B"**
**CONTRACT NO. 1824**

# DESIGN-BUILD CONTRACT

THIS DESIGN-BUILD CONTRACT ("Contract") is made and entered into on this _____ day of _____ 20____ by and between the CITY OF SAN FERANNDO, a municipal corporation and general law city ("Owner") and _____("Design-Builder") pursuant to California Government Code Sections 37103 and 53060 by and between the following parties, for services in connection with the Project identified below.

**OWNER: CITY OF SAN FERNANDO**
**A Municipal Corporation**
**117 Macneil Street**
**San Fernando, California 91340**

**DESIGN-BUILDER: [NAME OF ENTITY HERE]**

**PROJECT: [PROJECT NAME AND NUMBER]**

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder agree as set forth herein.

## Article 1
## Scope of Work

1.1 Design-Builder shall perform all design and construction services, and provide all material, equipment, tools and labor, necessary to complete the Work described in and reasonably inferable from the Contract Documents, including but not limited to Exhibit "A" attached to this Contract and incorporated by reference. In addition, Design-Builder shall take all reasonable steps to protect from damage facilities and all personal property, equipment, furniture, furnishings and fixtures within the facilities at which Design-Builder is performing Work, including but not limited to preventing the intrusion of persons or things into the facilities.

## Article 2
## Contract Documents

2.1 The Contract Documents are comprised of the following:

2.1 .1 All written modifications, amendments and change orders to this Contract issued in accordance with the General Conditions of Contract Between Owner and Design-Builder ("General Conditions of Contract") attached hereto;

2.1.2 This Contract, including all exhibits and attachments, executed by Owner and Design-Builder;

2.1 .3 Written Supplementary Conditions, if any, to the General Conditions of Contract attached as Exhibit "B" and incorporated by reference;

2.1.4 The General Conditions of Contract;

2.1.5 Construction documents prepared and approved in accordance with Section 2.4 of the General Conditions of Contract;

2.1.6 Standard Specifications for Public Works Construction; latest edition.

## Article 3
## Interpretation and Intent

3.1 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the Contract Documents shall take precedence in the order in which they are listed in Section 2.1.

3.2 Except as otherwise provided herein, terms, words and phrases used in the Contract Documents, including this Contract, shall have the meanings given them in the General Conditions of Contract.

3.3 The Contract Documents form the entire Contract between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other Contracts have been made by the parties except as specifically stated in the Contract Documents.

## Article 4
## Ownership of Work Product

4.1 Property of Owner. All Design Documents prepared or furnished by or for Design- Builder or its Subcontractors or Design Consultants in connection with the Project's specific services shall be the property of Owner, whether or not the Project is completed, and all common law and statutory copyrights now held or acquired in the future by Design- Builder and its Subcontractors and Design Consultants in the design documents or in the design of the Project, or any portion of the Project, are hereby irrevocably assigned to Owner. Design-Builder and its Subcontractors and Design Consultants are hereby granted by Owner a limited license, revocable at any time by the Owner, to copy and use the design documents for the purposes of completing the Project only.

4.2 Delivery to Owner. Design-Builder shall deliver Design Documents to Owner as each phase of the services is completed, or the date this Contract is terminated for any reason prior to completion of all services. If this Contract is terminated for any reason, Owner and its agents, employees, representatives and assigns may use the Design Documents, in whole or in part, or in modified form, at Owner's sole discretion to complete the Project and without further employment of, or payment of further compensation to, Design-Builder or any third party.

4.3 Use by Design-Builder. Design-Builder shall not use the design documents, or any portion thereof (except for standard or generic construction details or details created by Design-Builder's Design Consultants prior to commencement of performance of their design services for the Project that are of a type and nature that are unique or original) other than in connection with the Project without the prior written approval of Owner, which approval may be granted or withheld in Owner's sole discretion.

4.4 Indemnity. To the fullest extent allowed by law, in the event Owner terminates this Contract pursuant to Article 8 hereof or General Conditions Section 11.2, Owner shall defend, indemnify and hold Design-Builder and its employees and agents harmless from and against any and all loss arising solely out of the Owner's misuse or modification of the Design Documents following such termination.

4.5 Official Submissions. Submissions or distribution of documents to meet official regulatory requirements or for other purposes in connection with the Project shall not be deemed as publication in derogation of copyrights or other reserved right

4.6 Inclusion in Contracts. Design-Builder shall include the provisions of Sections 4.1 through 4.6 of this Contract in all contracts it enters with its Subcontractors and Design Consultants and shall require such Subcontractors and Design Consultants to include such provisions in all contracts with lower tier Subcontractors and Design Consultants.

## **Article 5**
Contract Time

5.1 Date of Commencement. The Work shall commence within five (5) calendar days after Design-Builder's receipt of Owner's Notice to Proceed ("Date of Commencement") unless the parties mutually agree otherwise in writing.

5.2 Completion.

5.2.1 Completion of the Work shall be completed and ready for final inspection by Owner no later than_____ calendar days after the Design-Builder's receipt from the Owner of Notice to Proceed (hereinafter, the “Scheduled Completion Date”), which is the expiration date of this Contract. The Work shall not be finally

completed until such time as Owner, by action of the San Fernando City Council, accepts the Work and City thereafter issues a final Notice of Acceptance.

5.2.2 There may be interim milestones of identified portions of the Work as of the date of execution of this Contract. However, interim milestones shall be mutually agreed upon by Owner and Design-Builder.

5.2.3 Completion of the Work or identified portions of the Work shall be achieved as expeditiously as reasonably practicable.

5.2.4 All of the dates set forth in this Article 5 are collectively referred to as Contract Times or individually referred to as a Contract Time and shall be subject to adjustment in accordance with the General Conditions of Contract.

5.3 Time is of the Essence. Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

5.4 Damages. Design-Builder understands that if completion is not attained by the Scheduled Completion Date, Owner will suffer liquidated damages. Design-Builder agrees that if completion is not attained by fifteen (15) days after the Scheduled Completion Date (the LD Date), Design-Builder shall pay Two Thousand Five Hundred Dollars ($2500.00) as liquidated damages for each day that completion extends beyond the LD Date. The liquidated damages shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages, whether special or consequential, and of whatsoever nature incurred by Owner which are occasioned by any delay in achieving completion.

Design-Builder acknowledges and agrees that the foregoing damages have been set based on an evaluation by Owner of damages that it will incur in the event of late completion. Design-Builder and Owner agree that the amount of such damages is impossible to ascertain as of the date of execution hereof, and the parties have agreed to such Liquidated Damages to fix Design- Builder's costs and to avoid later disputes over which items are properly chargeable to Design-Builder. It is understood and agreed by Design-Builder that any Liquidated Damages payable pursuant to his Agreement are not a penalty and that such amounts are not manifestly unreasonable under the circumstances existing as of the date of execution of this Agreement. It is further mutually agreed that Owner shall have the right to deduct Liquidated Damages against progress payments or retainage and that the Owner will issue a unilateral deductive change order and will reduce the Contract Price accordingly. In the event the remaining unpaid Contract Price is insufficient to cover the full amount of Liquidated Damages, Design-Builder shall immediately remit payment to Owner, upon receipt of demand letter from Owner.

## Article 6
## Contract Price

Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract a sum not to exceed _____ Dollars ($ ) ("Contract Price"), subject to adjustments made in accordance with the General Conditions of Contract and based on the type of Work and number of City facilities on which Work is performed. Unless otherwise provided in the Contract Documents, the Contract Price is deemed to include all sales, use, consumer and other taxes mandated by applicable Legal Requirements.

## Article 7
## Payments

7.1 Progress Payments.

7.1 .1 Design-Builder shall submit to Owner on the last day of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance with Article 6 of the General Conditions of Contract.

7.1.2 Owner shall make payment within thirty (30) calendar days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the General Conditions of Contract, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the General Conditions of Contract.

7.2 Retainage on Progress Payments.

7.2.1 Owner will retain five percent (5%) of each Application for Payment.

7.2.2 Deposits in Lieu of Withholding Retainage.

7.2.2.1 Substitution of Securities. At the request and expense of Design-Builder, a substitution of securities may be made as found in Government Code Section 16430 and as authorized by the Public Contract Code Section 22300 in lieu of monies retained by Owner to ensure performance under the Contract Documents. Securities equivalent in value to the retention amount required by the Contract Documents for each Application for Payment shall be deposited by Design-Builder with a state or federally chartered bank in the State of California ("Escrow Agent"), which shall hold such securities pursuant to the escrow Contract until Final Payment is due in accordance with the Contract Documents. Securities shall be valued as often as conditions of the securities market warrant, but in no case less than once per month. Design-Builder shall deposit additional securities so that the

current market value of the total of all deposited securities shall be at least equal to the total required amount of retention.

7.2.2.2 Escrow Deposit. Alternatively to Paragraph 7.2.2.1 above, and at the request and expense of Design-Builder, Owner shall deposit retention directly with Escrow Agent. Design-Builder may direct the investment of such deposited retention into interest bearing accounts or securities, and such deposits or securities shall be held by Escrow Agent upon the same terms provided for securities deposited by Design- Builder.

7.2.2.3 Escrow Contract. A prerequisite to the substitution of securities in lieu of retention or the deposit of retention into escrow shall be the execution by Design-Builder, Owner and Escrow Agent of an Escrow Contract for Deposit of Securities in Lieu of Retention and Deposit of Retention form provided by Owner. The terms of such escrow Contract are incorporated into the requirements of Paragraph 7.2.2 of this Contract.

7.2.3 Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, pursuant to Section 6.6 of the General Conditions of Contract, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

7.3 Final Payment. Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions of Contract. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment within thirty (30) calendar days after Owner's receipt of the Final Application for Payment, provided that Design-Builder has satisfied the requirements for final payment set forth in Section 6.7.2 of the General Conditions of Contract.

7.4 Record Keeping and Finance Controls. With respect to changes in the Work performed on a cost basis by Design-Builder pursuant to the Contract Documents, Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of three (3) years after Final Payment, Owner and Owner's Auditor or his representatives be afforded access from time to time, upon reasonable notice, to Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to changes in the Work performed on a cost basis in accordance with the Contract Documents, all of which Design-Builder shall preserve for a period of three (3) years after Final Payment.

## Article 8
## Termination for Convenience

8.1 On ten (10) business days prior notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate this Contract. In such event, Owner shall pay Design-Builder for the following:

8.1.1 All Work executed for which Design-Builder has not yet been paid and for proven loss, cost or expense in connection with the Work but excluding overhead; and

8.1.2 The reasonable costs and expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors and Design Consultants.

8.2 If Owner terminates this Contract pursuant to Section 8.1 above and proceeds to design and construct the Project through its employees, agents or third parties, Owner's rights to use the Work Product shall be as set forth in Article 4 hereof.

8.3 Written notice shall be give as to termination as to the notice provisions in this contract.

## Article 9
## Representatives of the Parties

9.1 Owner's Representatives.

9.1.1 Owner designates the individual listed below as its Senior Representative ("Owner's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract:

[insert name]

9.1.2 Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 3.4 of the General Conditions of Contract:

[insert name]
City of San Fernando
a municipal corporation
117 Macneil Street
San Fernando, California 91340

As of the date of execution of this Contract, Owner has not designated any other representatives. All duties of the Owner's Representative shall be performed by the Owner's Senior Representative unless and until an Owner's Representative is designated by the Owner.

9.2 Design-Builder's Representatives.

9.2.1 Design-Builder designates the individual listed below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract:

Insert name

9.2.2 Design-Builder designates the individual listed below as its Design-Builder's Representative, which individual has the authority and responsibility set forth in Section
2.1.1 of the General Conditions of Contract:

Insert name

As of the date of execution of this Contract, Design-Builder has not designated any other representatives. All duties of the Design-Builder's Representative shall be performed by the Design-Builder's Senior Representative unless and until an Owner's Representative is designated by the Owner.

## Article 10
## Bonds and Insurance

10.1 Insurance. As a condition precedent to the effectiveness of this Contract, Design- Builder shall procure and maintain at Design-Builder's expense for the duration of this Contract from insurance companies that are admitted to write insurance in California or from authorized non-admitted insurance companies that have ratings of or equivalent to A:VIII by A.M. Best Company the following insurance:

(a) Commercial general liability insurance equivalent in scope to ISO form CG 00 01 11 85 and that does not exclude coverage for liability resulting from XCU (explosion, underground, and collapse) perils, cross liability protection, sudden and accidental pollution and cleanup liability, mobile equipment, and products and completed operations liability naming the City of San Fernando, and their officials, employees, and agents as additional insureds on a form equivalent in coverage

scope to ISO CG 20 1O 11 85 from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out activities performed by or on behalf of the Design-Builder in an amount not less than One Million Dollars (US $1,000,000) per occurrence and Two Million Dollars (US $2,000,000) in general aggregate.

(b) Workers' compensation coverage as required by the California Labor Code and Employer's liability insurance with minimum limits of One Million Dollars (US $1,000,000) per accident or occupational illness. The policy shall be endorsed with a waiver of the insurer's right of subrogation against the City of San Fernando, and their officials, employees, and agents.

(c) Professional liability or errors and omissions insurance in an amount not less than One Million Dollars ($1,000,000) per claim.

(d) Commercial automobile liability insurance (equivalent in scope to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an amount not less than Five Hundred Thousand Dollars ($500,000) combined single limit per accident.

(e) Excess liability insurance on a following form basis insurance applicable to the coverage provided in 10.1(a), 10.1(c), and 10.1(d), including, but not limited to, additional insured coverage for the coverage provided in 10.1(a) and 10.1(d), in an amount not less than Five Million Dollars ($5,000,000) per claim and in aggregate.

Any self-insurance program, self-insured retention, or deductible must be separately approved in writing by Owner's Risk Manager or designee and shall protect Owner, its officials, employees and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention or deductible provisions. Each insurance policy shall be endorsed to state that coverage shall not be reduced, non-renewed, or canceled except after thirty (30) calendar days prior written notice to Owner, and shall be primary and not contributing to any other insurance or self-insurance maintained by Owner, and shall be endorsed to state that coverage maintained by Owner shall be excess to and shall not contribute to insurance or self-insurance maintained by Design-Builder. Design-Builder shall notify the Owner in writing within five (5) calendar days after any insurance required herein have been voided by the insurer or cancelled by the insured.

Claims-made" policies are not acceptable unless City Risk Manager determines that "Occurrence" policies are not available in the market for the risk being insured. If a "Claims-made" policy is accepted, it must provide for an extended reporting period of not less than three (3) years, commencing on the date this Contract expires or is terminated, unless Design-Builder guarantees that Design-Builder will provide the Owner evidence of uninterrupted, continuing coverage for a period of not less than three (3) years commencing on the date this Contract expires or is terminated.

Design-Builder shall require any contractors and subcontractors (of all tiers) which Design-Builder may use in the performance of this Contract shall be required to maintain insurance in compliance with the provisions of this Article 10 and to indemnify the Owner the same extent as Design-Builder.

Prior to the start of performance, Design-Builder shall deliver to Owner certificates of insurance and required endorsements for approval as to sufficiency and form. The certificate and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. In addition, Design- Builder shall, within thirty (30) days prior to expiration of the insurance required herein, furnish to Owner certificates of insurance and endorsements evidencing renewal of such insurance. Owner reserves the right to require complete certified copies of all policies of Design-Builder and Design-Builder's contractors and subcontractors, at any time. Design-Builder shall make available to Owner's Risk Manager or designee all books, records and other information relating to the insurance coverage required herein, during normal business hours.

Any modification or waiver of the insurance requirements herein shall only be made with the approval of Owner's Risk Manager or designee. Nor more frequently than once a year, the Owner's Risk Manager or designee may require that Design-Builder, Design-Builder's contractors and subcontractors change the amount, scope or types of coverages required herein if, in his or her sole opinion, the amount, scope, or types of coverages herein are not adequate. Any additional cost resulting from a change in insurance requirements will be compensable as a change under Article 9 of the General Conditions.

The procuring or existence of insurance shall not be construed or deemed as a limitation on liability relating to Design-Builder's performance or as full performance of or compliance with the indemnification provisions of this Contract.

10.2 Builder's Risk Property Insurance.

10.2.1 Design-Builder shall procure and maintain from insurance companies authorized to do business in the state in which the Project is located builder's risk property insurance upon the entire Project to the full insurable value of the Project, including professional fees, overtime premiums and all other expenses incurred to replace or repair the insured property. The property insurance obtained by Design-Builder shall include as additional insureds the interests of Owner, Design-Builder, Design Consultants, Subcontractors, and shall insure against perils of fire and extended coverage, theft, vandalism, malicious mischief, collapse, flood, earthquake debris removal and other perils or causes of loss as called for in the Contract Documents. The property insurance shall include physical loss or damage to the Work,

including materials and equipment in transit, at the Site or at another location as may be indicated in Design-Builder's Application for Payment and approved by Owner.

10.2.2 Unless the Contract Documents provide otherwise, Design-Builder shall procure and maintain boiler and machinery insurance that will include the interests of Owner, Design-Builder, Design Consultants, Subcontractors and Sub-Subcontractors.

10.2.3 Prior to Design-Builder commencing any Work, Design-Builder shall provide Owner with certificates evidencing that (i) all property insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect until Design-Builder has completed all of the Work and has received final payment from Owner and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) calendar days prior written notice is given to Design-Builder.

10.2.4 Any loss covered under Property Insurance shall be adjusted with Owner and Design-Builder and made payable to Owner as trustees for the insureds as their interests may appear. All insurance proceeds received as a result of any loss will be placed in a separate account and distributed in accordance with such agreement as the interested parties may reach. Any disagreement concerning the distribution of any proceeds will be resolved in accordance with Article 10 hereof.

10.2.5 Owner and Design-Builder waive against each other and Owner's separate contractors, Design Consultants, Subcontractors, agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. Design-Builder and Owner shall, where appropriate, require similar waivers of subrogation from Owner's separate contractors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts.

10.3 Bonds. Design-Builder shall, coincidentally with the execution of this Contract, execute and deliver to the Owner a good and sufficient corporate surety bond, in the form attached as Exhibit "C", in the amount of one hundred percent (100%) of the Contract Price, conditioned on the faithful performance of this Contract by Design-Builder, and a good and sufficient corporate surety bond, in the form attached as Exhibit "D" in the amount of one hundred percent (100%) of the Contract Price, conditioned on the payment of all labor and material claims incurred in connection with this Contract.

## Article 11
## Other Provisions

11.1 Taxes and Reporting.

11.1.1 As required by federal and state law, Owner is obligated to report the payment of compensation to Design-Builder on Form 1099-Misc. Design-Builder shall

be solely responsible for payment of all federal and state taxes resulting from payments under this Contract.

11.1.2 Design-Builder shall cooperate with the City in all matters relating to taxation and the collection of taxes, particularly with respect to the self-accrual of use tax. Design-Builder shall cooperate as follows: (i) for all leases and purchases of materials, equipment, supplies, or other tangible personal property totaling over $100,000 shipped from outside California, Design-Builder shall complete and submit to the appropriate governmental entity the application forms for a Use Tax Direct Payment Permit contained in Exhibit "E" attached hereto; and (ii) for construction contracts and subcontracts totaling $5,000,000 or more, Design-Builder shall obtain a sub-permit from the State Board of Equalization for the work site. In completing these forms, Design-Builder shall use the address of the work site as its business address and may use any address for its mailing address. Copies of these forms shall also be delivered to the City Engineer. These forms must be submitted as soon as Design-Builder receives a Notice to Proceed. Design- Builder shall not order any materials, equipment, supplies or other tangible personal property over $100,000 from vendors outside California until these forms are submitted and, if Design-Builder does so, it shall be a material breach of this Contract. Design- Builder shall insert this language in all subcontracts for the Project. Design-Builder shall not be entitled to and hereby waives any claim or damages for delay against the Owner if Design-Builder does not timely submit these forms to the appropriate governmental entity. Design-Builder may contact the City Controller at 562/570-6450 for assistance with these forms.

11.1.3 In addition, Design-Builder shall make all purchases from its vendors' San Fernando sales office if its vendors have a San Fernando office. All purchases under this Contract by Design-Builder and its subcontractors which are subject to use tax of $500,000 or more shall be allocated to the City of San Fernando. If Design-Builder fails to comply with this Section, it shall be a material breach of this Contract.

11.2 Proiect Labor Agreement. This Project is covered by a Citywide Project Labor Agreement ("PLA") entered into by the City of San Fernando with the Los Angeles/Orange Counties Building and Construction Trades Council and the signatory Craft Unions. The PLA contains a local hiring goal of 40%, calculated based on total hours worked. The local hire provision requires best efforts to utilize qualified workers residing in first tier zip codes (which include all of the City of San Fernando), then in second tier zip codes (which reflect the Gateway Cities), and finally in Los Angeles and Orange Counties. Design- Builder shall complete and deliver to City the form ("Letter of Assent") attached hereto as Exhibit "F" and incorporated by reference, to comply with the PLA.

11.3 Audit. If payment of any part of the consideration for this Contract is made with federal, state, or county funds and a condition to the use of those funds by Owner is a requirement that the Owner render an accounting or otherwise account for said funds, then Owner, the U.S. Department of Housing and Urban Development, and the U.S. Comptroller General shall have the right at all reasonable times to examine, audit,

make excerpts and transcriptions from any books, records, documents, and papers of Design- Builder that are directly pertinent to this Contract. Design-Builder must retain all books, records, documents, and papers that are directly pertinent to this Contract for *five* (5) years after Owner makes final payment.

11.4 No Peculiar Risk. Design-Builder acknowledges and agrees that the work to be performed hereunder does not constitute a peculiar risk of bodily harm and that no special precautions are required to perform said work.

11.5 No Duty to Inspect. No language in this Contract shall create and Owner shall not have any duty to inspect, correct, warn of, or investigate any conditions arising from Design-Builder's work hereunder, or to insure compliance with laws, rules or regulations relating to said work. If Owner does inspect or investigate, the results thereof shall not be deemed compliance with or a waiver of any requirements of the Contract Documents.

11.6 Nondiscrimination. In connection with performance of this Contract and subject to applicable rules and regulations, Design-Builder shall not discriminate against any employee or applicant for employment on the basis of race, religion, national origin, color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap, or disability. Design-Builder shall ensure that applicants are employed, and that employees are treated during their employment without regard to these bases. Such actions shall include but not be limited to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. It is the policy of the Owner to encourage the participation of Disadvantaged, Minority and Women-owned Business Enterprises and the Owner encourages Design-Builder to use its best efforts to carry out this policy in the award of all subcontracts.

Pursuant to San Fernando Code Section 2-773 a violation of this section will be a material breach.

11.7 [Reserved – No Text]

11.8 Default. Default shall include but not be limited to Design-Builder's failure to perform in accordance with the Plans and Specifications, failure to comply with any Contract Document, failure to pay any penalties, fines or charges assessed against the Design-Builder by any public agency, failure to pay any charges or fees for municipal services performed by the Owner, and if Design-Builder has substituted any security in lieu of retention, then default shall also include Owner's receipt of a stop notice. If default occurs and Design-Builder has substituted any security in lieu of retention, then in addition to Owner's other legal remedies, Owner shall have the right to draw in the security in accordance with Public Contract Code Section 22300 and without further notice to Design-Builder. If default occurs and Design-Builder has not substituted any security in lieu of retention, then Owner shall have all legal remedies available to it.

11.9 No Political Purpose. Design-Builder shall not use any Community Development Block Grant funds, if any, received under this Contract for political campaign contributions, promotion of political candidates, or any other political purpose.

In executing this Contract, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Contract, and each has the necessary corporate approvals to execute this Contract, and perform the services described herein.

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

**CONSULTANT**:

**CITY**:
CITY OF SAN FERNANDO
A MUNICIPAL CORPORATION
117 Macneil Street
San Fernando, CA 91340

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

**OWNER:**

CITY OF SAN FERNANDO,
A Municipal Corporation,

By_____

**DESIGN BUILDER: CNG**

By_____

Name_____

Title_____

Date:_____

# EXHIBIT A

## SCOPE OF WORK

### 3. SCOPE OF PROJECT

The City is looking to the firms to present the best approach/design to meet the requirements below. The required Phases 1 Scope of Work includes but is not limited by the following list:

'

# EXHIBIT B

## GENERAL CONDITIONS

**GENERAL CONDITIONS OF**

**CONTRACT**

### Article 1

### General

**1.1 Mutual Obligations**

Owner and Design-Builder commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

**1.2 Basic Definitions**

**1.2.1** Day or Days shall mean calendar days unless otherwise specifically noted In the Contract Documents.

**1.2.2** Design Consultant is a qualified, licensed design professional who is not an employee of Design-Builder, but is retained by Design-Builder, or employed or retained by anyone under contract with Design-Builder or Subcontractor, to furnish design services required under the Contract Documents.

**1.2.3** Design Documents are all drawings, specifications and calculations prepared by the Design-Builder, its Design Consultants or Subcontractors, in the performance of this Contract whether prepared before or after the execution of this Contract.

**1.2.4** Final Completion is the date when the Design-Builder has completed all of the obligations of the Contract Including the satisfactory completion of all punch list items, and furnishing to the Owner all items required by Section 6.7.2.

**1.2.5** Hazardous Conditions are any materials, wastes, substances and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements.

**1.2.6** Legal Requirements are all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

**1.2.7** Site is the land or premises on which the Project is located.

**1.2.B** Subcontractor is any person or entity retained by Design-Builder as an independent contractor to perform a portion of the Work and shall Include materialmen and suppliers.

**1.2.9** Sub-Subcontractor is any person or entity retained by a Subcontractor as an independent contractor to perform any portion of a Subcontractor's Work and shall Include materialmen and suppliers.

**1.2.10** Substantial Completion is the date on which the Work, or an agreed upon portion of the Work, Is sufficiently complete so that Owner can occupy and use the Project or a portion thereof for Its Intended purposes.

**1.2.11** Work Is comprised of all Design-Builder's design, construction and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services and labor reasonably Inferable from the Contract Documents.

### Article 2

### Design-Builder's Services and Responsibilities

**2.1 General Services**

**2.1.1** Design-Builder's Representative shall be reasonably available to Owner and shall have the necessary expertise and experience required to supervise the Work. Design-Builder's Representative shall communicate regularly My with Owner and shall be vested with the authority to act on behalf of Design-Builder. Design-Builder's Representative may be replaced only with the mutual agreement of Owner and Design-Builder.

**2.1.2** Design-Builder shall provide Owner with a monthly status report detailing the progress of the

Work, including whether (i) the Work is proceeding according to schedule, (ii) discrepancies. conflicts, or ambiguities exist inthe Contract Documents that require resolution, (iii) health and safety issues exist in connection with the Work, and {iv) other items require resolution so as not to Jeopardize Design-Builder's ability to complete the Work for the Contract Price and within the Contract Times.

**2.1.3** Design-Builder shall prepare and submit, at least three (3) days prior to the meeting contemplated by Section 2.1.4 hereof, a schedule for the execution of the Work for Owner's review and response. The schedule shall indicate the dates for the start and completion of the various stages of Work, including the dates when Owner information and approvals are required to enable Design-Builder to achieve the Contract Times. The schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Design-Builder of its obligations to complete the Work within the Contract Times, as such dates may be adjusted In accordance with the Contract Documents. Owner's review of and response to the schedule shall not be construed as relieving Design-Builder of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

**2.1.4** The parties will meet within seven (7) days after execution of the Contract to discuss issues affecting the administration of the Work and to implement the necessary procedures, including those relating to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

**2.2 Design Professional Services**

Design-Builder shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals employed by Design-Builder, or procured from qualified, independent licensed Design Consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design-Builder to complete the Work consistent with the Contract Documents. Nothing in the Contract Documents is Intended or deemed to create any legal or contractual relationship between Owner and any Design Consultant.

**Standard of Care for Design Professional Services**

The standard of care for all design professional services performed to execute the Work shall be the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project. Notwithstanding the preceding sentence, in the event that the Contract Documents specify that portions of the work be performed In accordance with a specific performance standard, the design services shall be performed so as to achieve such standards.

**2.3 Design Development Services**

**2.3.1** Design-Builder and Owner shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that Owner may wish to review, which interim design submissions may include design criteria, drawings, diagrams and specifications setting forth the Project requirements. On or about the time of the scheduled submissions, Design- Builder and Owner shall meet and confer about the submissions, with Design-Builder identifying during such meetings, among other things, the evolution of the design and any significant changes or deviations from the Contract Documents, or, if applicable, previously submitted design submissions. Minutes of the meetings wlll be maintained by Design-Builder and provided to all attendees for review. Following the design review meeting, Owner shall review and approve the interim design submissions In a time that is consistent with the turnaround times set forth in Design-Builder's schedule.

**2.3.2** Design-Builder shall submit to Owner Contract Documents setting forth In detail drawings and specifications describing the requirements for construction of the Work. The Contract Documents shall be consistent with the latest set of interim design submissions, as such submissions may have been. modified in a design review meeting. The parties shall have a design review meeting to discuss, and Owner shall review and approve, the Contract Documents in accordance with the procedures set forth Section 2.4.1 above. Design- Builder shall proceed with construction In accordance with the approved Contract Documents and shall submit one set of approved Contract

Documents to Owner prior to commencement of construction.

**2.4.3** Owner's review and approval of Interim design submissions and the Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work With the exception of the existing pile capacities, neither Owner's review nor approval of any interim design submissions and Construction Documents shall be deemed to transfer any design liability from Design- Builder to Owner.

**2.4.4** To the extent not prohibited by the Contract Documents or Legal Requirements, Design-Builder may prepare interim design submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

### 2.5 Legal Requirements

**2.5.1** Design-Builder shall perform the Work In accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

**2.5.2** The Contract Price and/or Contract Times shall be adjusted to compensate Design-Builder for the effects of any changes in the Legal Requirements enacted after the date of the Contract affecting the performance of the Work, or if a Guaranteed Maximum Price is established after the date of the Contract, the date the parties agree upon the Guaranteed Maximum Price. Such effects may include, without limitation, revisions Design-Builder is required to make to the Construction Documents because of changes In Legal Requirements.

### 2.6 Government Approvals and Permits

**2.6.1** Except as identified In an Owner's Permit List attached as an exhibit to the Contract, Design-Builder shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project.

**2.6.2** Design-Builder shall provide reasonable assistance to Owner in obtaining those permits, approvals and licenses that are Owner's responsibility.

### 2.7 Design-Builder's Construction Phase Services

**2.7.1** Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor, Design-Builder shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, · start-up, material, equipment. machinery, temporary utilities and other temporary facilities to permit Design-Builder to complete construction of the Project consistent with the Contract Documents.

**2.7.2** Design-Builder shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Design-Builder shall at all limes exercise complete arid exclusive control over the means, methods, sequences and techniques of construction.

**2.7.3** Design-Builder shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Owner may reasonably object to Design-Builder's selection of any Subcontractor, provided that the Contract Price and/or Contract Times shall be adjusted to the extent that Owner's decision impacts Design-Builder's cost and/or time of performance.

**2.7.4** Design-Builder assumes responsibility for and shall ensure the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents Is intended or deemed to create any legal or contractual relationship between Owner and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

**2.7.5** Design-Builder shall coordinate the activities of all Subcontractors. Owner performs other work on the Project or at the Site with separate contractors under Owner's control, Design-Builder shall reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

**2.7.6** Design-Builder shall keep the Site reasonably free from debris, trash and construction wastes to permit Design-Builder to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Design-Builder shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Owner to occupy the Project or a portion of the Project for its intended use.

### 2.8 Design-Builder's Responsibility for Project Safety

**2.8.1** Design-Builder recognizes the importance of performing the Work In a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, Including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto. Design-Builder shall implement and monitor all safety precautions and programs related to the performance of the Work. Design-Builder shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, Design-Builder's Safety Representative shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety. The Safety Representative shall make routine dally Inspections of the Site and shall hold weekly safety meetings with Design-Builder's personnel, Subcontractors and others as applicable.

**2.8.2** Design-Builder and Subcontractors shall comply with all Legal Requirements relating to safety. Design-Builder will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Owner's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

**2.8.3** Design-Builder's responsibility for safety under this Section 2.8 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injury, losses, damages or accidents resulting from their performance of the Work.

### 2.9 Design-Builder's Warranty

Design-Builder warrants to Owner that the design shall be performed in accordance with the Contract Documents and that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified In the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. Design-Builder's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work by persons other than Design-Builder or anyone for whose acts Design- Builder may be liable. Nothing In this warranty is intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this Section 2.9 or the Contract Documents. Design-Builder will provide Owner with all manufacturers' warranties upon Substantial Completion.

### 2.10 Correction of Defective Work

**2.10.1** Design-Builder shall correct any Work that does not conform to the Contract Documents, including that part of the Work subject to Section 2.9 hereof, within a period of one year from the date of Substantial Completion of the Work or any portion of the Work, or within such longer period to the extent required by the Contract Documents.

**2.10.2** Design-Builder shall, within seven (7) days after receipt of notice from Owner that the Work does not conform to the Contract Documents, take meaningful steps to commence correction of such nonconforming Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If Design-Builder fails to commence the necessary steps within such seven (7) day period, Owner, in addition to any other remedies provided under the Contract

Documents, may provide Design-Builder with

notice that Owner will commence correction of such nonconforming Work with its own forces. If Owner does perform such corrective Work, Design-Builder shall pay for all reasonable costs incurred by Owner in performing such correction. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) day periods identified herein shall be deemed Inapplicable.

**2.10.3** The one year period referenced In Section 2.10.1 above applies only to Design-Builder's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies Owner may have regarding Design-Builder's other obligations under the Contract Documents.

### 2.11 Design-Builder's Compliance with Prevailing Wage Laws

Design-Builder shall cause all work performed in connection with construction of the Work to be performed in compliance with all applicable federal and state labor standards, including the prevailing wage provisions of sections 1770 *et seq.* of the California Labor Code. Design-Builder shall indemnify, defend and hold the City of San Fernando, Its Boards, Commissions, and their officials, employees and agents ('Indemnified Parties') harmless from any and all claims, causes of action or liabilities that may be asserted against or incurred by Indemnified Parties with respect to or in any way

·arising from the Work's compliance with or failure to comply with applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code section 1770 et seq.

Design-Builder agrees that all public work (as defined in California Labor Code section 1720) performed pursuant to the Contract Documents shall comply with the requirements of California Labor Code sections 1770 et *seq.*

### 2.12 Department of Industrial Relations (DIR) Compliance

**2.12.1** The Project is a public work and subject to the following:

**.1** No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of .Industrial Relations ('DIR') pursuant to California Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under California Labor Code section 1771.1(a)J.

**.2** No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the DIR pursuant to California Labor Code section 1725.5.

**2.12.2** The Project is subject to compliance monitoring and enforcement by the DIR. Contractors and subcontractors are further cautioned that certified payrolls shall be submitted electronically directly to the DIR.

## Article 3

## Owner's Services and Responsibilities

### 3.1 Duty to Cooperate

**3.1.1** Owner shall, throughout the performance of the Work, cooperate with Design-Builder and perform its responsibilities, obligations and services in a timely manner to facilitate Design-Builder's timely and efficient performance of the Work and so as not to delay or interfere with Design-Builder's performance of its obligations under the Contract Documents.

**3.1.2** Owner shall provide timely reviews and approvals of Interim design submissions and · Construction Documents consistent with the turnaround times set forth in Design-Builder's schedule.

### 3.2 Owner's Representative

Owner's Representative shall. provide Owner-supplied information and approvals in a timely manner to permit Design-Builder to fulfill Its obligations under the Contract Documents. Owner's Representative shall also provide Design-Builder with prompt notice If It observes any failure on the part of Design-Builder to fulfill its contractual

obligations, including any errors, omissions or defects in the performance of the Work.

**3.3 Government Approvals and Permits**

**3.3.1** Owner shall provide reasonable assistance to Design-Builder in obtaining those permits, approvals and licenses that are Design-Builder's responsibility.

**3.4 Owner's Separate Contractors**

**3.4.1** Owner is responsible for all work performed on the Project or at the Site by separate contractors under Owner's control. Owner shall contractually require its separate contractors to cooperate with, and coordinate their activities so as not to interfere with, Design-Builder In order to enable Design- Builder to timely complete the Work consistent with the Contract Documents.

## Article 4

## Hazardous Conditions and Differing Site Conditions

**4.1 Hazardous Conditions**

**4.1.1** Unless otherwise expressly provided In the Contract Documents to be part of the Work, Design- Builder is not responsible for any Hazardous Conditions encountered at the Site. Upon encountering any Hazardous Conditions, Design- Builder will stop Work immediately in the affected area and Immediately notify Owner within 12 hours and, If required by Legal Requirements, all government or quasi-government entities with jurisdiction over the Project or Site.

**4.1.2** Upon receiving notice of the presence of suspected Hazardous Conditions, Owner shall take the necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless. Such necessary measures shall Include retaining qualified independent experts to ascertain whether Hazardous Conditions have actually been encountered, and, if they have been encountered, prescribe the remedial measures that Owner must take either to remove the Hazardous Conditions or render the Hazardous Conditions harmless.

**4.1.3** Design-Builder shall be obligated to resume Work at the affected area of the Project only after Owner's expert provides Design-Builder with written certification that (i) the Hazardous Conditions have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or Site.

**4.1.4** Design-Builder will be entitled, in accordance with these General Conditions of Contract, to an adjustment in its Contract Price and/or Contract Time to the extent Design-Builder's cost and/or time of performance have been adversely Impacted by the presence of Hazardous Conditions.

**4.1.5** To the fullest extent permitted by law, Owner shall Indemnify, defend and hold harmless Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly for any of them, and their officers, directors, employees and agents, from and against any and all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from the presence, removal or remediation of Hazardous Conditions at the Site.

**4.1.6** Notwithstanding the preceding provisions of this Section 4.1, Owner Is not responsible for Hazardous Conditions Introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable. Design-Builder shall Indemnify, defend and hold harmless Owner and Owner's officers, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable.

**4.2 Differing Site Conditions**

**4.2.1** Concealed or latent physical conditions or subsurface conditions at the Site that (I) materially differ from the conditions indicated in the Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as Inherent in the Work are collectively referred to herein as "Differing Site Conditions.' If Design-Builder encounters a Differing Site Condition, Design-Builder will be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design- Builder's cost and/or time of performance are adversely impacted by the Differing Site Condition.

**4.2.2** Upon encountering a Differing Site Condition, Design-Builder shall provide prompt notice to Owner of such condition, which notice shall not be later than fourteen (14) days after a Differing Site condition has been encountered. Design-Builder shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

## Article 5

## Insurance and Bonds

**5.1 Design-Builder's Insurance Requirements**

**5.1.1** Design-Builder's liability Insurance set forth in the Contract shall specifically delete any design- build or similar exclusions that could compromise coverages because of the design-build delivery of the Project.

**5.1.2** Any professional liability Insurance shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build delivery of the Project. Such policies shall be provided prior to the commencement of any design services hereunder.

## Article 6

## Payment

**6.1 Schedule of Values**

Within ten (10) days after execution of the Contract, Design-Builder shall submit for Owner's review and approval a schedule of values for all of the Work. The Schedule of Values will (i) subdivide the Work Into Its respective parts, (ii) include values for all Items comprising the Work and (Iii) serve as the basis for monthly progress payments made to Design-Builder throughout the Work.

**6.2 Monthly Progress Payments**

**6.2.1** On or before the date established in the Contract Design-Builder shall submit for Owner's review and approval its Application for Payment requesting payment for all Work performed as of the date of the Application for Payment. The Application for Payment shall be accompanied by all supporting documentation required by the Contract Documents and/or established at the meeting required by Section 2.1.4 hereof.

**6.2.2** The Application for Payment may request payment for equipment and materials not yet incorporated into the Project, provided that (i) Owner is satisfied that the equipment and materials are suitably stored at either the Site or another acceptable location, (ii) the equipment and materials are protected by suitable insurance and (iii) upon payment, Owner will receive the equipment and materials free and clear of all liens and encumbrances.

**6.2.3** The Application for Payment shall constitute Design-Builder's representation that the Work has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that tiHe to all Work will pass to Owner free and clear of all claims, liens, encumbrances, and security Interests upon the incorporation of the Work into the Project, or upon Design-Builder's receipt of payment, whichever occurs earlier.

**6.3 Withholding of Payments**

**6.3.1** On or before the date established in the Contract, Owner shall pay Design-Builder all amounts properly due. If Owner determines that Design-Builder is not entitled to all or part of an Application for Payment, it will notify Design-Builder In writing at least five (5) days prior to the date payment is due. The notice shall indicate the

specific amounts Owner intends to withhold, the reasons and contractual basis for the withholding, and the specific measures Design-Builder must take to rectify Owner's concerns. Design-Builder and Owner will attempt to resolve Owner's concerns prior to the date payment is due. If the parties cannot resolve such concerns, Design-Builder may pursue Its rights under the Contract Documents, Including those under Article 1O hereof.

**6.3.2** Except for stop notices and for amounts withheld pursuant to the California Labor Code, the Owner will notify Design-Builder when the Owner receives any third party claims relating to this Contract, in accordance with Section 9201 of the Public Contract Code.

**6.3.3** Notwithstanding anything to the contrary in the Contract Documents, Owner shall pay Design-Builder all undisputed amounts In an Application for Payment within the times required by the Contract.

### 6.4 Right to Stop Work and Interest

If Owner fails to pay Design-Builder any amount that becomes due, Design-Builder, in addition to all other remedies provided in the Contract Documents, may stop Work pursuant to Section 11.3 hereof. All payments due and unpaid shall bear interest at the rate of 10% per annum.

### 6.5 Design-Builder's Payment Obligations

Design-Builder will pay Design Consultants and Subcontractors, In accordance with its contractual obligations to such parties, all the amounts Design- Builder has received from Owner on account of their work. Design-Builder will impose similar requirements on Design Consultants and Subcontractors to pay those parties with whom they have contracted. Design-Builder will indemnify and defend Owner against any claims for payment and mechanic's liens as set forth in Section 7.1hereof.

### 6.6 Substantial Completion

**6.6.1** Design-Builder shall notify Owner when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is substantially complete. Within five (5) days after Owner's receipt of Design-Builder's notice, Owner and Design-Builder will jointly inspect such Work to verify that it is substantially complete in accordance with the requirements of the Contract Documents. If such Work is substantially complete, Owner shall prepare and issue a Certificate of Substantial Completion that will set forth (I) the date of Substantial Completion of the Work or portion thereof, (Ii) the remaining items of Work that have to be completed before final payment, (iii) provisions (to the extent not already provided in the Contract Documents) establishing Owner's and Design· Builder's responsibility for the Project's security, maintenance, utilities and insurance pending final payment and (Iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.

**6.6.2** Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to the reasonable value of all remaining or incomplete Items of Work as noted in the Certificate of Substantial Completion.

**6.6.3** Owner, at Its option, may use a portion of the Work which has been determined to be substantially complete provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Section 6.6.1 above, (Ii) Design-Builder and Owner have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (iii) Owner and Design-Builder agree that Owner's use or occupancy will not interfere with Design-Builder's completion of the remaining Work.

### 6.7 Final Payment

**6.7.1** After receipt of a Final Application for Payment from Design-Builder, Owner shall make final payment by the time required in the Agreement,

provided that Design-Builder has completed all of the Work in conformance with the Contract Documents.

**6.7.2** At the time of submission of its Final Application for Payment, Design-Builder shall provide the following information:

**.1** an affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or Incurred for or in connection with the Work which will in any way affect Owner's interests;

**.2** a general release executed by Design- Builder waiving, upon receipt of final payment by Design-Builder, all claims, except those claims previously made In writing to Owner and remaining unsettled at the time of final payment;

**.3** consent of Design-Builder's surety, if any, to final payment;

**.4** all operating manuals, warranties and other deliverables required by the Contract Documents; and

**.5** certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.

**.6** As-built Record Drawings completed in accordance with the Owner's standards.

**6.7.3** Upon making final payment, Owner waives all claims against Design-Builder except claims relating to (i) Design-Builder's failure to satisfy its payment obligations, If such failure affects Owner's interests, (ii) Design-Builder's failure to complete the Work consistent with the Contract Documents, including defects appearing after Substantial Completion, (iii) the terms of any special warranties required by the Contract Documents, and (or) Design-Builder's negligence.

## Article 7

## Indemnification

### 7.1 General

The Design-Builder shall indemnify, hold harmless, and protect City, its Boards, Commissions, and their officials, employees and agents ('Indemnified Parties") 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, but not limited to, 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 Inconnection with, resulting from or related to, or claimed to be arising from the Contract or the Work performed by Design-Builder, or any of its officers, agents, employees, subcontractors of any tier, material suppliers, 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 Indemnified Party Including, but not limited to, liability arising from:

**(1)** Bodily or personal injury, emotional injury, sickness or disease, or death to any persons;

(2) Damage to property, including property under the care and custody of City;

(3) Civil fines or penalties;

(4) Any dangerous, hazardous, unsafe or defective condition of, in or on the Work site, of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use or occupation of the Work site by Design-Builder, its officers, agents, employees or subcontractors;

(5) Any operation conducted upon or any use or occupation of the Work site by Design-Builder, Its officers, agents, employees, or subcontractors under or pursuant to the provisions of the Contract or otherwise;

(6) Any act, omission or negligence of Design- Builder, its officers, agents, employees, or subcontractors;

(7) Infringement of any patent rights, licenses, copyrights or Intellectual property which may be brought against the Design-Builder or City arising out of Design-Builder's Work, for which the Design- Builder is responsible;

(8) Any and all claims against City seeking compensation for labor performed or materials used or furnished to be used In the Work or alleged to have been furnished, including all incidental or consequential damages resulting to City from such claims;

(9) Failure to comply with any applicable law, statute, code, ordinance, regulation, permit, or orders, including, without limitation, all applicable federal and state labor standards, including the prevailing wage provisions of sections 1770 el seq. of the California Labor Code;

(10) Any misrepresentation, misstatement or omission with respect to any statement made in or any document furnished by the Design-Builder in connection therewith;

(11) Any breach of any duty, obligation, or requirement under the Contract Documents.

All of the above collectively hereafter referred to as 'Claims' and individually as a 'Claim'.

**7.2 Enforcement and Restrictions**

**7.2.1** In addition to Design-Builder's duty to indemnify, Design-Builder shall have a separate and wholly independent duty to defend Indemnified Parties against all Claims. If any Claim is alleged or brought against Indemnified Parties, Design-Builder shall defend Indemnified Parties at Design-Builder's expense by legal counsel approved by City and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Design-Builder shall be required for the duty to defend to arise. City shall notify Design-Builder of any Claim, shall tender the defense of the Claim to Design-Builder, and shall assist Design-Builder, as may be reasonably requested, in the defense.

**7.2.2** Design-Builder's obligations under this Section 7 shall apply regardless of whether or not such Claim was caused in part or contributed to by any actual or alleged negligent act or omissions of an Indemnified Party.

**7.2.3** If a court of competent jurisdiction determines that a Claim was caused by the active negligence, sole negligence or willful misconduct of Indemnified Parties, Design-Builder's costs of defense and Indemnity shall be (1) reimbursed In full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of active negligence and/or willful misconduct attributed by the court to the Indemnified Parties.

**7.2.4** If this Contract includes work or services performed by a design professional, such as an architect, landscape architect, professional engineer or professional land surveyor, subject to California Civil Code Section 2782.8, Design-Builder shall defend and Indemnify Indemnified Parties against design-related Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Design-Builder or a subcontractor.

**7.2.5** Design-Builder agrees to obtain executed indemnity agreements with provisions Identical to those set forth in this section from each and every subcontractor in performance of the Contract.

**7.2.6** Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. In the event of any claim, suit or demand made against any Indemnified Parties, the City may in its sole discretion reserve, retain, or apply any monies due to the Design- Builder under the Contract for the purpose of resolving such claims; provided, however, that the City may release such funds if the Design-Builder 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. Design-Builder's obligations under this Section 7 extend to claims occurring after termination of the Design-Builder's performance of the Contract or final payment to the Design-Builder.

**7.3 No Limitations**

Design-Build obligations under this Section 7 are in addition to any other rights or remedies which the Indemnified Parties may have under the law or

under the Contract Documents. Design-Builder's indemnification and defense obligations set forth in this Section 7: (i) are separate and independent from the Insurance provisions set forth above; and (ii) do not limit, In any way, the applicability, scope, or obligations set forth in the Insurance provisions. In claims, suits, or demands against any Indemnified Party by an employee of the Design-Builder, a subcontractor, anyone directly or Indirectly, employed by them, or anyone for whose acts they may be liable, the Design-Builder'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 Design-Builder or a subcontractor under workers' compensation .acts, disability benefit acts. or other employee benefit acts.

## Article 8

## Time

### 8.1 Obligation to Achieve the Contract Times

Design-Builder shall commence performance of the Work and achieve the Contract Times In accordance with Article 5 of the Contract.

### 8.2 Delays to the Work

**8.2.1** If Design-Builder is delayed in the performance of the Work due to acts. omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Design-Builder is responsible, the Contract Times for performance shall be reasonably extended by Change Order. By way of example, events that will entitle Design-Builder to an extension of the Contract Times include acts or omissions of Owner or anyone under Owner's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, wars, floods, labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, adverse weather conditions not reasonably anticipated, and other acts of God.

**8.2.2** In addition to Design-Builder's right to a time extension for those events set forth In Section 8.2.1 above, Design-Builder shall also be entitled to an appropriate adjustment of the Contract Price excluding overhead and fee as set forth in Article 2 of the Contract, provided, however, that the Contract Price shall not be adjusted for those events set forth in Section 8.2.1 above that are beyond the control of both Design-Builder and Owner, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated. and other acts of God.

## Article 9

## Changes to the Contract Price and Time

### 9.1 Change Orders

**9.1.1** A Change Order is a written instrument Issued after execution of the Contract signed by Owner and Design-Builder. stating their agreement upon all of the following:

.1 The scope of the change in the Work;

.2 The amount of the adjustment to the Contract Price, if any; and

.3 The extent of the adjustment to the Contract Times. if any.

**9.1.2** All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.

### 9.2 Work Change Directives

**9.2.1** A Work Change Directive is a written order prepared and signed by Owner. directing a change in the Work prior to agreement on an adjustment in the Contract Price and/or the Contract Time(s).

**9.2.2** Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for the Work Change Directive. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the agreement.

**9.3 Minor Changes In the Work**

Minor changes in the Work do not involve an adjustment in the Contract Price and/or Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Design-Builder may make minor changes in the Work consistent with the Intent of the Contract Documents, provided, however that Design-Builder shall promptly inform Owner, in writing, of any such changes and record such changes on the documents maintained by Design-Builder.

**9.4 Contract Price Adjustments**

**9.4.1** The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

**.1** Unit prices set forth in the Contract as subsequently agreed to between the parties;

**.2** A mutually accepted, lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by Owner;

**.3** Costs, fees and any other markups set forth in the Contract; and

**.4** If an increase or decrease cannot be agreed to as set forth In items .1 through .3 above and Owner issues a Work Change Directive, the cost of the change of the Work shall be determined by the reasonable expense and savings In the performance of the Work resulting from the change, including overhead and fee as set forth in Article 2 of the Contract. If the net result of both additions and deletions to the Work is an increase in the Contract Price, overhead and profit shall be calculated on the basis of the net increase to the Contract Price. If the net result of both additions and deletions to the Work is a decrease in the Contract Price, there shall be no overhead or profit adjustment to the Contract Price. Design-Builder shall maintain a documented, Itemized accounting evidencing the expenses and savings associated with such changes.

**9.4.2** If unit prices are set forth In the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to Owner or Design-Builder because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

**9.4.3** If Owner and Design-Builder disagree upon whether Design-Builder Is entitled to be paid for any services required by Owner, or there are any other disagreements over the scope of Work or proposed changes to the Work, Owner and Design-Builder shall resolve the disagreement pursuant to Article 1O hereof. As part of the negotiation process, Design- Builder shall furnish Owner with a good faith estimate of the costs to perform the disputed services in accordance with Owner's interpretations. If the parties are unable to agree and Owner expects Design-Builder to perform the services in accordance with Owner's interpretations, Design- Builder shall proceed to perform the disputed services, conditioned upon Owner Issuing a written order to Design-Builder (i) directing Design-Builder to proceed and (ii) specifying Owner's Interpretation of the services that are to be performed. Payment shall be as later determined by mediation or arbitration, If the Owner and Design-Builder agree thereto, or as fixed in a court of law. Although not to be construed as proceeding under extra work provisions, the Contractor shall keep and furnish records of disputed work. The basis for establishing costs shall be as stated in the 2003 Greenbook Section 3-3.3.2.

**9.5 Emergencies**

In any emergency affecting the safety of persons and/or property, Design-Builder shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article 9.

## Article 10

## Contract Adjustments and Disputes

### 10.1 Requests for Contract Adjustments and Relief

If either Design-Builder or Owner believes that it is entitled to relief against the other for any event arising out of or related to the Work or Project, such party shall provide notice to the other party of the basis for its claim for relief. Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained In applicable sections of these General Conditions of Contract. In the absence of any specific notice requirement, notice shall be given within a reasonable time, not to exceed ten (10) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later. Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

### 10.2 Dispute Avoidance and Resolution

**10.2.1** The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so · as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Design-Builder and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

**10.2.2** Design-Builder and Owner will first attempt to resolve disputes or disagreements at the field level through discussions between Design-Builder's Representative and Owner's Representative.

**10.2.3** If a dispute or disagreement cannot be resolved through Design-Builder's Representative and Owner's Representative, Design-Builder's Senior Representative and Owner's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Senior Representatives, the parties will exchange relevant Information that will assist the parties in resolving their dispute or disagreement.

**10.2.4** If, after meeting, the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties may pursue any remedy available under Jaw.

### 10.3 Duty to Continue Performance

Unless provided to the contrary in the Contract Documents, Design-Builder shall continue to perform the Work and Owner shall continue to satisfy its payment obligations to Design-Builder, pending the final resolution of any dispute or disagreement between Design-Builder and Owner.

## Article 11

## Stop Work and Termination for Cause

### 11.1 Owner's Right to Stop Work

**11.1.1** Owner may, without cause and for its convenience, order Design-Builder in writing to stop and suspend the Work. Such suspension shall not exceed sixty (60) consecutive days or aggregate more than ninety (90) days during the duration of the Project.

**11.1.2** Design-Builder is entitled to seek an adjustment of the Contract Price and/or Contract Times if its cost or time to perform the Work has been adversely impacted by any suspension of stoppage of work by Owner.

### 11.2 Owner's Right to Perform and Terminate for Cause

**11.2.1** If Design-Builder persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (Iv) timely pay, without cause, Design Consultants or Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s), as such times may be adjusted, or (vi) perform material obligations under the Contract Documents, then

Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Sections 11.2.2 and 11.2.3 below.

**11.2.2** Upon the occurrence of an event set forth in Section 11.2.1 above, Owner may provide notice to

Design-Builder that It Intends to terminate the Contract unless the problem cited is cured, or commenced to be cured, within seven (7) days after Design-Builder's receipt of such notice. If Design- Builder fails to cure, or reasonably commence to cure, such problem, then Owner may give a second notice to Design-Builder of its intent to terminate within an additional seven (7) day period. If Design- Builder, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Owner may declare the Contract terminated for default by providing notice to Design- Builder of such declaration.

**11,2.3** Upon declaring the Contract terminated pursuant to Section 11.2.2 above, Owner may enter the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or' provided for the performance of the Work, all of which Design- Builder hereby transfers, assigns and sets over to Owner for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other Items. In the event of such termination, Design-Builder shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, if the unpaid balance of the Contract Price exceeds the cost and expense incurred by Owner In completing the Work, such excess shall be paid by Owner to Design-Builder. If Owner's cost and expense of completing the Work exceeds the unpaid. balance of the Contract Price, then Design- Builder shall be obligated to pay the difference to Owner. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by Owner in connection with the reprocurement and defense of claims arising from Design-Builder's default, subject to the waiver of consequential damages set forth in Section 10.4 hereof.

**11.2.4** If Owner improperly terminates the Contract for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Article 8 of the Contract.

**11.3 Bankruptcy of Design-Builder**

**11.3.1** If Design-Builder institutes or has instituted against It a case under the United States Bankruptcy Code (such party being referred to as the "Bankrupt Party"), such event may impair or frustrate the Bankrupt Party's ability to perform Its obligations under the Contract Documents. Accordingly, should such event occur:

.1 The Bankrupt Party, its trustee or other successor, shall furnish, upon request of the non-Bankrupt Party, adequate assurance of the ability of the Bankrupt Party to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and

.2 The Bankrupt Party shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within sixty (60) days after the institution of the bankruptcy filing and shall diligently prosecute such action.

If the Bankrupt Party fails to comply with its foregoing obligations, the non-Bankrupt Party shall be entitled to request the bankruptcy court to reject the Agreement, declare the Agreement terminated and pursue any other recourse available to the non- Bankrupt Party under this Article 11.

**11.3.2** The rights and remedies under Section 11.5.1 above shall not be deemed to limit the ability of the non-Bankrupt Party to seek any other rights and remedies provided by the Contract Documents or by law, Including its ability to seek relief from any automatic stays under the United States Bankruptcy Code or the right of Design-Builder to stop Work under any applicable provision of these General Conditions of Contract.

## Article 12

### Miscellaneous

### 12.1 Assignment

Neither Design-Builder nor Owner shall without the written consent of the other assign, transfer or sublet any portion or part of the Work or the obligations required by the Contract Documents.

### 12.2 Successorship

Design-Builder and Owner Intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

### 12.3 Governing Law

The Contract and all Contract Documents shall be governed by and construed pursuant to the laws of the State of California (except those provisions of California law pertaining to conflicts of Jaws).

### 12.4 Severability

If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, Illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts or the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

### 12.5 No Waiver

The failure of either Design-Builder or Owner to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

### 12.6 Headings

The headings used in these General Conditions of Contract, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

### 12.7 Notice

Whenever the Contract Documents require that notice be provided to the other party, notice shall be in writing and deemed to have been validly given (i) if delivered in person to the individual Intended to receive such notice or, (ii) by registered mail, return receipt. postage prepaid to the address indicated in the Agreement on the date shown on the return receipt. Notice shall be deemed given on the date personal delivery is made or on the date shown on the return receipt, whichever Is earlier.

### 12.8 Amendments

The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

# EXHIBIT C

LABOR AND MATERIAL BOND

# EXHIBIT D

BOND FOR PERFORMANCE

# EXHIBIT E

USE TAX DIRECT PAYMENT

South Coast Air Quality Management District

Clean Transportation Funding from the MSRC

Contract No. ML16075

## AB 2766/MSRC LOCAL GOVERNMENT MATCH PROGRAM CONTRACT

1. PARTIES - The parties to this Contract are the South Coast Air Quality Management District (hereinafter referred to as "SCAQMD") whose address is 21865 Copley Drive, Diamond Bar, California 91765-4178, and the City of San Fernando (hereinafter referred to as "CONTRACTOR") whose address is 117 Macneil Street, San Fernando, California 91340.

2. RECITALS
   A. SCAQMD is the local agency with primary responsibility for regulating stationary source air pollution within the geographical boundaries of the South Coast Air Quality Management District in the State of California (State). SCAQMD is authorized under State Health & Safety Code Section 44225 (AB 2766) to levy a fee on motor vehicles for the purpose of reducing air pollution from such vehicles and to implement the California Clean Air Act.
   B. Under AB 2766, SCAQMD's Governing Board has authorized the imposition of the statutorily set motor vehicle fee. By taking such action, the State's Department of Motor Vehicles (DMV) is required to collect such fee and remit it periodically to SCAQMD.
   C. AB 2766 further mandates that thirty (30) percent of such vehicle registration fees be placed by SCAQMD into a separate account for the sole purpose of implementing and monitoring programs to reduce air pollution from motor vehicles.
   D. AB 2766 creates a regional Mobile Source Air Pollution Reduction Review Committee (MSRC) to develop a work program to fund projects from the separate account. Pursuant to approval of the work program by SCAQMD's Governing Board, SCAQMD authorized this Contract with CONTRACTOR for equipment or services described in Attachment 1 - Statement of Work, expressly incorporated herein by this reference and made a part hereof of this Contract.
   E. CONTRACTOR has met the requirements for receipt of AB 2766 Discretionary Funds as set forth in CONTRACTOR's Local Government Match Program Application dated September 4, 2015.
   F. CONTRACTOR is authorized to do business in the State of California and attests that it is in good tax standing with the California Franchise Tax Board.
   G. All parties to this Contract have had the opportunity to have this Contract reviewed by their attorney.

3. DMV FEES - CONTRACTOR acknowledges that SCAQMD cannot guarantee that the amount of fees to be collected under AB 2766 will be sufficient to fund this Contract. CONTRACTOR further acknowledges that payment under this Contract is contingent upon SCAQMD receiving sufficient funds from the DMV, and that SCAQMD assumes no responsibility for the collection and remittance of motor vehicle registration fees.

4. AUDIT AND RECORDS RETENTION
   A. CONTRACTOR shall, at least once every two years, or within two years of the termination of the Contract if the term is less than two years, be subject to an audit by SCAQMD or its authorized representative to determine if the revenues received by CONTRACTOR were spent for the reduction of pollution from motor vehicles pursuant to the Clean Air Act of 1988.
   B. CONTRACTOR agrees to maintain records related to this Contract during the Contract term and continue to retain these records for a period of two years beyond the Contract term, except that in no case shall CONTRACTOR be required to retain more than the most recent five years' records. SCAQMD shall coordinate such audit through CONTRACTOR'S audit staff.

C. If an amount is found to be inappropriately expended, SCAQMD may withhold funding, or seek reimbursement, from CONTRACTOR in the amount equal to the amount that was inappropriately expended. Such withholding shall not be construed as SCAQMD's sole remedy and shall not relieve CONTRACTOR of its obligation to perform under the terms of this Contract.

5. TERM - The term of this Contract is for twenty eight (28) months from the date of execution by both parties, unless terminated earlier as provided for in the TERMINATION clause of this Contract, or the term is extended by amendment of this Contract in writing. No work shall commence prior to the Contract start date, except at CONTRACTOR's cost and risk, and no charges are authorized until this Contract is fully executed, subject to the provisions stated in the PRE-CONTRACT COSTS clause of this Contract.

6. SUCCESSORS-IN-INTEREST - This Contract, and the obligations arising under the Contract, shall be binding on and inure to the benefit of CONTRACTOR and their executors, administrators, successors, and assigns.

7. REPORTING - CONTRACTOR shall submit reports to SCAQMD as outlined in Attachment 1 - Statement of Work. SCAQMD reserves the right to review, comment, and request changes to any report produced as a result of this Contract.

8. TERMINATION
   A. In the event any party fails to comply with any term or condition of this Contract, or fails to provide services in the manner agreed upon by the parties, including, but not limited to, the requirements of Attachment 1 – Statement of Work, this failure shall constitute a breach of this Contract. The non-breaching party shall notify the breaching party that it must cure this breach or provide written notification of its intention to terminate this contract. Notification shall be provided in the manner set forth in the NOTICES clause of this Contract. The non-breaching party reserves all rights under law and equity to enforce this Contract and recover damages.
   B. SCAQMD reserves the right to terminate this Contract, in whole or in part, without cause, upon thirty (30) days' written notice. Once such notice has been given, CONTRACTOR shall, except as and to the extent or directed otherwise by SCAQMD, discontinue any Work being performed under this Contract and cancel any of CONTRACTOR's orders for materials, facilities, and supplies in connection with such Work, and shall use its best efforts to procure termination of existing subcontracts upon terms satisfactory to SCAQMD. Thereafter, CONTRACTOR shall perform only such services as may be necessary to preserve and protect any Work already in progress and to dispose of any property as requested by SCAQMD.
   C. CONTRACTOR shall be paid in accordance with this Contract for all Work performed before the effective date of termination under section B of the TERMINATION clause of this Contract. Before expiration of the thirty (30) days' written notice, CONTRACTOR shall promptly deliver to SCAQMD all copies of documents and other information and data prepared or developed by CONTRACTOR under this Contract with the exception of a record copy of such materials, which may be retained by CONTRACTOR.

9. STOP WORK - SCAQMD may, at any time, by written notice to CONTRACTOR, require CONTRACTOR to stop all or any part of the Statement of Work tasks in this Contract. A stop work order may be issued for reasons including, but not limited to, the project exceeding the budget, out of scope work, delay in project schedule, or misrepresentations. Upon receipt of the stop work order, CONTRACTOR shall immediately take all necessary steps to comply with the order. CONTRACTOR shall resume the work only upon receipt of written instructions from SCAQMD cancelling the stop work order. CONTRACTOR agrees and understands that CONTRACTOR will not be paid for performing work while the stop work order is in effect, unless SCAQMD agrees to do so in its written cancellation of the stop work order.

10. INSURANCE - CONTRACTOR represents that it is permissibly self-insured and will maintain such self-insurance in accordance with applicable provisions of California law throughout the term of this Contract. CONTRACTOR shall provide evidence of sufficient coverage during the term of this Contract and any extensions thereof that meet or exceed the minimum requirements set forth by the SCAQMD below. The certificate of self-insurance shall be mailed to: SCAQMD, 21865 Copley Drive, Diamond Bar, CA 91765-4178, Attention: Cynthia Ravenstein, MSRC Contracts Administrator. **The SCAQMD Contract Number must be included on the face of the certificate.** If CONTRACTOR fails to maintain the required insurance coverage, SCAQMD reserves the right to terminate the Contract or purchase such additional insurance and bill CONTRACTOR or deduct the cost thereof from any payments owed to CONTRACTOR. Minimum insurance coverages are as follows:

    A. Worker's compensation insurance in accordance with either California or other state's applicable statutory requirements.

    B. General Liability insurance with a limit of at least $1,000,000 per occurrence, and $2,000,000 in general aggregate.

    C. Automobile Liability insurance with limits of at least $100,000 per person and $300,000 per accident for bodily injuries and $50,000 in property damage, or $1,000,000 combined single limit for bodily injury or property damage.

11. INDEMNIFICATION - CONTRACTOR agrees to hold harmless, defend and indemnify SCAQMD, its officers, employees, agents, representatives, and successors-in-interest against any and all loss, damage, costs, lawsuits, claims, demands, causes of action, judgments, attorney's fees, or any other expenses arising from or related to any third party claim against SCAQMD, its officers, employees, agents, representatives, or successors in interest that arise or result in whole or in part, from any actual or alleged act or omission of CONTRACTOR, its employees, subcontractors, agents or representatives in the performance of this Contract. This Indemnification Clause shall survive the expiration or termination (for any reason) of the Contract and shall remain in full force and effect.

12. DISCLAIMER OF WARRANTY - The purchase or lease of funded vehicles/equipment is the CONTRACTOR's decision. The SCAQMD does not make any express or implied warranty of merchantability, fitness for a particular purpose or otherwise, quality or usefulness of the technology or product. Without limiting the foregoing, the SCAQMD will not be financially responsible, or otherwise liable, for the installation or performance of the vehicle/equipment.

13. PAYMENT
    A. SCAQMD shall reimburse CONTRACTOR up to a total amount of Three Hundred Fifty Four Thousand Dollars ($354,000) in accordance with Attachment 2 – Payment Schedule expressly incorporated herein by this reference and made a part hereof of the Contract.
    B. A withhold amount or percentage (if any) shall be identified in the Payment Schedule, and such amount shall be withheld from each invoice. Upon satisfactory completion of project and final acceptance of work and the final report, CONTRACTOR's invoice for the withheld amount shall be released. Proof of project completion shall include a Final Report detailing the project goals and accomplishments, data collected during project performance, if any, documentation of significant results, and emissions reduction input data needed for calculation of emissions reductions.

C. Any funds not expended upon early Contract termination or Contract completion shall revert to the AB 2766 Discretionary Fund. Payment of charges shall be made by SCAQMD to CONTRACTOR within thirty (30) days after approval by SCAQMD of an itemized invoice prepared and furnished by CONTRACTOR.

D. An invoice submitted to SCAQMD for payment must be prepared in duplicate, on company letterhead, and list SCAQMD's contract number, period covered by invoice, and CONTRACTOR's social security number or Employer Identification Number and submitted to:

South Coast Air Quality Management District
21865 Copley Drive
Diamond Bar, CA 91765-4178
Attn: Cynthia Ravenstein, MSRC Contracts Administrator

1. Charges for equipment, material, and supply costs, travel expenses, subcontractors, and other charges, as applicable, must be itemized by CONTRACTOR. Reimbursement for equipment, material, supplies, subcontractors, and other charges, as applicable, shall be made at actual cost. Supporting documentation must be provided for all individual charges (with the exception of direct labor charges provided by CONTRACTOR).
2. SCAQMD shall pay CONTRACTOR for travel-related expenses only if such travel is expressly set forth in Attachment 2 – Payment Schedule of this Contract or pre-authorized by SCAQMD in writing.
3. CONTRACTOR's failure to provide receipts shall be grounds for SCAQMD's non-reimbursement of such charges. CONTRACTOR may reduce payments on invoices by those charges for which receipts were not provided.
4. CONTRACTOR must submit final invoice no later than ninety (90) days after the termination date of this Contract or invoice may not be paid.

14. COMPLIANCE WITH APPLICABLE LAWS - CONTRACTOR agrees to comply with all federal, state, and local laws, ordinances, codes and regulations and orders of public authorities in the performance of this Contract. CONTRACTOR must also ensure that the vehicles and/or equipment to be purchased, leased or installed is in compliance with all applicable federal, state, and local air quality rules and regulations, and that it will maintain compliance for the full Contract term. CONTRACTOR shall ensure that the provisions of this clause are included in all subcontracts.

15. MOBILE SOURCE EMISSION REDUCTION CREDITS (MSERCs)

A. The MSRC has adopted a policy that no MSERCs resulting from AB 2766 Discretionary Funds may be generated and/or sold.

B. CONTRACTOR has the opportunity to generate MSERCs as a by-product of the project if a portion of the air quality benefits attributable to the project resulted from funding sources other than AB2766. These MSERCs, which are issued by SCAQMD, are based upon the quantified vehicle miles traveled (VMT) by project vehicles or other activity data as appropriate. Therefore, a portion of prospective MSERCs, generated as a result of AB 2766 Funds, must be retired. The portion of prospective credits funded by the AB 2766 program, and which are subject to retirement, shall be referred to as "AB 2766-MSERCs."

C. The determination of AB 2766-MSERC's is to be prorated based upon the AB 2766 program's contribution to the cost associated with the air quality benefits. In the case where AB 2766 Discretionary Funds are used to pay for the full differential cost of a new alternative fuel vehicle or for the retrofitting or repowering of an existing vehicle, all MSERCs attributable to AB 2766 Discretionary Funds must be retired. The determination of AB 2766-MSERCs for infrastructure and other ancillary items is to be prorated based upon the AB 2766 program's contribution to the associated air quality benefits. Determination of the project's overall cost will be on a case-by-case basis at the time an MSERC application is submitted.

SCAQMD staff, at the time an MSERC application is submitted, will calculate total MSERCs and retire the AB 2766-MSERCs. CONTRACTOR would then receive the balance of the MSERCs not associated with AB 2766 funding.

16. NOTICES - All notices that are required under this Contract shall be provided in the manner set forth herein, unless specified otherwise. Notice to a party shall be delivered to the attention of the person listed below, or to such other person or persons as may hereafter be designated by that party in writing. Notice shall be in writing sent by email, U.S. Mail, express, certified, return receipt requested, or a nationally recognized overnight courier service. In the case of email communications, valid notice shall be deemed to have been delivered upon sending, provided the sender obtained an electronic confirmation of delivery. Email communications shall be deemed to have been received on the date of such transmission, provided such date was a business day (Tuesday-Friday) and delivered prior to 5:30pm Pacific Standard Time. Otherwise, receipt of email communications shall be deemed to have occurred on the following business day. In the case of U.S. Mail notice, notice shall be deemed to be received when delivered or five (5) business days after deposit in the U. S. Mail. In the case of a nationally recognized overnight courier service, notice shall be deemed received when delivered (written receipt of delivery).

SCAQMD:
South Coast Air Quality Management District
21865 Copley Drive
Diamond Bar, CA 91765-4178
Attn: Cynthia Ravenstein, MSRC Contracts Administrator, email: cravenstein@aqmd.gov

CONTRACTOR:
City of San Fernando
117 Macneil Street
San Fernando, CA 91340
Attn: Chris Marcarello, email: cmarcarello@sfcity.org

17. INDEPENDENT CONTRACTOR - CONTRACTOR is an independent contractor. CONTRACTOR, its officers, employees, agents, representatives, or subcontractors shall in no sense be considered employees or agents of SCAQMD, nor shall CONTRACTOR, its officers, employees, agents, representatives, or subcontractors be entitled to or eligible to participate in any benefits, privileges, or plans, given or extended by SCAQMD to its employees. SCAQMD will not supervise, direct, or have control over, or be responsible for, CONTRACTOR's or subcontractor's means, methods, techniques, work sequences or procedures, or for the safety precautions and programs incident thereto, or for any failure by them to comply with any local, state, or federal laws, or rules or regulations, including state minimum wage laws and OSHA requirements.

18. SUBCONTRACTOR APPROVAL - If CONTRACTOR intends to subcontract all or a portion of the work under this Contract, then CONTRACTOR must first obtain written approval from SCAQMD's Executive Officer or designee prior to subcontracting any work. Any material changes to the subcontract(s) that affect the scope of work, deliverable schedule, and/or payment/cost schedule shall also require the prior written approval of the SCAQMD Executive Officer or designee. No subcontract charges will be reimbursed unless the required approvals have been obtained from SCAQMD.

19. OWNERSHIP - Title and full ownership rights to any equipment purchased under this Contract shall at all times remain with CONTRACTOR.

20. NON-DISCRIMINATION - In the performance of this Contract, CONTRACTOR shall not discriminate in recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, or physical handicap and shall comply with the provisions of the California Fair Employment & Housing Act (Government Code Section 12900, *et seq.*), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, Executive Order No. 11246 (30 Federal Register 12319), and all administrative rules and regulations issued pursuant to said Acts and Order. CONTRACTOR shall likewise require each subcontractor to comply with this clause and shall include in each such subcontract language similar to this clause.

21. CITIZENSHIP AND ALIEN STATUS
    A. CONTRACTOR warrants that it fully complies with all laws regarding the employment of aliens and others, and that its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603). CONTRACTOR shall obtain from all covered employees performing services hereunder all verification and other documentation of employees' eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. CONTRACTOR shall have a continuing obligation to verify and document the continuing employment authorization and authorized alien status of employees performing services under this Contract to insure continued compliance with all federal statutes and regulations. Notwithstanding the above, CONTRACTOR, in the performance of this Contract, shall not discriminate against any person in violation of 8 USC Section 1324b.
    B. CONTRACTOR shall retain such documentation for all covered employees for the period described by law. CONTRACTOR shall indemnify, defend, and hold harmless SCAQMD, its officers and employees from employer sanctions and other liability which may be assessed against CONTRACTOR or SCAQMD, or both in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

22. ASSIGNMENT AND TRANSFER OF EQUIPMENT
    A. The rights and responsibilities granted hereby may not be assigned, sold, licensed, or otherwise transferred by CONTRACTOR without the prior written consent of SCAQMD, and any attempt by CONTRACTOR to do so shall be void upon inception.
    B. CONTRACTOR agrees to obtain SCAQMD's written consent to any assignment, sale, license or transfer of Equipment, if any, prior to completing the transaction. CONTRACTOR shall inform the proposed assignee, buyer, licensee or transferee (collectively referred to here as "Buyer") of the terms of this Contract. CONTRACTOR is responsible for establishing contact between SCAQMD and the Buyer and shall assist SCAQMD in facilitating the transfer of this Contract's terms and conditions to the Buyer. **CONTRACTOR will not be relieved of the legal obligation to fulfill the terms and conditions of this Contract until and unless the Buyer has assumed responsibility of this Contract's terms and conditions through an executed contract with SCAQMD.**

23. NON-EFFECT OF WAIVER - The failure of CONTRACTOR or SCAQMD to insist upon the performance of any or all of the terms, covenants, or conditions of this Contract, or failure to exercise any rights or remedies hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants, or conditions, or of the future exercise of such rights or remedies, unless otherwise provided for herein.

24. TAX IMPLICATIONS FROM RECEIPT OF MSRC FUNDS - CONTRACTOR is advised to consult a tax attorney regarding potential tax implications from receipt of MSRC funds.

25. ATTORNEYS' FEES - In the event any action is filed in connection with the enforcement or interpretation of this Contract, each party in said action shall pay its own attorneys' fees and costs.

26. FORCE MAJEURE - Neither SCAQMD nor CONTRACTOR shall be liable or deemed to be in default for any delay or failure in performance under this Contract or interruption of services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of SCAQMD or CONTRACTOR.

27. SEVERABILITY - In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be unenforceable in any respect by a court of competent jurisdiction, such holding shall not affect any other provisions of this Contract, and the Contract shall then be construed as if such unenforceable provisions are not a part hereof.

28. HEADINGS - Headings on the clauses of this Contract are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Contract.

29. DUPLICATE EXECUTION - This Contract is executed in duplicate. Each signed copy shall have the force and effect of an original.

30. GOVERNING LAW - This Contract shall be construed and interpreted and the legal relations created thereby shall be determined in accordance with the laws of the State of California. Venue for resolution of any disputes under this Contract shall be Los Angeles County, California.

31. PRE-CONTRACT COSTS - Any costs incurred by CONTRACTOR prior to CONTRACTOR receipt of a fully executed Contract shall be incurred solely at the risk of the CONTRACTOR. In the event that a formal Contract is not executed, neither the MSRC nor the SCAQMD shall be liable for any amounts expended in anticipation of a formal Contract. If a formal Contract does result, pre-contract cost expenditures authorized by the Contract will be reimbursed in accordance with the Payment Schedule and payment provision of the Contract.

32. CHANGE TERMS - Changes to any part of this Contract must be requested in writing by CONTRACTOR and approved by MSRC in accordance with MSRC policies and procedures. CONTRACTOR must make requests a minimum of 90 days prior to desired effective date of change. All modifications to this Contract shall be in writing and signed by the authorized representatives of the parties. Fueling station location changes shall not be approved under any circumstances.

33. PREVAILING WAGES – CONTRACTOR is alerted to the prevailing wage requirements of California Labor Code section 1770 et seq., and the compliance monitoring and enforcement of such requirements by the Department of Industrial Relations ("DIR"). CONTRACTOR and all of CONTRACTOR's subcontractors must comply with the California Public Works Contractor Registration Program and, where applicable, must be registered with the DIR to participate in public works projects. CONTRACTOR shall be responsible for determining the applicability of the provisions of California Labor Code and complying with the same, including, without limitation, obtaining from the Director of the Department of Industrial Relations the general prevailing

rate of per diem wages and the general prevailing rate for holiday and overtime work, making the same available to any interested party upon request, paying any applicable prevailing rates, posting copies thereof at the job site and flowing all applicable prevailing wage rate requirements to its subcontractors. Proof of compliance with these requirements must be provided to SCAQMD upon request. CONTRACTOR shall indemnify, defend and hold harmless the South Coast Air Quality Management District against any and all claims, demands, damages, defense costs or liabilities based on failure to adhere to the above referenced statutes.

34. ENTIRE CONTRACT - This Contract represents the entire agreement between CONTRACTOR and SCAQMD. There are no understandings, representations, or warranties of any kind except as expressly set forth herein. No waiver, alteration, or modification of any of the provisions herein shall be binding on any party unless in writing and signed by the authorized representative of the party against whom enforcement of such waiver, alteration, or modification is sought.

35. AUTHORITY - The signator hereto represents and warrants that he or she is authorized and empowered and has the legal capacity to execute this Contract and to legally bind CONTRACTOR both in an operational and financial capacity and that the requirements and obligations under this Contract are legally enforceable and binding on CONTRACTOR.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

**Contract No. ML16075**

IN WITNESS WHEREOF, the parties to this Contract have caused this Contract to be duly executed on their behalf by their authorized representatives.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

By: _____
Dr. William A. Burke, Chairman, Governing Board

Date: _____

CITY OF SAN FERNANDO

By: _____
Name:
Title:

Date: _____

ATTEST:
Saundra McDaniel, Clerk of the Board

By: _____

APPROVED AS TO FORM:
Kurt R. Wiese, General Counsel

By: _____

*//MSRC Master Boilerplate*
*Revised January 27, 2016*

# Attachment 1
# Statement of Work
# City of San Fernando
# Contract Number ML16075

## 1. Project

The City of San Fernando (hereinafter referred to as "CONTRACTOR") is to install a segment of Class I Bikeway (which provides a completely separated right-of-way designated for the exclusive use of bicycles and pedestrians with cross-flows by motorists minimized). The 1.6 mile Pacoima Wash Bikeway project area is located west of the Pacoima Wash from Foothill Boulevard to San Fernando Road. Work to be completed includes, but is not necessarily limited to:

A. Install approximately 108,000 linear feet of approximately 10-foot wide, two-way striped, paved trail;
B. Install 10 lights, of streetlight height but specifically designed for pathway and trail lighting; and
C. After completion of construction, collect counts of bicycle and pedestrian usage at a fixed location within the project limits—at a minimum, counts shall be conducted for four weeks, on two separate days of each week, for at least two hours each day. Each week's counts shall be on the same days of the week, at the same times of day, for the same number of hours.

A map of project area is provided in Attachment 3 - Supporting Documentation. CONTRACTOR shall be reimbursed according to Attachment 2 - Payment Schedule.

## 2. Promotion

CONTRACTOR shall prepare and submit a proposed Public Outreach Plan to promote the MSRC's co-funding of the Bikeway installation. Acceptable outreach may include, but is not limited to, notices in CONTRACTOR mailings to residents, newspaper notices, flyers, and information items at CONTRACTOR Board meetings and community events. The Public Outreach Plan shall automatically be deemed approved 30 days following receipt by SCAQMD staff, unless SCAQMD staff notify CONTRACTOR in writing of a Public Outreach Plan deficiency. CONTRACTOR shall implement the approved Public Outreach Plan in accordance with the Project Schedule below.

## 3. Reports

Quarterly Reports: Until Bikeway opens for use, CONTRACTOR shall provide quarterly progress reports that summarize the project results to date including, but not limited to: tasks completed, issues or problems encountered, resolutions implemented, and progress to date. Progress reports that do not comply will be returned to the CONTRACTOR as inadequate.

Final Report: A Final Report shall be submitted by the CONTRACTOR in the format provided by SCAQMD staff. Report shall include, at a minimum: a) an executive summary; and b) a detailed discussion of the results and conclusions of this project. CONTRACTOR will identify any barriers encountered and solutions developed to overcome the barriers, results of bicycle and pedestrian counts, and impact of project on future bicycle transportation projects.

**Attachment 1**
**Statement of Work**
**City of San Fernando**
**Contract Number ML16075**

## 4. Project Schedule

CONTRACTOR shall comply with the increments of progress identified in the following chart. The completion month for each task is based on the date of Contract execution.

| Task | Completion |
|---|---|
| Obtain final design & cost estimates | Month 7 |
| Submit Public Outreach Plan | Month 13 |
| Select construction contractor(s) | Month 13 |
| Complete trail and amenities installation and trail striping | Month 20 |
| Implement Public Outreach Plan | Month 22 |
| Quarterly reports | Months 4, 7, 10, 13, 16 and 19 |
| Final Report including post-project counts | Month 26 |

# Attachment 2
# Payment Schedule
# City of San Fernando
# Contract Number ML16075

**Cost Breakdown**

| Purchase Category | Maximum AB2766 Discretionary Funds payable under this Contract | CONTRACTOR AB2766 Subvention Funds Applied | Other Funds Applied to Match | Additional Project Co-Funding (not matched) | Total Cost |
|---|---|---|---|---|---|
| Install Class I Bikeway | $354,000 | $165,457 | $188,543 | $0 | $708,000 |

No funds shall be paid out to CONTRACTOR pursuant to this Contract, until the project described in Attachment 1 is completed and proof of completion is provided to SCAQMD. If the project described in Attachment 1 is not completed and satisfactory proof of completion is not provided to SCAQMD, no monies shall be due and payable to CONTRACTOR. Proof of completion shall include:

- Representative photos;
- a report signed by a responsible official certifying that the Bikeway has been completed as described in Attachment 1; and
- invoice(s) from subcontractor(s) performing the construction.

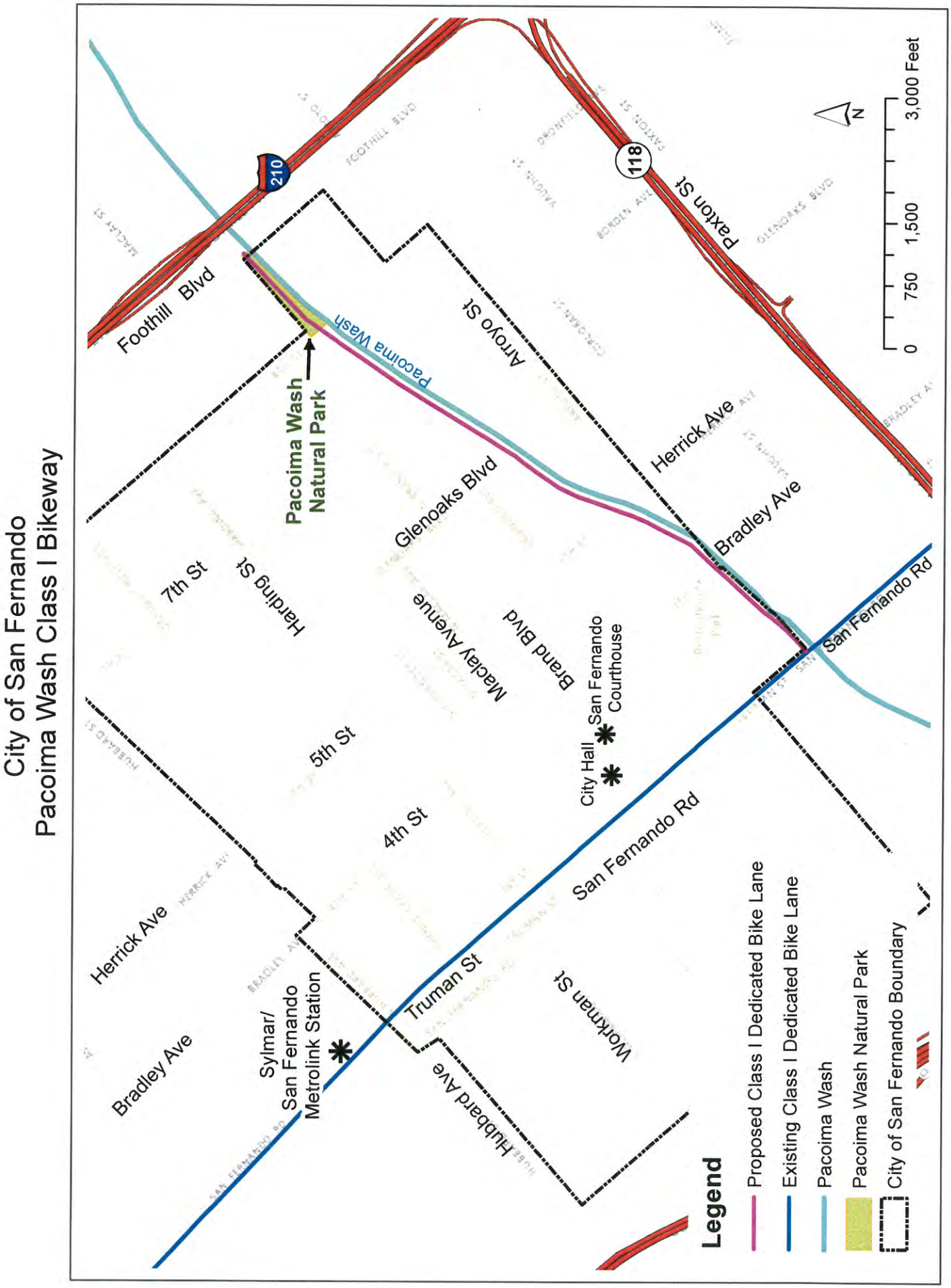
If, at the completion of the Project, the expenditures are less than the Total Cost amount above, the actual amount of AB 2766 Discretionary Funds reimbursed to CONTRACTOR shall be adjusted on a prorated basis, so that the amount reimbursed to CONTRACTOR shall not exceed the actual amount of AB 2766 Subvention Funds plus other funds applied.

Additional AB 2766 Discretionary Match Funds will not be available to fund project cost overruns. Any project cost overruns must be funded from other than AB 2766 Discretionary Funds.

**Attachment 3**
**Supporting Documentation**
**City of San Fernando**
**Contract Number ML16075**

The supporting documents attached hereto as Attachment 3 represent obligations of the CONTRACTOR. Nothing herein shall be construed as an assumption of duties or obligations by the SCAQMD or granting any rights to third parties against the SCAQMD.

1. Map of Bikeway Installation Area


City of San Fernando
Pacoima Wash Class I Bikeway
Foothill Blvd
210
118
Paxton St
Arroyo St
Pacoima Wash
Pacoima Wash Natural Park
Herrick Ave
Glenoaks Blvd
Bradley Ave
7th St
Harding St
Maclay Avenue
Brand Blvd
San Fernando Courthouse
City Hall
San Fernando Rd
5th St
4th St
Truman St
Workman St
Hubbard Ave
Sylmar/ San Fernando Metrolink Station
Herrick Ave
Bradley Ave
N
0 750 1,500 3,000 Feet
Legend
Proposed Class I Dedicated Bike Lane
Existing Class I Dedicated Bike Lane
Pacoima Wash
Pacoima Wash Natural Park
City of San Fernando Boundary

# City of San Fernando

## CNG Fueling Station Upgrades

Wally Dubno
Sales Manager
(949) 437 1327
wally.dubno@cleanenergyfuels.com

4675 MacArthur Court, Suite 800
Newport Beach, CA 92660
(949) 437 1000
www.CleanEnergyFuels.com

February 29, 2016

ORIGINAL

4675 MacArthur Court, Suite 800
Newport Beach, CA 92660
949.437.1000 | Fax 949.724.1397
www.cleanenergyfuels.com

Clean Energy

February 29, 2016

Elena G. Chavez
City Clerk
City of San Fernando
117 Macneil Street
San Fernando, CA 91340

Re: Proposal for CNG Fueling Station Upgrades

Dear Ms. Chavez:

The enclosed proposal responds to your RFP for upgrades to your CNG station located at 120 Macneil Street. The City of San Fernando (City) already enjoys the cost savings, cleaner air, and overall public support from your existing CNG program. Your desired station upgrades will result in a more efficient, user-friendly station to support your expanding CNG fleet. Clean Energy's previous work with similar municipalities and local customers such as the cities of Long Beach, Norwalk, and Glendale demonstrate that we have the capability to support the continued the success of your expanding CNG program.

Should you have any questions on the information contained in this proposal, please contact your dedicated Business Development Manager, Wally Dubno at (949) 437-1327 or via email at wally.dubno@cleanenergyfuels.com.

Sincerely,

Peter J. Grace
Senior Vice President, Sales & Finance

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# Understanding of the Scope of Services

Clean Energy has more than 19 years' experience developing and implementing natural gas fueling solutions for municipal and private customers alike. Having completed more than 540 natural gas fueling stations, we have developed a consultative approach to building partnerships with customers throughout the evaluation, design, and construction of their CNG stations. Our proven, one-stop solution eliminates the inconvenience and confusion of working with numerous vendors.

We understand that the City requires a new CNG fueling station to support your growing fleet and potentially serve third-party fleets in the area. Our proposed station design addresses your specific needs including:

- **Increased Capacity:** Clean Energy understands that the City's current CNG station is under-sized for current demand and will not support expansion of the City's CNG fleet.
- **Reliability:** The City requires a station that is both reliable and redundant.
- **Quality:** When fueling vehicles back-to-back, you require your new station to provide the same quality fill for the last driver as the first.
- **Expansion:** Because your CNG fleet continues to grow, you desire that your CNG station be redesigned to accommodate for future expansion.
- **Efficiency:** You desire a station that provides reliable refills no matter what the ambient temperature is.

Upon award, Clean Energy will collaborate with the City to further refine the conceptual plan solution presented in this proposal. To kick-off the project, Clean Energy will meet with the City's staff to analyze your current fueling operations, annual volume, and our proposed solution to confirm performance, efficiency, and future expansion requirements. Our proposed solution includes the following per the City's scope of work:

- Design, permit, procure, and install all elements needed to complete the CNG station upgrades
- Provide temporary fueling option
- Remove existing CNG equipment
- Extend existing fuel island
- Install a steel canopy equipped with high-efficiency LED lighting and solar panels
- Provide temperature compensated CNG fueling
- Install commercial quality security system
- Procure new and unused station equipment

# Methodology & Work Plan

## Station Development Plan

The first step in the City's project is the refinement of the conceptual plan (CP) presented in this proposal. Clean Energy's dedicated Project Manager (PM) for the City's project, Don Canonizado, will initiate any necessary redesign plans with our in-house design team. We will review the CP collaboratively with the City, adjusting the layout as-needed based on desired performance parameters, proximity to utility resources, etc.

When the City is satisfied with the proposed layout, the next step is to confirm the major equipment components such as compressors, gas dryers, storage, and priority panels based on utility information and any proposed reconfiguration. CNG station equipment has been sized based on gas line pressure from the utility and the City's performance and redundancy requirements. Next, we will proceed to develop 30% and 90% design drawings for the City.

### 30% Drawing Reviews & Checks

Upon approval of the CP by the City, Clean Energy's engineering team prepares 30% drawings based on contract scope of work, site requirements, site assessments, site surveys, geotechnical report, codes and regulations and industry standards. The 30% drawings are then issued internally to the PM and subcontractors for review. Comments are documented in meeting minutes, and resolved and/or incorporated into the 30% drawings. Upon completion of the 30% drawings, Mr. Canonizado proceeds with placing orders for the major station equipment.

### 90% Drawing Reviews & Checks

After approval of the 30% drawings, we prepare the 90% drawings. This phase includes the completion of all detailed drawings and project specifications as necessary to illustrate and describe, in detail, all of the work required for the complete project including piping and instrument details and equipment supplier drawings. The 90% drawings are issued to the Project Manager for review and comment. Once reviewed, the Engineer of Record, John Jolly of C&J Technical, will provide final engineered stamped drawings. Once complete, the 90% drawings are simultaneously released to the City and the Authority Having Jurisdiction (AHJ) for review and approval.

### Permitting

Finally, Clean Energy will meet with the Authority Having Jurisdiction (AHJ) to review the permitting process and requirements prior to submittal of any permitting packages. This pre-submittal meeting will allow Clean Energy to identify any potential AHJ requirements that may

impact the project schedule and scope of work. Any such issues will be brought to the City's attention for resolution.

## Conceptual Plan

Our proposed upgrade of the City's CNG station provides higher-capacity compressors, additional storage onsite, and higher flow rates for a faster, more efficient fueling experience. The following narrative provides Clean Energy's methodology and additional detail on your new station's performance specifications, equipment selection, construction plan, and temporary fueling provisions.

### Performance & Storage Specifications

Our proposed station design will significantly increase the storage capabilities of your CNG station, allowing for faster, more efficient, back-to-back vehicle fills, and ensure a complete temperature compensated fill to the appropriate pressures. Your current station has the ability to dispense 44 GGEs from storage, and requires 90 minutes to fully recover. Clean Energy's solution provides at least 100 usable GGEs of high-pressure storage and requires no more than 28 minutes for a complete recovery. The following table highlights the City's requirements and the specifications you can expect from your new station:

| Station Specifications | | |
|---|---|---|
| Specification* | RFP Requirement | Our Proposed Solution |
| **Compressor Output** | 250 SCF | 250 SCF |
| **Usable GGEs in Storage** | 100 GGEs | 100 GGEs |
| **Recovery Time** | 30 minutes | 28 minutes |

*Assumes 15 psi inlet pressure

### Equipment Selection

Clean Energy understands the City's current CNG station is woefully under-sized for the demand it sees. Based on our experience designing and building more than 500 natural gas fueling stations across North America, we have selected industry-best, reliable equipment that meets the City's desired performance specifications. Our station design includes 36,000 SCF of additional storage to accommodate the station's current demand as well as considerable future growth. Two compressors onsite will provide redundancy and ensure that when several vehicles fill back-to-back, the last vehicle fueling will receive the same quality fill as the first vehicle.

## Dispensers

At any fueling station, dispensers not only provide the connection from the vehicle to the fuel source, but they are also responsible for user experience. Understanding that the City desires to provide a seamless, user-friendly experience to drivers, we have selected two Kraus retail dispensers for their ease of use and their similarity to a modern traditional liquid fuels dispenser. Both dispensers onsite will provide temperature compensated fills to ensure that a vehicle's fuel gauge reads "full" when it pulls away from the station. For additional ease of use, the Kraus dispensers accept WEX fueling cards and all major credit cards.

## Priority Panel

Another key feature of the new station will be a PLC-controlled priority panel. Your new station will have two dispensers with two hoses on each dispenser. With a total of four available hoses at the station, there can be a considerable amount of CNG flowing through the station at any given moment. To ensure a consistent and efficient fueling experience regardless of whether a vehicle requires 6 GGEs or 75 GGEs to fill, the priority panel will determine where the CNG should flow, giving priority to the fast-fill dispensers. Additionally, the priority panel manages the compressor operation to ensure that the ground storage bottles are full in between fueling events.

## Clean Energy Compression

To provide a reliable compression solution for the City's redesigned CNG station, we have selected two Clean Energy Compression (CEC) units. Since 2012, Clean Energy has owned CEC as a subsidiary, formerly known as IMW Industries. CEC compressors carry a significant advantage for customers due to their "oil-free" design. This design ensures that the path the gas follows through the compressor never comes into contact with the oil that is used to lubricate the compressor. CEC compressors feature the lowest amount of oil carryover (less than 5ppm) in the industry which means no damage to the CNG vehicles caused by compressor oil, and lower long-term maintenance costs.

We recommend the following equipment for your fast-fill CNG station:

| CNG Equipment Summary | | |
|---|---|---|
| **Equipment** | **Specifications** | **Key Advantages** |
| **Compressor** | Two 150HP CEC compressors<br>250 SCFM @ 15 psi inlet pressure<br>(total 500 SCFM) | • Non-lubricated compression<br>• Low maintenance<br>• Clean CNG |
| **Dryer** | One PSB, single tower gas dryer with manual regeneration, equipped with Digital | • Simple operation<br>• Industry standard |

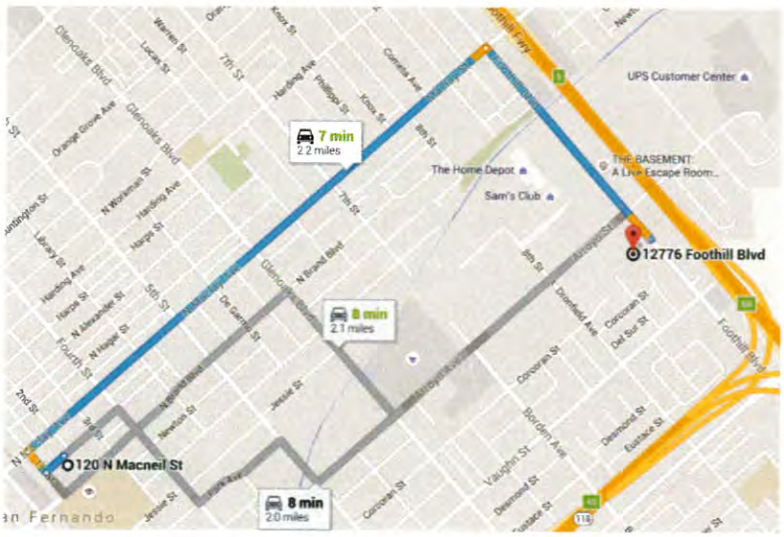
| | | |
|---|---|---|
| | Dew Point meter, sensor and alarm | |
| **Gas Storage** | Three ASME storage vessels with an approximate capacity of 36,000 SCF | • Unlimited lifetime<br>• Industry standard |
| **Priority Panel** | One valve panel to manage the fast-fill and time-fill operations | • Multi-vehicle fueling<br>• Fast-fill has priority |
| **Fast-fill Dispenser** | Two Kraus dual-hose, with one transit-style nozzle and one light-duty | • User-friendly operation |

## Temporary Fueling

Clean Energy understands that the City's station fuels critical applications that cannot miss rollout at any time. We have devised a safe, cost-effective fueling solution that is less obtrusive than a mobile fueling option at the construction site. Given the amount of activity with construction, storage, and fueling operations onsite, we believe that a temporary, on-site fueling system may present safety concerns upon installation.

To avoid safety issues associated with space limitations onsite, Clean Energy has arranged for the City to fuel at a Clean Energy-owned and operated site located two miles away at 12776 Foothill Blvd in Sylmar.

The site features three large compressors and fuels approximately 70 buses serving the City of Los Angeles nightly. To fuel onsite, Clean Energy will provide the City with Clean Energy-branded fueling cards. We believe this solution will only be in place for a few weeks, the following section entitled "Schedule" further defines the temporary fueling window. The following map illustrates the proximity of the offsite fueling location to the City's current CNG station. We welcome the opportunity to provide a customized temporary fueling solution; if this fueling solution is of interest to the City, we will discuss further terms with the City.



## Construction Plan

Station installation will be sequenced and managed using the critical path method (CPM) for all construction activities. Multiple construction crews consisting of mechanical, electrical and civil tradesman will concurrently perform underground activities at the compressor compound and fueling area. Clean Energy supervision and QA/QC personnel will manage day-to-day activities, document progress, ensure design and code compliance, and oversee all required testing and inspection.

The compound area, including the adjacent electrical service area, will be secured for the duration of construction. Site offices, sanitary facilities, and a construction staging area will also be located near this area. This is the same location where material deliveries are received, inspected, and staged prior to installation.

Underground services to the compressors/compound will be further sequenced into stages in accordance with traffic control measures in order to maintain free traffic flow around the site, and minimize operational impacts. Once traffic control measures are installed, we will conduct paving demolition, trenching, service installation, QA/QC testing, inspections, partial backfill and compaction, and drive surface restoration. A detailed sequencing plan will be provided to the City during the submittal phase. All work will be sequenced in a similar fashion to ensure minimal disruption to the City's current operations at the site. Once all underground work is completed, concrete foundation work can begin, followed by equipment rigging and tie in, canopy installation, finishing activities and finally, the commissioning.

Clean Energy shall perform quality testing with witness and documentation by the Project Manager and AHJ, as-needed. Quality tests performed may include pipe-leak testing on all gas piping, insulation resistance testing on all 4160/480V wiring, ground resistance testing at all major equipment's ground, and circuit breaker performance and contact resistance testing. Further, we will perform regular quality control inspections on all work to ensure compliance with contract documents and applicable codes and regulations.

Having constructed so many sites, we are acutely aware of operational priorities. Daily coordination meetings will be held with City staff in order to review work sequence and review look-ahead schedules. All look ahead-schedules will be updated weekly in order to ensure onsite and local operations are not impacted.

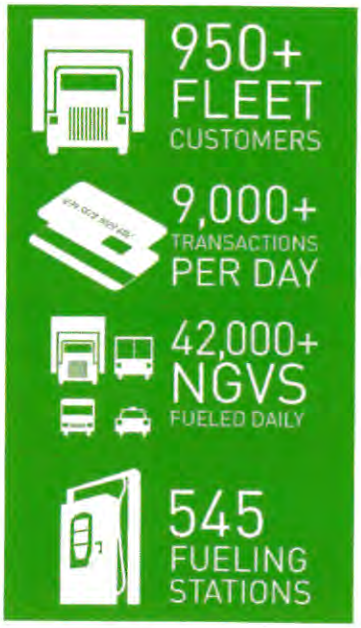
## Retailing to Third-Party Customers

A new CNG station with the capacity to meet increased volume presents revenue opportunities for the City should you chose to open the station to the public. Clean Energy has successfully helped dozens of municipalities (including the cities of Glendale, Chula Vista, Long Beach, and

Irvine) maximize third party usage at their CNG stations. Our experienced business development team provides marketing activities that include outreach to existing, local CNG fleet operations, educating local diesel and gasoline fleets on the merits of transitioning to CNG fueling, partnership with local chambers of commerce and AQMD to promote the use of CNG and increase grant funding opportunities. Clean Energy is committed to supporting our customers as they provide a valuable service to the community while increasing revenue.

# Our Experience & Qualifications

Clean Energy is the leading provider of natural gas for transportation in North America, both in number of stations and gallons sold per year. Our services include designing, building, operating and maintaining time-fill and fast-fill CNG, LNG and CNG/LNG combination fueling stations. In addition, we have a specialist CNG Facilities Modification Services group, and we own Clean Energy Compression (a compressor manufacturer) and Clean Energy Renewables (a renewable natural gas company).




We have more than 19 years' experience developing and implementing natural gas fueling solutions for high volume fleet customers. Established in 1996, with stable leadership from our founders, T. Boone Pickens and Andrew J. Littlefair, Clean Energy is a publicly traded company. Our headquarters are at 4675 MacArthur Court, Suite 800, Newport Beach, California. Please refer to Appendix 3 for a listing of Clean Energy's legal status, corporate officers, and our Dunn & Bradstreet report.

Since 2010, we have constructed more than 350 natural gas fueling stations throughout North America. We completed 68 projects in 2014. Today, we own, operate or supply 545 natural gas fueling stations serving both private fleets and the public at locations in 46 states and Canada. We serve 950+ fleet customers that operate more than 42,000 NGVs, including 7,700 transit buses, 2,000 taxis, 4,200 shuttles, 9,600 refuse trucks and 2,900 heavy-duty trucks.

Experience has shown us that customers have their own unique challenges when making the switch to natural gas fuels. Because of this, we created an innovative, streamlined approach to help remove barriers to entry for our customers. We offer a one-stop customizable solution that eliminates the hassle of working with numerous vendors. Included in our unparalleled service offerings are:

- Designing natural gas stations and building modifications
- Permitting
- Engineering
- Equipment supply
- Maintenance programs
- Local Clean Energy-employed service technicians
- Unrivaled access to spare parts and equipment
- Station and vehicle financing

## Similar Projects

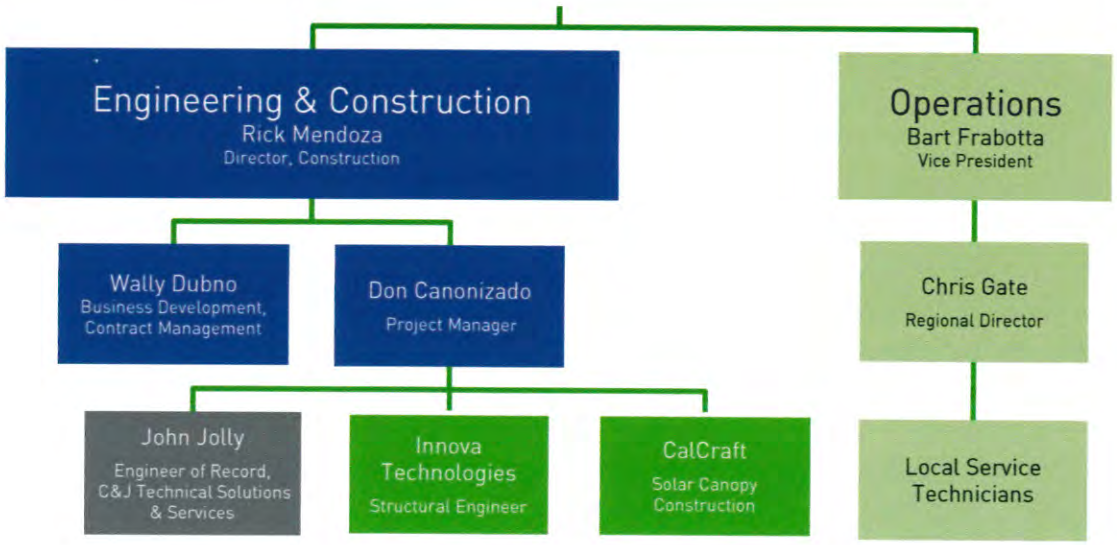
Clean Energy is proud to be a partner to some of the most progressive municipalities, transit agencies, and refuse haulers in North America. Included in this section is a partial list of similar municipal partnerships in California and across the US to whom Clean Energy is currently providing services ranging from design-build, operations, maintenance, and retail and marketing. Additional detail on our customer base is available upon request.

| Municipal Partnerships | |
|---|---|
| City of Burbank (Two Locations), CA | City of Mesa, AZ |
| City of Chula Vista, CA | State of Arizona |
| City of Glendale, CA | City of College Park, GA |
| City of Irvine, CA | City of Lexington, KY |
| City of Long Beach (Two Locations), CA | City of Kansas City, MO |
| City of Oakland, CA | Cape May County, NJ |
| City of Seal Beach, CA | Atlantic County Utilities Authority, NJ |
| County of Los Angeles (Three Locations) | City of Atlantic City, NJ |
| City of Newport Beach, CA | Town of Brookhaven, NY |
| City of Montebello, CA | Town of Smithtown, NY |
| City of Fresno, CA | Town of Huntington, NY |
| City of Arlington, TX | Town of Islip, NY |
| City of Dallas, TX (Two Locations) | State of New York (11 Locations) |
| City of Irving, TX | Lancaster County, PA Solid Waste Management Authority |
| City of San Antonio, TX | Centre County Recycling & Refuse Authority, PA |
| City of Tucson, AZ | Commonwealth of Virginia |
| City of Norwalk, CA | |

# Key Personnel

For the City's project, we will use a cross-departmental management plan. Each department plays a crucial role in moving the project from conception to completion. Experts from each department will produce project deliverables and ensure that we meet the City's expectations and project milestones. The following chart shows your project team. Included in Appendix 1 are resumes for your key team members.

The City's DBE commitment provides an opportunity for larger firms to develop relationships with local businesses in the greater Los Angeles area. Given the need for local expertise, we have achieved a 4% RC-DBE participation for this project, selecting Innova Technologies and C&J Technical Solutions & Services as DBE partners, and CalCraft as our solar canopy construction expert. Also included with Clean Energy's submittal is our good faith effort documentation; additional detail is available upon request.



# References

## University of California San Diego (UCSD)

In April 2009, the University of California San Diego (UCSD) awarded Clean Energy a 10-year contract to design, build, operate, and maintain a fast-fill CNG fueling station. The station has twin compressors capable of producing 500 SCFM combined, two Kraus dual-hose dispensers, a Xebec single-tower dryer, 30,000 standard cubic feet of high-pressure storage, card reader, video screen training, and a fueling lane canopy.

The University's transit buses, street sweepers, delivery trucks, and various light-to-medium-duty campus vehicles currently use the station. The station also has the capacity to serve third-party fleets and the public in the future. On behalf of UCSD, we are responsible for all marketing, retailing, billing, and tax collection and remittance.

- Scope of work: Design, build, operate, maintain
- Contact: Jim Ruby | Director, Fleet Services
  jruby@ucsd.edu | (858) 534-8848

## City of Norwalk, CA

In 2013, the City of Norwalk selected Clean Energy to design, build, operate, and maintain a CNG station to serve its fleet of 14 CNG transit buses. The station was constructed to fuel up to 50 buses in the future, and was completed ahead of schedule and under budget. We sized the station equipment according to the gas pressure provided by the utility company during the design and planning phases; however, we quickly realized during installation that the actual gas line pressure was much lower than initially anticipated.

We quickly value-engineered a solution to utilize a smaller compressor that offered improved performance from 530 SCFM to 650 SCFM. Additionally, we extended a $20,000 credit to the City to compensate for installation of the smaller compressor. Since making the switch to natural gas, the City has enjoyed not only reduced greenhouse gas emissions (GHG), but also savings of over $250,000 in fueling costs annually.

- Scope of work: Design, build, operate, maintain
- Contact: Jim Parker | Director, Transportation Department
  jparker@norwalkca.gov | (562) 929-5533

## City of Kansas City, Missouri

In December 2014, Clean Energy completed the design and construction of a CNG station that fuels the City's fleet of more than 300 CNG vehicles serving the Kansas City community, as well as public access retail operations. The station utilizes non-lubricated compressors, supplied by Clean Energy's subsidiary, Clean Energy Compression (formerly IMW Industries).

The City had not previously implemented a project of this type, which includes sales to the public on City property while also providing a service for City vehicles. The City engaged Clean Energy for ongoing operations and maintenance to protect its investment and ensure maximum station reliability and user safety. The station was completed on-time and is maintained by local, Clean Energy-trained and employed service technicians.

- Scope of work: Design, build, operate, maintain
- Contact: Sam Swearngin, District Maintenance Manager
  sam_swearngin@kcmo.org | (816) 513-4808

## City of Montebello, California

In 2011, the City of Montebello selected Clean Energy to design, build, operate, maintain, and provide facility modifications for a new CNG station to fuel Montebello Bus Lines. We were selected based on our experience with creative fueling solutions, particularly as they relate to site-specific utility considerations. At the City's selected site, gas pressure and an aggressive timeline for utility access from the gas company were challenges initially.

To overcome the site's low gas line pressure, we designed a custom, multi-skid compression solution that uses inlet pressure boosters and provides 1,000 SCFM. Alternately, we coordinated the design and permitting of the site closely with the City and gas company to ensure that we experienced no delays in the project schedule due to the utility's connection of the gas line.

Commissioned in 2012, this $2 million private fast-fill station currently fuels a fleet of 15 CNG vehicles and hybrid buses, with plans to expand the CNG fleet to more than 50 in the years to come.

- Scope of work: Design, build, operate, maintain
- Contact: Tom Barrio, Fleet Maintenance Manager
  tbarrio@cityofmontebello.com | (323) 887-4601

# Schedule

We understand that the City of San Fernando's CNG station supports critical applications that need to meet rollout every day. Our cross-departmental management plan ensures that we continually communicate internally and with the City to make certain we meet expectations and project milestones. We have allotted for weather days in our schedule, as well as extra time for some tasks that seasonal factors may influence. This schedule assumes no delays outside our control (i.e. contract award date, utility issues, review or permitting delays, or force majeure).

| Project Schedule | |
|---|---|
| Milestone | Completion Date |
| Notice to Proceed (NTP) | TBD |
| Fueling Site Evaluation | Day 15 |
| Preliminary/Conceptual Design | Day 25 |
| 30% Drawing Drawings | Day 35 |
| 60% Design Drawings | Day 60 |
| 100% Design Drawings | Day 80 |
| Final City Approval | Day 90 |
| Release Equipment to Production | Day 90 |
| Enter City Plan Check | Day 95 |
| Permitting Approval/Permits Issued | Day 120 |
| Construction Start | Day 200 |
| Temporary Fueling Begins | Day 200 |
| Utilities Connected | Day 210 |
| Construction Completion | Day 280 |
| Equipment Commissioning | Day 290 |
| Temporary Fueling Ends | Day 290 |
| Training and Station Hand-off | 300 Working Days after NTP |

# Fee Proposal

## Station Cost

Clean Energy's history, track record and current initiatives will help to ensure that the City of San Fernando will capitalize on the economic and environmental benefits of continued use of CNG. Our proposal response meets all the requirements set forth by the RFP; furthermore, we have identified several value engineering opportunities that can significantly reduce the overall cost of the project while still achieving all of the key objectives of the City relative to fueling needs, redundancy, and safety.

We recommend an in-person meeting to discuss our solution and opportunities for value engineering your project. Our Business Development Manager, Wally Dubno, may assist you with any questions related to this RFP response and contract negotiations. He can be reached at (949) 437-1327 or wally.dubno@cleanenergyfuels.com.

| City of San Fernando's CNG Station Cost | |
|---|---|
| Lump Sum Cost | $1,356,683 |

Our estimate does not include any potential site contamination remediation, sound attenuation, site drainage requirements, gas pressure or volume upgrades, utility extensions or upgrades, or utility fees for service. Clean Energy reserves the right to negotiate upon award to the mutual satisfaction of both parties.

# Appendices

- Resumes of Key Personnel
- Corporate Officers, Legal Status
- Required Forms, D&B Report

# Rick Mendoza | Director, Construction

Clean Energy

## Professional Profile

Mr. Mendoza will oversee the redesign and construction of the City's existing CNG station. He will bring his knowledge of designing and permitting more than 50 natural gas projects to ensure that the City's station upgrades result in a safe and reliable fueling facility.

Mr. Mendoza has experience with complex environmental projects, public works infrastructure, CNG, LNG, and hydrogen facilities. Mr. Mendoza has assessed natural gas projects ranging in cost from $50,000 to over $2 million.

## Professional Experience

**Director, Design & Construction**
Clean Energy, 2011-Present

**Vice President, Operations**
Weaver Incorporated, LLC, 2004-2012

**Senior Engineer**
Orange County Water District, 2000-2005

## Relevant Project Experience

**Norwalk City Transit | Norwalk, CA**
Facility type: Private, time-fill/fast-fill CNG fueling station for transit vehicles
Scope of work: Design-build vehicle maintenance facility CNG upgrades for 10 service bays in a 10,500 square foot facility

**Los Angeles County Metropolitan Transit Authority | Los Angeles, CA**
Facility type: 10 CNG fueling stations for 2,200 transit buses
Scope of work: High-capacity (>3,000 SCFM) buffered fast-fill CNG bus fueling facility

**Republic Services | Nationwide**
Facility type: Private, time-fill CNG fueling station for refuse vehicles
Scope of work: Design-build CNG facility modifications at fueling stations throughout the country

**Hillsborough Area Rapid Transit (HART) | Tampa, FL**
Facility type: Private, fast-fill CNG fueling station for transit buses
Scope of work: Design, build, operate, maintain a high-capacity (>3,000 SCFM) buffered fast-fill CNG bus fueling facility

## Engineering Experience

25+ Years

## Education

California State University Northridge, BS, Civil Engineering, 1993

## Areas of Expertise

Transit
Municipal
Refuse
Facility Modifications

## Licensing/Certifications/Training

EIT, State of California

# Don Canonizado | Project Manager

Clean Energy

## Professional Profile

Mr. Canonizado is currently a lead project manager overseeing Clean Energy's facility modifications and construction engagements. His leadership includes oversight of architects, engineering staff, subcontractors, and customer expectations. Mr. Canonizado has extensive experience unraveling national, state, and local building codes to ensure on-time completion of his projects and educating customers and Authorities Having Jurisdiction on building codes relating to natural gas.

## Professional Experience

**Project Engineer, Facility Modifications**
Clean Energy, 2015-Present

**Designer, Facility Modifications**
Clean Energy, 2012-2015

## Relevant Project Experience

**Norwalk City Transit | Norwalk, CA**
Facility type: Private, time-fill/fast-fill CNG fueling station for transit vehicles
Scope of work: Vehicle maintenance facility CNG upgrades for 10 service bays in a 10,500 square foot facility

**Jacksonville Transit Authority (JTA) | Jacksonville, FL**
Facility type: Private, time-fill/fast-fill CNG fueling station for transit vehicles
Scope of work: Design-build site facility modifications for 32 service bays in a 39,000 square foot facility

**Hillsborough Area Rapid Transit (HART) | Tampa, FL**
Facility type: Private, time-fill/fast-fill CNG fueling station for transit vehicles
Scope of work: Heavy & preventative maintenance building modifications for 30 service bays in a 22,000 square foot facility

## Natural Gas Experience

3+ Years

## Education

Mapua Institute of Technology
BS, Mechanical Engineering, 2002

## Areas of Expertise

Transit
Municipal
Refuse

CJTSS CONSULTING ENGINEERS

**JOHN L. JOLLY III, P.E., CXA, LEED AP BD+C**
Principal

Building A and sidewall mounted exhaust fans in Building M to provide continuous ventilation of 1.5 CFM per square foot of room area through the garage area. Provide additional roof mounted and side wall mounted exhaust fans to provide combined minimum ventilation of 1 CFM per 12 cubic feet of room volume upon detection of methane at 25% LFL. Project also included the replacement of non-CNG compliance repair garage catalytic gas heaters in areas to be upgraded for the repair of CNG fueled vehicle and provide a new emergency generator to provide emergency power to critical gas detection and ventilation components.

# Wally Dubno | Business Development Manager

Clean Energy

## Professional Profile

Mr. Dubno will manage contract compliance and business development for the City of San Fernando's project. Mr. Dubno brings the knowledge and experience of providing alternative fuel projects to more than 20 of Clean Energy's customers during the last two years. Mr. Dubno's background includes alternative fuel automotive solutions, as well as alternative fueling infrastructure design and specifications.

## Professional Experience

**Business Development Manager, Construction & Facility Modifications**
Clean Energy, 2013-Present

**Program Manager / Business Development**
Quantum Technologies, 2003-2013

## Relevant Project Experience

**Halifax Transit Authority | Nova Scotia, ON**
Facility type: Multi-bay CNG vehicle repair facility
Scope of work: Assist the Authority with the transition to natural gas fueling by assessing their current facilities, reworking the lay-out of the CNG fueling station, and indoor refueling guidance

**DTE Energy | Detroit, MI**
Facility type: Multi-bay CNG vehicle repair facility
Scope of work: Provide facility assessment to determine upgrade paths at multiple sites in the greater Detroit area

**Cummins, Inc. | Nationwide, US**
Facility type: Multi-bay repair L/CNG vehicle facility
Scope of work: Provide facility assessment to determine upgrade paths at sites across the US

**BC Transit | Kamloops, BC**
Facility type: Multi-bay CNG vehicle repair facility for transit buses
Scope of work: Provide assessment of previous work for natural gas bus repairs

**City of Santa Cruz | Santa Cruz, CA**
Facility type: Multi-bay CNG repair facility for City's refuse truck fleet
Scope of work: Provide assessments of three facilities to determine upgrade paths

### Engineering Experience
18+ Years

### Education
University of Arizona,
BS, Mechanical Engineering, 1994

### Areas of Expertise
NG Facility Modifications
Business Development
Program Management
Alternative Fueling Stations

### Licensing/Certifications/Training
EIT, State of Arizona

## Owners and Officers:

| Name | Address | Office Held | % Ownership |
|---|---|---|---|
| Clean Energy Fuels Corp. | 4675 MacArthur Court, Suite 800 Newport Beach, CA 92660 | * | 100%* |
| Andrew J. Littlefair | 4675 MacArthur Court, Suite 800 Newport Beach, CA 92660 | Director, President & Chief Executive Officer | 0% * |
| Robert M. Vreeland | 4675 MacArthur Court, Suite 800 Newport Beach, CA 92660 | Director, Chief Financial Officer | 0% * |
| Peter J. Grace | 4675 MacArthur Court, Suite 800 Newport Beach, CA 92660 | Senior Vice President, Sales & Finance | 0% * |
| Mitchell W. Pratt | 4675 MacArthur Court, Suite 800 Newport Beach, CA 92660 | Director, Chief Operating Officer & Corporate Secretary | 0% * |
| Barclay F. Corbus | 4675 MacArthur Court, Suite 800 Newport Beach, CA 92660 | Director, Senior Vice President, Strategic Development | 0% * |

## Organizational Structure/Legal Status:

* Clean Energy, a California corporation formed on October 28, 1996, is wholly owned subsidiary of Clean Energy Fuels Corp., a Delaware corporation formed on April 17, 2001, which is a public company listed on the NASDAQ (stock ticker CLNE).

## FORM C

## RC-DBE INFORMATION - GOOD FAITH EFFORTS

Federal-aid Project No. **CA-04-0088** Bid Opening Date: February 29, 2016

CITY OF SAN FERNANDO has established a Race-Conscious Disadvantaged Business Enterprise (RC-DBE) goal of 11.52% for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest Proposers shall submit the following information to document adequate good faith efforts. Proposers should submit the following information even if the "Local Agency Bidder – RC-DBE Commitment" form indicates that the Proposer has met the RC-DBE goal. This will protect the Proposer's eligibility for award of the contract if the administering agency determines that the Proposer failed to meet the goal for various reasons, e.g., a RC-DBE firm was not certified at bid opening, or the Proposer made a mathematical error.

Submittal of only the "Local Agency Bidder RC-DBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following types of actions will be considered as part of the Proposer's Good Faith Efforts to obtain RC-DBE participation:

a. The names and dates of each publication in which a request for RC-DBE participation for this project was placed by the Proposer. Attach copies of advertisements or proofs of publication:

| Publications | Dates of Advertisement |
|---|---|
| The Los Angeles Times | February 17, 2016 |
| | |
| | |

b. The names and dates of written notices sent to certified RC-DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the RC-DBEs were interested. Attach copies of solicitations, telephone records, fax confirmations etc.

| Names of RC-DBEs Solicited | Date of Initial Solicitation | Follow Up Methods and Dates |
|---|---|---|
| See attached spreadsheet | | |

c. The items of work which the Proposer made available to RC-DBE firms, including, where appropriate, any break down of the contract work items (including those items normally performed by the Proposer with its own forces) into economically feasible units to facilitate RC-DBE participation. It is the Proposer's responsibility to demonstrate that sufficient work to facilitate RC-DBE participation was made

| Items of Work available to UD | Proposer Normally Performs Item (Y/N) | Breakdown of Items | Amount ($) | Percentage Of Contract |
|---|---|---|---|---|
| See attached spreadsheet | | | | |

d. The names, addresses and phone numbers of rejected RC-DBE firms, the reasons for the Proposer's rejection of the RC-DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each RC-DBE if the selected firm is not a RC-DBE.

1. Names, addresses and phone numbers of rejected RC-DBEs and the reasons for the Proposer's rejection of the RC-DBEs:

See attached spreadsheet

2. Names, addresses and phone numbers of firms selected for the work identified above:

C&J Technical Solutions & Services, Inc.; 4000 Valley Blvd., Suite 103, Walnut, CA 91789; (909) 598-6067

Innova Technologies, Inc.; 1432 South Jones Blvd., Las Vegas, NV 89146; (702) 220-6640

e. Efforts made to assist interested RC-DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to RC-DBEs:

Clean Energy's project manager, Don Canonizado, provided clarification to interested respondents. See attached documentation.

g. Efforts made to assist interested RC-DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the RC-DBEsubcontractor purchases or leases from the prime contractor or its affiliate:

Clean Energy did not receive inquiries about the above-listed services.

h. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using RC-DBE firms. Attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.

| Name of Agency/Organization | Method/Date of Contact | Results |
|---|---|---|
| Clean Energy obtained a list of certified DBEs from the CUCP database from the Department of Transportation using the instructions provided with the City's RFP. | | |

i. Any additional data to support a demonstration of good faith efforts please include here.

See attached spreadsheet

**Proposers are advised to attach all requested documents to this form.**
**Include any and all supplemental materials necessary in order to demonstrate Good Faith Efforts.**

# THE AMERICAN INSTITUTE OF ARCHITECTS

*AIA Document A310*

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Clean Energy
4675 MacArthur Court, Suite 800 Newport Beach, CA 92660

as Principal, hereinafter called the Principal, and Berkley Insurance Company
1250 E. Diehl Road, Suite 200 Naperville, IL 60563

a corporation duly organized under the laws of the State of DE

as Surety, hereinafter called the Surety, are held and firmly bound unto City of San Fernando
117 Macneil Street San Fernando, CA 91340

as Obligee, hereinafter called the Obligee, in the sum of Ten Percent of Amount Bid
Dollars ($ 10% ),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for CNG Fueling Station Upgrades.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 29th day of February , 2016

(Witness)

Clean Energy
(Principal) (Seal)
By: Robert McCreeland CFO
(Title)

Kelly A. Gardner (Witness)

BERKLEY INSURANCE COMPANY CORPORATE SEAL DELAWARE

Berkley Insurance Company
(Surety) (Seal)
By: Attorney-in-Fact Stephen T. Kazmer
(Title)

No. BI-SurePath

POWER OF ATTORNEY
**BERKLEY INSURANCE COMPANY**
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Stephen T. Kazmer HUB International Midwest Limited Westmont, IL

**Surety Bond No.:** Bid Bond

**Principal:** Clean Energy

**Obligee** City of San Fernando

**Amount of Bond:** See Bond Form

its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

**RESOLVED**, that, with respect to the Surety business written by Berkley Surety Group, LLC, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

**RESOLVED**, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

**RESOLVED**, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

**RESOLVED**, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 22 day of January, 2013.

(Seal) Attest:

By _____
Ira S. Lederman
Senior Vice President & Secretary

Berkley Insurance Company

By _____
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT )
) ss:
COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 22 day of January, 2013, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

EILEEN KILLEEN
*NOTARY PUBLIC, STATE OF CONNECTICUT*
MY COMMISSION EXPIRES JUNE 30, 2017

_____
Notary Public, State of Connecticut

**CERTIFICATE**

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 29th day of February, 2016.

(Seal)

_____
Andrew M. Tuma

G-23208-B ss.

STATE OF Illinois

COUNTY OF DuPage

I, Kelly A. Gardner Notary Public of DuPage County,

in the State of Illinois , do hereby certify that Stephen T. Kazmer

Attorney-in-Fact, of the Berkley Insurance Company

who is personally known to me to be the same person whose name is

subscribed to the foregoing instrument, appeared before me this day in person, and

acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the

Berkley Insurance Company

for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Westmont

in said County, this 29th day of February A.D., 2016

OFFICIAL SEAL
KELLY A GARDNER
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:05/13/16

Notary Public Kelly A. Gardner

My Commission expires: May 13, 2016

# RFP FORM B – BIDDERS LIST

**Proposer** Clean Energy **RFP Number** N/A

The U.S. Department of Transportation (DOT) requires CITY OF SAN FERNANDO to create and maintain a Bidders List containing information about all firms (DBEs and non-DBEs) that bid, propose, or quote on CITY OF SAN FERNANDO's DOT-assisted contracts in accordance with 49 C.F.R., Part 26.11. The "Bidders List" is intended to be a count of all firms that are participating, or attempting to participate, on DOT-assisted contracts, whether successful or unsuccessful in their attempt to obtain a contract.

The Proposer is to complete all requested information for every firm that submitted a bid, proposal, or quote, including the Proposer itself and any proposed subconsultants. The Bidders List form shall be submitted with each proposal submitted by the Proposer to CITY OF SAN FERNANDO and for all bids, proposals, or quotes received by the Proposer for the pre-construction phase of this Project. Please note that CITY OF SAN FERNANDO will request that this form be executed again if Proposer is awarded construction work on the Project as new subcontractors will then need to be identified. s. ***The Bidders List content will not be considered in evaluating the proposal or determining award of any contract.***

## 1.0 Proposer's Information

| | |
|---|---|
| Name of Prime's Firm: Clean Energy | **Phone:** ( 949 ) 437 - 1000 |
| **Firm Address:** 4675 MacArthur Court, Suite 800 | **Fax:** (949 ) 724 - 1397 |
| City Newport Beach \| ST CA \| ZIP 92660 | Type of work/services/materials provided: Design, build, operate and maintain natural gas (CNG and LNG) fueling stations. |
| Number of years in business: 19 | |
| Contact Person: Derek Turbide | Title: Regional Vice President |
| Is the firm currently certified as a DBE under 49 C.F.R., Part 26? ☐ Yes ☑ No | Check the box below for your firm's annual gross receipts last year: ☐ Less than $1 million ☐ Less than $5 million ☐ Less than $10 million ☐ Less than $15 million ☑ More than $15 million |
| Proposer has DBE Certification in the following categories (place an "X"): ☐ African American ☐ Asian Pacific American ☐ Native American ☐ Woman ☐ Hispanic American ☐ Subcontinent Asian American ☐ Other | |

## RFP FORM B (CONT'D) – BIDDERS LIST

***Note: Each proposed subconsultant shall complete this form, and the Proposer will submit it with its proposal.***

### 1.0 Subconsultant's Information

| | | | |
|---|---|---|---|
| Name of Subconsultant's Firm: C&J Technical Solutions & Services, Inc. | | | **Phone:** ( 909 ) 598 - 6067 |
| **Firm Address:** 4000 Valley Blvd., Suite 103 | | | **Fax:** ( 909 ) 598 - 6089 |
| City Walnut | ST CA | ZIP 91789 | Type of work/services/materials provided: Engineering (NAICS: 541330) |
| Number of years in business: 11 | | | |
| Contact Person: John Jolly | | | Title: President |
| Is the subconsultant's firm currently certified as a DBE under 49 C.F.R., Part 26? ☑ Yes ☐ No | | | Check the box below for your firm's annual gross receipts last year: |
| Subconsultant has DBE Certification in the following categories (place an "X"): ☑ African American ☐ Asian Pacific American ☐ Native American ☐ Woman ☐ Hispanic American ☐ Subcontinent Asian American ☐ Other | | | ☐ Less than $1 million ☑ Less than $5 million ☐ Less than $10 million ☐ Less than $15 million ☐ More than $15 million |

**If necessary, this Bidders List form can be duplicated to include all firms (DBEs and non-DBEs) that have submitted a bid, proposal, or quote on this DOT-assisted Project, whether successful or unsuccessful in their attempt to obtain a contract.**

## RFP FORM B (CONT'D) – BIDDERS LIST

***Note: Each proposed subconsultant shall complete this form, and the Proposer will submit it with its proposal.***

### 1.0 Subconsultant's Information

| | | | |
|---|---|---|---|
| Name of Subconsultant's Firm: CalCraft | | | **Phone:** ( 800 ) 345 - 9645 X 118 |
| **Firm Address:** 1426 South Willow Avenue | | | **Fax:** ( 909 ) 879 - 2910 |
| City Rialto | ST CA | ZIP 92376 | Type of work/services/materials provided: Construction Services/Fabrication |
| Number of years in business: 23 | | | |
| Contact Person: Bob Johnson | | | Title: Sales Manager |
| Is the subconsultant's firm currently certified as a DBE under 49 C.F.R., Part 26? ☐ Yes ☑ No | | | Check the box below for your firm's annual gross receipts last year: |
| Subconsultant has DBE Certification in the following categories (place an "X"): ☐ African American ☐ Asian Pacific American ☐ Native American ☐ Woman ☐ Hispanic American ☐ Subcontinent Asian American ☐ Other | | | ☐ Less than $1 million ☐ Less than $5 million ☑ Less than $10 million ☐ Less than $15 million ☐ More than $15 million |

**If necessary, this Bidders List form can be duplicated to include all firms (DBEs and non-DBEs) that have submitted a bid, proposal, or quote on this DOT-assisted Project, whether successful or unsuccessful in their attempt to obtain a contract.**

## RFP FORM B (CONT'D) – BIDDERS LIST

***Note: Each proposed subconsultant shall complete this form, and the Proposer will submit it with its proposal.***

### 1.0 Subconsultant's Information

| | | | |
|---|---|---|---|
| Name of Subconsultant's Firm: Innova Technologies, Inc. | | | **Phone:** ( 702 ) 220 - 6640 |
| **Firm Address:** 1432 South Jones Blvd., | | | **Fax:** ( 702 ) 220 - 7740 |
| City Las Vegas | ST NV | ZIP 89146 | Type of work/services/materials provided: Engineering (NAICS: 541330) |
| Number of years in business: 12 | | | |
| Contact Person: Carlos Banchik | | | Title: President |
| Is the subconsultant's firm currently certified as a DBE under 49 C.F.R., Part 26? ☑ Yes ☐ No | | | Check the box below for your firm's annual gross receipts last year: ☐ Less than $1 million ☑ Less than $5 million ☐ Less than $10 million ☐ Less than $15 million ☐ More than $15 million |
| Subconsultant has DBE Certification in the following categories (place an "X"): ☐ African American ☐ Asian Pacific American ☐ Native American ☐ Woman ☑ Hispanic American ☐ Subcontinent Asian American ☐ Other | | | |

**If necessary, this Bidders List form can be duplicated to include all firms (DBEs and non-DBEs) that have submitted a bid, proposal, or quote on this DOT-assisted Project, whether successful or unsuccessful in their attempt to obtain a contract.**

# FORM A

## LOCAL AGENCY PROPOSER RC-DBE COMMITMENT

**This form must be submitted with the proposal.**

Local Agency: City of San Fernando  Location: San Fernando, CA
Project Description: CNG Fueling Station Upgrades
Proposal Date: February 29, 2016
Proposer's Name: Clean Energy
Contract RC-DBE Goal (%): 11.52%

| Work Item Number | Description or Services to be Subcontracted (or contracted if the Proposer is a RC-DBE) | DBE Certificate Number and Expiration Date | Name of Each RC-DBE (must be certified prior to submission- include RC-DBE address and phone number) | Percent Participation of Each RC-DBE |
|---|---|---|---|---|
| | Engineering services | 39614 | Innova Technologies, Inc. | 0.68% |
| | Engineering services | 36120 | C&J Technical Solutions & Services, Inc. | 3.4% |
| | Construction, Fabrication | N/A | CalCraft | 3.7% |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

### FOR AGENCY TO COMPLETE

Agency Proposal Number: _____
Federal-Aid Project Number: _____
Federal Share: _____
Proposal Date: _____

Agency certifies that the DBE certifications have been verified and all information is complete and accurate/unless noted otherwise.

_____
Signature of Agency Representative  Date

_____
Agency Representative (please print or type)

( ) -
Phone Number

Total Claimed RC-DBE Commitment: 4.08 %

_____
Signature of Proposer

2/25/16  ( 949 ) 437 - 1000
Date  Phone Number

Rick Mendoza
Person to Contact (please print or type)

**Distribution**: (1) Original - Agency files

Local Agency Proposer RC-DBE Commitment (Consultant Contracts) – Rev 062113

THE CITY OF SAN FERNANDO

**ADDENDUM No. 1**
**January 14, 2016**

Project

CNG Fueling Station Upgrades

Notice is hereby given that certain sections contained in the Request for Proposals for the project referenced above have been amended, clarified, and/or deleted and are identified as Addendum No. 1 and attached hereto.

THEREFORE: All proposers are required to note this Addendum No. 1, sign and submit this page with their sealed proposal. **Failure to provide such acknowledgement shall render the bid as non-responsive and subject to rejection.**

Signature

February 24, 2016
Date

Peter Grace, Senior Vice President, Sales & Finance
Name, Title

Clean Energy
Company Name

****This form must be included with your bid proposal packet.**

THE CITY OF SAN FERNANDO

**ADDENDUM No. 2**
**January 19, 2016**

Project

CNG Fueling Station Upgrades

Notice is hereby given that certain sections contained in the Request for Proposals for the project referenced above have been amended, clarified, and/or deleted and are identified as Addendum No. 2 and attached hereto.

THEREFORE: All proposers are required to note this Addendum No. 2, sign and submit this page with their sealed proposal. **Failure to provide such acknowledgement shall render the bid as non-responsive and subject to rejection.**

Signature

February 24, 2016
Date

Peter Grace, Senior Vice President, Sales & Finance
Name, Title

Clean Energy
Company Name

****This form must be included with your bid proposal packet.**

THE CITY OF SAN FERNANDO

**ADDENDUM No. 3**
**February 16, 2016**

Project

CNG Fueling Station Upgrades

Notice is hereby given that certain sections contained in the Request for Proposals for the project referenced above have been amended, clarified, and/or deleted and are identified as Addendum No. 3 and attached hereto.

THEREFORE: All proposers are required to note this Addendum No. 3, sign and submit this page with their sealed proposal. **Failure to provide such acknowledgement shall render the bid as non-responsive and subject to rejection.**

Signature

February 29, 2016
Date

Peter Grace, Senior Vice President, Sales & Finance
Name, Title

Clean Energy
Company Name

****This form must be included with your bid proposal packet.**

# Certificate for Buy America (Select Certification applicable)

**Certification requirement for procurement of buses, other rolling stock and associated equipment.**

*Certificate of Compliance with 49 U.S.C. 5323(j)(1)*

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5.

Date February 25, 2016

Signature

Company Name Clean Energy

Title Senior Vice President, Sales & Finance

*Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)*

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

**Certification requirement for procurement of buses, other rolling stock and associated equipment.**

*Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).*

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Date February 25, 2016

Signature _____

Company Name Clean Energy

Title Senior Vice President, Sales & Finance

*Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)*

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.7.

Date _____

Signature _____

Company Name _____

Title _____

# Required Certificate for Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

*(To be submitted with each bid or offer exceeding $100,000)*

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq* .)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Contractor, Clean Energy, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands

and agrees that the provisions of 31 U.S.C. A 3801, *et seq., apply* to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

Peter Grace
Senior Vice President, Sales & Finance Name and Title of Contractor's Authorized Official

February 25, 2016 Date

# Certification for Suspension and Debarment

CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY and VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTION

***(To be submitted with all bids exceeding $25,000.)***

(1) The prospective lower tier participant (Bidder/Contractor) certifies, by submission of this bid or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) The prospective Bidder/Contractor also certifies by submission of this bid or proposal that all subcontractors and suppliers (this requirement flows down to all subcontracts at all levels) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(3) Where the prospective lower tier participant (Bidder/Contractor) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

The lower tier participant (Bidder/Contractor), Clean Energy, certifies or affirms the truthfulness and accuracy of this statement of its certification and disclosure, if any.

DATE February 25, 2016

SIGNATURE _____

COMPANY Clean Energy

NAME Peter Grace

TITLE Senior Vice President, Sales & Finance

State of _____

County of _____

Subscribed and sworn to before me this ___ day of _____, 20___.

See attached California Jurat

Notary Public _____

My Appointment Expires _____

**CALIFORNIA JURAT WITH AFFIANT STATEMENT** **GOVERNMENT CODE § 8202**

☒ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], *not* Notary)

1
2
3
4
5
6

*Signature of Document Signer No. 1* *Signature of Document Signer No. 2 (if any)*

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

Subscribed and sworn to (or affirmed) before me on this 25th day of February, 2016,
by (1) Peter Grave
(and (2) _____ ),
*Name(s) of Signer(s)*

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

MICHELLE I. BRODY
Commission # 1978268
Notary Public - California
Orange County
My Comm. Expires May 14, 2016

Signature Michelle I Brody
*Signature of Notary Public*

*Seal*
*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**
Title or Type of Document: Certification for Suspension and Debarment Document Date: 2/25/16
Number of Pages: 1 Signer(s) Other Than Named Above: _____

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dun & bradstreet

# Clean Energy Fuels Corp. DUNS: 04-375-7348

## Dashboard

### Company Info

**Address:**
4675 Macarthur Ct Ste 800
Newport Beach, CA 92660

**Phone:**
(949) 437-1000

**URL:**
www.cleanenergyfuels.com

**DBA's:**

**Fax:**

**Location Type:**
Headquarter

### Risk Interpreter

#### Risk of Debt Write-Off

Low Risk — High Risk

Based on the D&B Financial Stress Score, the probability of failure for this company in the next 12 months is 0.68%, which makes it a Moderate-High risk for you to incur a write-off. You can adjust your credit limits and collections strategies to reduce your exposure or increase your bad debt reserves to counter this risk.

#### Cash Flow Risk

Low Risk — High Risk

Based on the D&B Delinquency Predictor reporting a payment behavior of Slow and/or non-payments, this company is predicted to have a Moderate-High risk of a negative impact to your cash flow. You can adjust your payment terms, credit limits and collections strategies to mitigate this risk.

#### Payment Behavior

On Time — 180 Days BT

According to the D&B PAYDEX® Score, this company paid its vendors on average 22 days beyond credit terms.

### Scores

| PAYDEX® | Delinquency Predictor | | Financial Stress | | Supplier Eval. Risk Rating | Credit Limit Rec. | DandB Rating |
|---|---|---|---|---|---|---|---|
| Score | Score | Class | Score | Class | Rating | Recommendation | Rating |
| 61 ▲ | 474 ▲ | 4 | 1418 ▼ | 4 | 4 ▼ | $1000K | 5A3 |

### Recent Alerts

**There are currently no alerts issued for this company. If you only recently began monitoring this company, you will not receive your first alerts until score changes or events occur. To configure your alerts notification settings, please**

### Payments Summary

| | | |
|---|---|---|
| **Current PAYDEX®:** | 61 | Equal to 22 days beyond terms |
| **Industry Median:** | 78 | Equal to 3 DAYS BEYOND terms |
| **Payment Trend:** | ↔ | Unchanged, compared to payments three months ago |

| | |
|---|---|
| **Total payment Experiences in D&Bs File (HQ):** | 141 |
| **Payments Within Terms (not dollar weighted):** | 69% |

| | |
|---|---|
| **Average High Credit:** | 25,213 |
| **Largest High Credit:** | 300,000 |
| **Highest Now Owing:** | 250,000 |
| **Highest Past Due:** | 250,000 |

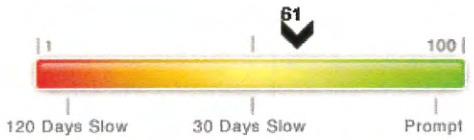
## Scores

### PAYDEX®

**61** ▲

3 Month PAYDEX®
**60**

22 days beyond terms




### Understanding My Score

**Payment History**

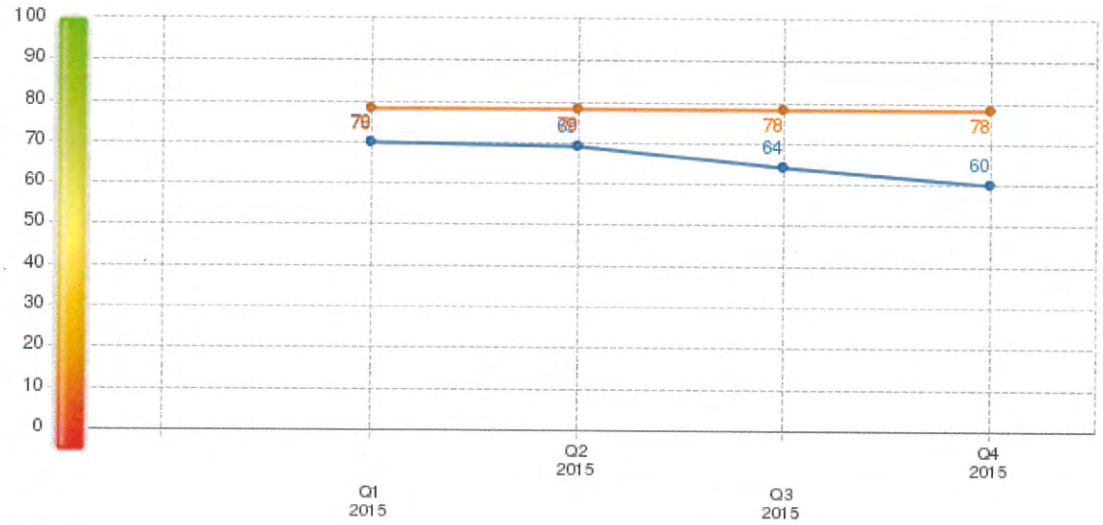
**Total (Last 24 Months):** 80

| Date ▼ | Paying Record | High Credit | Now Owes | Past Due | Selling Terms | Last sale w/f (Mo. ) |
|---|---|---|---|---|---|---|
| 01/2016 | Ppt | $5,000 | $500 | -- | Lease Agreemnt | |
| 01/2016 | Ppt | $2,500 | $250 | $0 | | 1 mo |
| 01/2016 | Ppt | $1,000 | $0 | $0 | N30 | 1 mo |
| 01/2016 | Slow 40 | $100,000 | $20,000 | $20,000 | | 1 mo |
| 12/2015 | Ppt | $250,000 | $25,000 | $50 | | 1 mo |

**Key**

| PAYDEX® | Payment Practices | PAYDEX® | Payment Practices |
|---|---|---|---|
| 100 | Anticipate | 40 | 60 Days Beyond Terms |
| 90 | Discount | 30 | 90 Days Beyond Terms |
| 80 | Prompt | 20 | 120 Days Beyond Terms |
| 70 | 15 Days Beyond | 1-19 | Over 120 Days Beyond Terms |
| 60 | 22 Days Beyond Terms | UN | Unavailable |
| 50 | 30 Days Beyond Terms | | |

### Trending & Industry Comparison




• This Company (61) • Industry Median: (78)

| | Jan 2015 | Feb 2015 | Mar 2015 | Apr 2015 | May 2015 | Jun 2015 | Jul 2015 | Aug 2015 | Sep 2015 | Oct 2015 | Nov 2015 | Dec 2015 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **This Company** | 71 | 71 | 69 | 70 | 69 | 68 | 66 | 65 | 62 | 61 | 61 | 59 |
| **Industry Quartiles** | | | | | | | | | | | | |
| Upper | -- | -- | 80 | -- | -- | 80 | -- | -- | 80 | -- | -- | 80 |
| Medium | -- | -- | 78 | -- | -- | 78 | -- | -- | 78 | -- | -- | 78 |
| Lower | -- | -- | 73 | -- | -- | 73 | -- | -- | 73 | -- | -- | 73 |

Based on payments collected over the last 4 quarters.

- Current PAYDEX® for this business is 61 , or equal to 22 days beyond terms
- The 12-month high is 71 , or equal to 14 days beyond terms.
- The 12-month low is 59 , or equal to 23 days beyond terms.
- The present industry median score is 78 , or equal to 3 days beyond terms.
- Industry upper quartile represents the performance of the payers in the 75th percentile
- Industry lower quartile represents the performance of the payers in the 25th percentile

## Delinquency Predictor Score

| Score | Class | Percentile |
|---|---|---|
| **474** ▲ | **4** | **21%** |

Moderate to high risk of severe payment delinquency over next 12 months

## Understanding My Score

**Incidence of Delinquent Payment:**

Among Companies with this Classification: **9.40%**

Average compared to business in D&Bs database: **10.20%**

### Factors Affecting Your Score:

Proportion of past due balances to total amount owing

Proportion of slow payments in recent months

Increase in proportion of delinquent payments in recent payment experiences

Financial ratios

Evidence of open liens

Higher risk industry based on delinquency rates for this industry

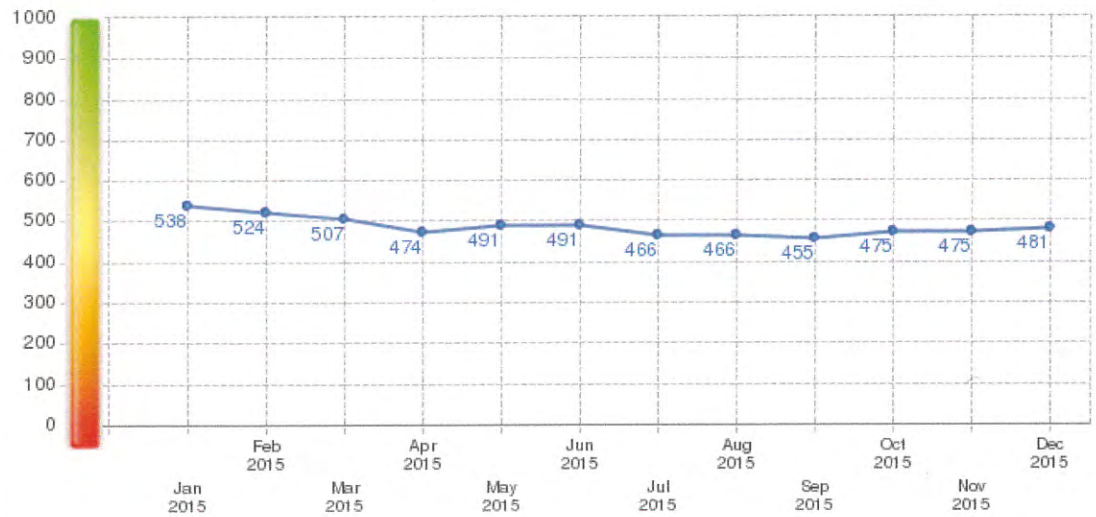
**Notes:**

- The Delinquency Predictor Score Risk Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience severe delinquency.
- The probability of delinquency shows the percentage of firms in a given percentile that are likely to pay creditors in a severely delinquent manner. The average probability of delinquency is based on businesses in D&B´s database and is provided for comparative purposes.
- The Delinquency Predictor Score percentile reflects the relative ranking of a firm among all scorable companies in D&B´s file.
- The Delinquency Predictor Score offers a more precise measure of the level of risk than the Risk Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.

Key

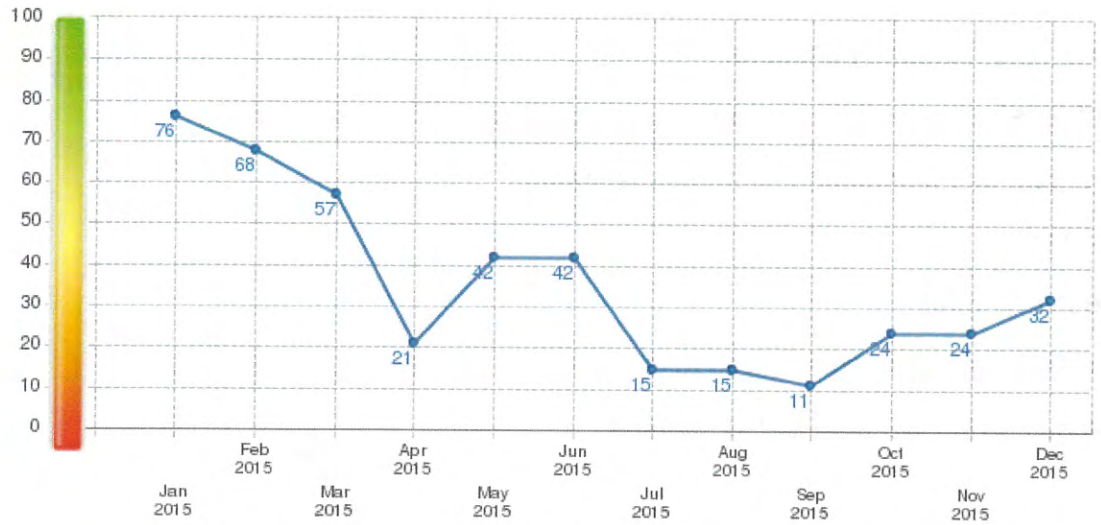
| Risk Class | % of Businesses within this Class | Percentile | Score |
|---|---|---|---|
| 1 | 10% | 91-100 | 580-670 |
| 2 | 20% | 71-90 | 530-579 |
| 3 | 40% | 31-70 | 481-529 |
| 4 | 20% | 11-30 | 453-480 |
| 5 | 10% | 1-10 | 101-452 |

Trends - Scores, 12 Month



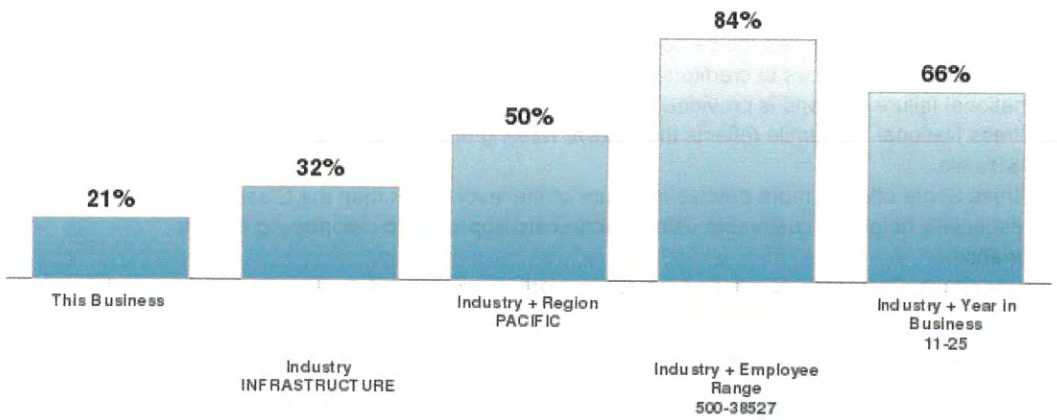

- My Company (474)

Trends - Percentile, 12 Month




- **My Company (21%)**

## Industry Comparison



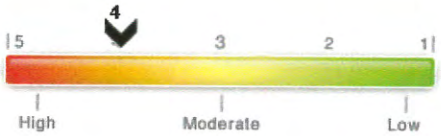

This business has a Credit Score Percentile that shows:

- Higher risk than other companies in the same region.
- Higher risk than other companies in the same industry.
- Higher risk than other companies in the same employee size range.
- Higher risk than other companies with a comparable number of years in business.

## Financial Stress Score

| Score | Class | Nat'l % |
|---|---|---|
| 1418 ▼ | 4 | 22% |

Moderate to high risk of severe financial stress, such as a bankruptcy, over the next 12 months




## Understanding My Score

**Incidence of Financial Stress:**

Among Companies with this Classification: 0.84%

Average compared to business in D&Bs database: **0.48%**

## Factors Affecting This Company's Score:

Low proportion of satisfactory payment experiences to total payment experiences.

High proportion of past due balances to total amount owing.

UCC Filings reported.

Negative change in net worth.

High proportion of slow payment experiences to total number of payment experiences.

High number of inquiries to D&B over last 12 months.

- The Financial Stress Class Summary Model predicts the likelihood of a firm ceasing business without paying all creditors in full, or reorganization or obtaining relief from creditors under state/federal law over the next 12 months. Scores were calculated using a statistically valid model derived from D&B's extensive data files.

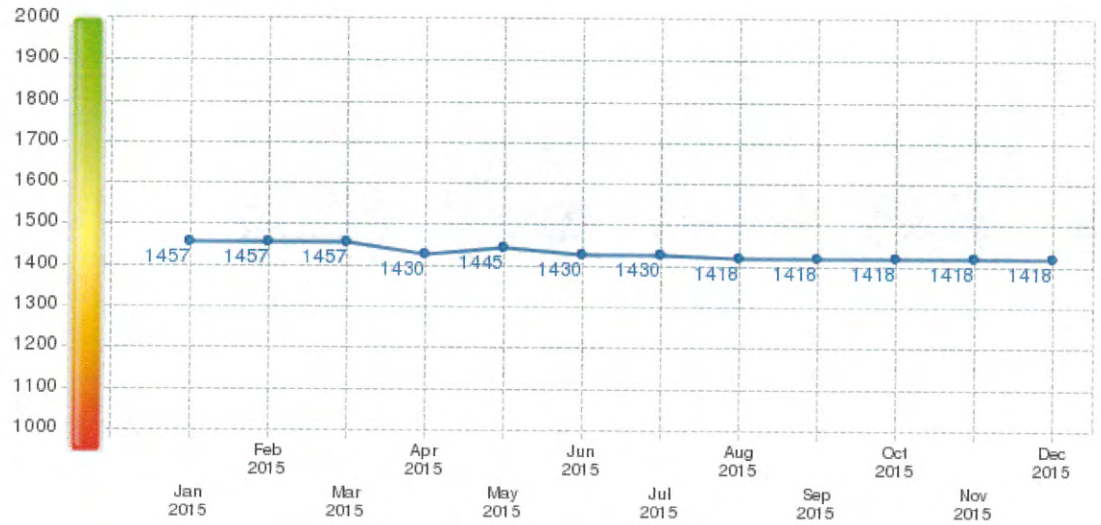
**Notes:**

- The Financial Stress Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience financial stress.
- The Incidence of Financial Stress shows the percentage of firms in a given Class that discontinued operations over the past year with loss to creditors. The Incidence of Financial Stress - National Average represents the national failure rate and is provided for comparative purposes.
- The Financial Stress National Percentile reflects the relative ranking of a company among all scorable companies in D&B's file.
- The Financial Stress Score offers a more precise measure of the level of risk than the Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.
- All Financial Stress Class, Percentile, Score and Incidence statistics are based on sample data from

Key

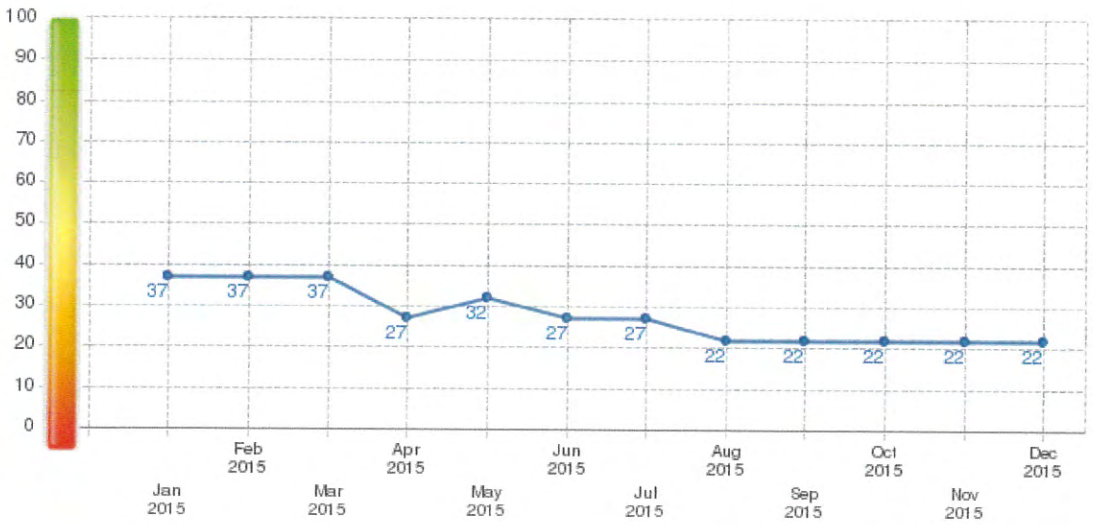
| Score | Class | Percentile | Incidence of Financial Stress |
|---|---|---|---|
| 1570-1875 | 1 | 95-100 | 0.03% |
| 1510-1569 | 2 | 69-94 | 0.09% |
| 1450-1509 | 3 | 34-68 | 0.24% |
| 1340-1449 | 4 | 2-33 | 0.84% |
| 1001-1339 | 5 | 1 | 4.70% |

Trends - Scores, 12 Month



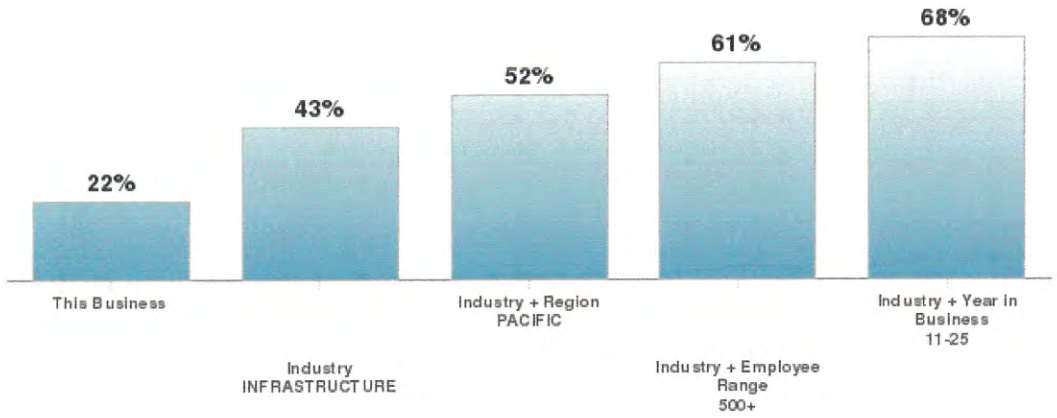

- **My Company (1,418)**

Trends - Percentile, 12 Month




- My Company (22%)

Industry - Comparison




This Business has a Financial Stress Percentile that shows:

- Higher risk than other companies in the same region.
- Higher risk than other companies in the same industry.
- Higher risk than other companies in the same employee size range.
- Higher risk than other companies with a comparable number of years in business.

## Supplier Evaluation Risk Rating

**4** ▼

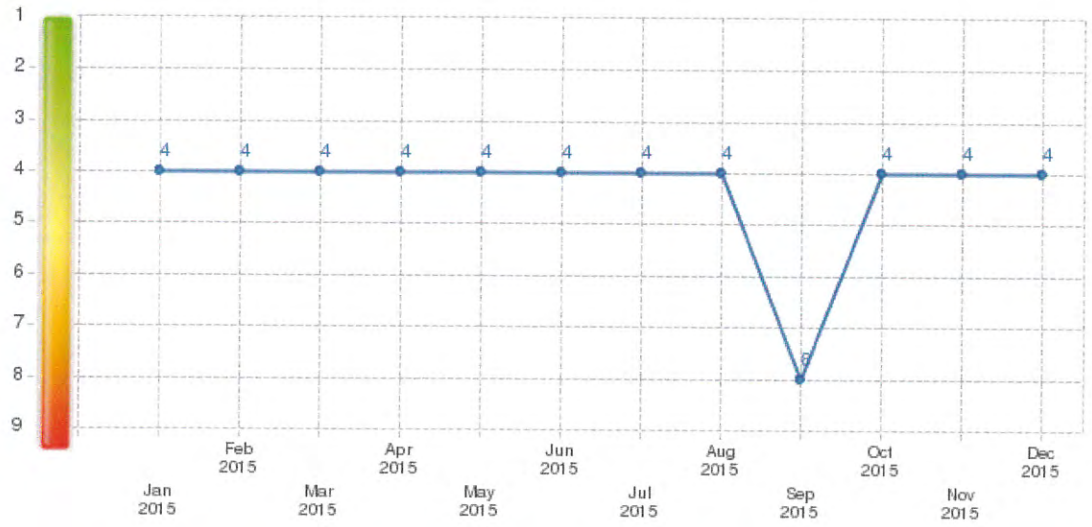
Moderate risk of supplier experiencing severe financial stress over the next 12 months.

## Understanding My Score

**Factors Affecting This Company's Score:**

- Change in net worth
- Proportion of slow payment experiences to total number of payment experiences reported
- Financial ratios
- Proportion of past due balances to total amount owing
- Higher risk industry based on inactive rate for this industry

## Trends




- **This Company (4)**

## Credit Limit Recommendation

Risk Category

**1**

Low

Conservative Credit Limit

**$1,000k**

Aggressive Credit Limit

**$1,000k**

### Understanding My Score

D&B's Credit Limit Recommendation is intended to help you more easily manage your credit decisions. It provides two recommended dollar guidelines:

A conservative limit, which suggests a dollar benchmark if your policy is to extend less credit to minimize risk.

An aggressive limit, which suggests a dollar benchmark if your policy is to extend more credit with potentially more risk.

The dollar guideline amounts are based on a historical analysis of credit demand of customers in D&B's U.S. payments database which have a similar profile to your business.

## D&B Rating

Rating

**5A3**

Financial Strength: **5A indicates $50,000,000 and over**

Composite Credit Appraisal: **3 is fair**

| D&B Rating | Date Applied |
|---|---|
| 5A3 | 2013-03-04 |
| 5A2 | 2011-03-15 |
| 5A3 | 2010-05-12 |
| 5A2 | 2007-11-14 |
| -- | 2006-07-17 |
| 1R4 | 2005-03-24 |
| -- | 2002-11-20 |
| 1R3 | 2001-11-21 |
| -- | 2001-10-05 |
| ERN | 2001-09-27 |

## Understanding My Score

### Factors Affecting Your Score

# of Employees Total: **1,084 (UNDETERMINED here)**

Sales: **$428,940,000.00**

As of 12/31/14

Worth: **$465,035,000**

Working Capital: **$293,428,000**

Payment Activity (based on 141 experiences):

Average High Credit: **$25,213**

Highest Credit: **$300,000**

Total Highest Credit: **$2,894,700**

Note: The Worth amount in this section may have been adjusted by D&B to reflect typical deductions, such as certain intangible assets.

# Payments

## Timeliness of Historical Payments

| | | |
|---|---|---|
| **Current PAYDEX®:** | 61 | Equal to 22 days beyond terms |
| **Industry Median:** | 78 | Equal to 3 DAYS BEYOND terms |
| **Payment Trend:** | ↔ | Unchanged, compared to payments three months ago |

| | |
|---|---|
| **Total payment Experiences in D&Bs File (HQ):** | 141 |
| **Total payment Experiences during the last 3 months:** | 77 |
| **Payments Within Terms (not dollar weighted):** | 69 |
| **Total Placed For Collection:** | NA |
| **Average Highest Credit:** | 25,213 |
| **Largest High Credit:** | 300,000 |
| **Highest Now Owing:** | 250,000 |
| **Highest Past Due:** | 250,000 |

## Payment Summary

Total (12 months): 141

| | Total Received | Total Dollar Amount | Largest High Credit Payment summary | Within Terms | Days Slow 31 | 30-80 | 81-90 | 90 |
|---|---|---|---|---|---|---|---|---|
| **Top Industries** | | | | | | | | |
| Electric services | 15 | $1,058,750 | $300,000 | 33% | 1 | 14 | 52 | 0 |
| Telephone communictns | 14 | $85,600 | $70,000 | 97% | 1 | 1 | 0 | 1 |
| Public finance | 8 | $90,050 | $20,000 | 78% | 22 | 0 | 0 | 0 |
| Nonclassified | 7 | $7,550 | $5,000 | 30% | 1 | 0 | 0 | 69 |
| Natural gas distrib | 6 | $66,750 | $55,000 | 100% | 0 | 0 | 0 | 0 |
| Whol industrial suppl | 5 | $42,600 | $35,000 | 41% | 3 | 50 | 0 | 6 |
| Whol chemicals | 5 | $31,000 | $20,000 | 48% | 37 | 0 | 0 | 15 |
| Misc business service | 4 | $208,050 | $200,000 | 100% | 0 | 0 | 0 | 0 |
| Whol electronic parts | 4 | $43,250 | $30,000 | 46% | 52 | 2 | 0 | 0 |
| Mfg photograph equip | 3 | $27,600 | $20,000 | 64% | 36 | 0 | 0 | 0 |
| Whol petroleum prdts | 2 | $301,000 | $300,000 | 0% | 100 | 0 | 0 | 0 |
| Whol electrical equip | 2 | $265,000 | $250,000 | 100% | 0 | 0 | 0 | 0 |
| Misc equipment rental | 2 | $75,000 | $70,000 | 53% | 0 | 0 | 47 | 0 |
| Passenger car rental | 2 | $25,000 | $20,000 | 40% | 60 | 0 | 0 | 0 |
| Whol industrial equip | 2 | $12,500 | $10,000 | 50% | 50 | 0 | 0 | 0 |
| Mfg switchgear-boards | 2 | $8,500 | $7,500 | 100% | 0 | 0 | 0 | 0 |
| Mfg relays/controls | 2 | $2,750 | $2,500 | 9% | 91 | 0 | 0 | 0 |
| Whol auto parts | 2 | $350 | $250 | 29% | 71 | 0 | 0 | 0 |
| Whol computers/softwr | 1 | $200,000 | $200,000 | 100% | 0 | 0 | 0 | 0 |
| Mfg industrial gases | 1 | $100,000 | $100,000 | 0% | 0 | 100 | 0 | 0 |
| Radiotelephone commun | 1 | $50,000 | $50,000 | 100% | 0 | 0 | 0 | 0 |
| Police protection | 1 | $30,000 | $30,000 | 100% | 0 | 0 | 0 | 0 |
| Hotel/motel operation | 1 | $25,000 | $25,000 | 50% | 50 | 0 | 0 | 0 |
| Help supply service | 1 | $20,000 | $20,000 | 50% | 50 | 0 | 0 | 0 |
| Employment agency | 1 | $15,000 | $15,000 | 100% | 0 | 0 | 0 | 0 |
| Misc repair services | 1 | $15,000 | $15,000 | 0% | 50 | 50 | 0 | 0 |
| Mfg semiconductors | 1 | $10,000 | $10,000 | 50% | 50 | 0 | 0 | 0 |
| Whol appliances | 1 | $10,000 | $10,000 | 100% | 0 | 0 | 0 | 0 |
| Custom programming | 1 | $10,000 | $10,000 | 0% | 0 | 0 | 0 | 100 |
| Whol medical equip | 1 | $10,000 | $10,000 | 50% | 50 | 0 | 0 | 0 |
| Whol service paper | 1 | $7,500 | $7,500 | 50% | 50 | 0 | 0 | 0 |
| Mfg fluid meters | 1 | $5,000 | $5,000 | 50% | 50 | 0 | 0 | 0 |
| Whol hardware | 1 | $2,500 | $2,500 | 0% | 50 | 50 | 0 | 0 |
| Short-trm busn credit | 1 | $2,500 | $2,500 | 100% | 0 | 0 | 0 | 0 |
| Electric eqpt repair | 1 | $2,500 | $2,500 | 100% | 0 | 0 | 0 | 0 |
| Mfg surgical supplies | 1 | $2,500 | $2,500 | 100% | 0 | 0 | 0 | 0 |
| Operative builders | 1 | $2,500 | $2,500 | 100% | 0 | 0 | 0 | 0 |

| | Total Received | Total Dollar Amount | Largest High Credit Payment summary | Within Terms | Days Slow 31 | 30-80 | 81-90 | 90 |
|---|---|---|---|---|---|---|---|---|
| Mfg process controls | 1 | $1,000 | $1,000 | 0% | 100 | 0 | 0 | 0 |
| Mfg lubricating oils | 1 | $1,000 | $1,000 | 50% | 0 | 50 | 0 | 0 |
| Mfg construction mach | 1 | $500 | $500 | 0% | 100 | 0 | 0 | 0 |
| Whol misc profsn eqpt | 1 | $250 | $250 | 50% | 0 | 50 | 0 | 0 |
| Whol durable goods | 1 | $100 | $100 | 100% | 0 | 0 | 0 | 0 |
| Reg misc coml sector | 1 | $50 | $50 | 100% | 0 | 0 | 0 | 0 |
| Lithographic printing | 1 | $50 | $50 | 100% | 0 | 0 | 0 | 0 |
| Ret auto supplies | 1 | $50 | $50 | 0% | 0 | 0 | 0 | 100 |
| **Other Categories** | | | | | | | | |
| Cash experiences | 23 | $4,500 | $750 | -- | -- | -- | -- | -- |
| Unknown | 4 | $15,900 | $15,000 | -- | -- | -- | -- | -- |
| Unfavorable comments | 0 | $0 | $0 | -- | -- | -- | -- | -- |
| Placed for collections with D&B: | 0 | $0 | $0 | -- | -- | -- | -- | -- |
| Other | 0 | N/A | $0 | -- | -- | -- | -- | -- |
| Total in D&B's file | 141 | $2,894,700 | $300,000 | -- | -- | -- | -- | -- |

## Payments Beyond Terms

**Total (Last 24 Months):28**

| Date | Paying Record | High Credit | Now Owes | Past Due | Selling Terms | Last sale w/f (Mo. ) |
|---|---|---|---|---|---|---|
| 01/2016 | Slow 40 | 100,000 | $20,000 | $20,000 | -- | 1 mo |
| 12/2015 | Ppt-Slow 30 | 25,000 | $7,500 | $7,500 | N30 | 2-3 mos |
| 12/2015 | Ppt-Slow 30 | 25,000 | $7,500 | $1,000 | -- | 1 mo |
| 12/2015 | Ppt-Slow 30 | 20,000 | $0 | $0 | -- | 2-3 mos |
| 12/2015 | Ppt-Slow 30 | 20,000 | $10,000 | -- | -- | 1 mo |
| 12/2015 | Ppt-Slow 30 | 10,000 | $0 | $0 | -- | 1 mo |
| 12/2015 | Ppt-Slow 30 | 5,000 | $5,000 | $0 | -- | 1 mo |
| 12/2015 | Ppt-Slow 30 | 2,500 | $0 | $0 | -- | 2-3 mos |
| 12/2015 | Ppt-Slow 30 | 1,000 | $250 | $0 | -- | 1 mo |
| 12/2015 | Ppt-Slow 60 | 1,000 | $0 | $0 | N30 | 6-12 mos |
| 12/2015 | Ppt-Slow 120 | 7,500 | $5,000 | $2,500 | -- | 1 mo |
| 12/2015 | Slow 30 | 1,000 | $0 | $0 | -- | 2-3 mos |
| 12/2015 | Slow 30 | 250 | $0 | $0 | -- | 6-12 mos |
| 12/2015 | Slow 40 | 750 | $0 | $0 | -- | 4-5 mos |
| 12/2015 | Slow 30-60 | 15,000 | $0 | $0 | -- | 2-3 mos |
| 12/2015 | Slow 30-60 | 2,500 | $750 | $500 | -- | 1 mo |
| 12/2015 | Slow 30-60 | 250 | $250 | $250 | -- | 1 mo |
| 12/2015 | Slow 90 | 250,000 | $250,000 | $250,000 | -- | 1 mo |
| 12/2015 | Slow 60-120 | 1,000 | $100 | $0 | -- | 1 mo |
| 12/2015 | Slow 120 | 250 | $250 | $250 | -- | 4-5 mos |
| 12/2015 | Slow 60-180 | 5,000 | $100 | $100 | -- | 6-12 mos |
| 12/2015 | Slow 120-180 | 1,000 | $0 | $0 | -- | 6-12 mos |
| 11/2015 | Ppt-Slow 30 | 30,000 | $15,000 | $10,000 | -- | 1 mo |
| 11/2015 | Ppt-Slow 30 | 10,000 | $0 | $0 | N30 | 2-3 mos |
| 11/2015 | Ppt-Slow 30 | 500 | $250 | $0 | -- | 1 mo |
| 05/2015 | Slow 30 | 5,000 | $0 | $0 | N30 | 6-12 mos |
| 01/2015 | Slow 150-180+ | 10,000 | $10,000 | $10,000 | -- | -- |
| 12/2013 | Ppt-Slow 90 | 70,000 | $0 | $0 | -- | 6-12 mos |

## All Payments

**Total (Last 24 Months):** **80**

| Date | Paying Record | High Credit | Now Owes | Past Due | Selling Terms | Last sale w/f (Mo. ) |
|---|---|---|---|---|---|---|
| 01/2016 | Ppt | $5,000 | $500 | -- | Lease Agreemnt | -- |
| 01/2016 | Ppt | $2,500 | $250 | $0 | -- | 1 mo |
| 01/2016 | Ppt | $1,000 | $0 | $0 | N30 | 1 mo |
| 01/2016 | Slow 40 | $100,000 | $20,000 | $20,000 | -- | 1 mo |
| 12/2015 | Ppt | $250,000 | $25,000 | $50 | -- | 1 mo |
| 12/2015 | Ppt | $200,000 | $100,000 | $0 | N30 | 1 mo |

| Date | Paying Record | High Credit | Now Owes | Past Due | Selling Terms | Last sale w/f (Mo. ) |
|---|---|---|---|---|---|---|
| 12/2015 | Ppt | $90,000 | $0 | $0 | -- | 1 mo |
| 12/2015 | Ppt | $70,000 | $0 | $0 | -- | 2-3 mos |
| 12/2015 | Ppt | $30,000 | $30,000 | $0 | N30 | 1 mo |
| 12/2015 | Ppt | $30,000 | $0 | $0 | N30 | 1 mo |
| 12/2015 | Ppt | $15,000 | $7,500 | $2,500 | N30 | 1 mo |
| 12/2015 | Ppt | $15,000 | $10,000 | $0 | N30 | 1 mo |
| 12/2015 | Ppt | $10,000 | $0 | $0 | N30 | 6-12 mos |
| 12/2015 | Ppt | $7,500 | $0 | $0 | -- | 6-12 mos |
| 12/2015 | Ppt | $7,500 | $5,000 | $0 | -- | 1 mo |
| 12/2015 | Ppt | $7,500 | $5,000 | -- | -- | 1 mo |
| 12/2015 | Ppt | $7,500 | $0 | $0 | N30 | 1 mo |
| 12/2015 | Ppt | $2,500 | $2,500 | $0 | -- | 1 mo |
| 12/2015 | Ppt | $2,500 | $1,000 | $0 | -- | -- |
| 12/2015 | Ppt | $2,500 | $0 | $0 | -- | 6-12 mos |
| 12/2015 | Ppt | $1,000 | $1,000 | $0 | -- | 1 mo |
| 12/2015 | Ppt | $500 | $50 | $0 | -- | 2-3 mos |
| 12/2015 | Ppt | $500 | $500 | $0 | -- | 1 mo |
| 12/2015 | Ppt | $500 | $500 | $0 | -- | 1 mo |
| 12/2015 | Ppt | $250 | $250 | $0 | -- | -- |
| 12/2015 | Ppt | $250 | $250 | $0 | -- | 1 mo |
| 12/2015 | Ppt | $250 | $50 | $0 | -- | -- |
| 12/2015 | Ppt | $250 | $50 | $0 | -- | -- |
| 12/2015 | Ppt | $100 | $0 | -- | -- | 6-12 mos |
| 12/2015 | Ppt | $100 | $100 | $0 | -- | 1 mo |
| 12/2015 | Ppt | $50 | $0 | $0 | -- | 6-12 mos |
| 12/2015 | Ppt | $50 | $50 | $0 | -- | 1 mo |
| 12/2015 | Ppt | $50 | $50 | $0 | -- | 1 mo |
| 12/2015 | Ppt | $50 | -- | -- | -- | 1 mo |
| 12/2015 | Ppt-Slow 30 | $25,000 | $7,500 | $7,500 | N30 | 2-3 mos |
| 12/2015 | Ppt-Slow 30 | $25,000 | $7,500 | $1,000 | -- | 1 mo |
| 12/2015 | Ppt-Slow 30 | $20,000 | $0 | $0 | -- | 2-3 mos |
| 12/2015 | Ppt-Slow 30 | $20,000 | $10,000 | -- | -- | 1 mo |
| 12/2015 | Ppt-Slow 30 | $10,000 | $0 | $0 | -- | 1 mo |
| 12/2015 | Ppt-Slow 30 | $5,000 | $5,000 | $0 | -- | 1 mo |
| 12/2015 | Ppt-Slow 30 | $2,500 | $0 | $0 | -- | 2-3 mos |
| 12/2015 | Ppt-Slow 30 | $1,000 | $250 | $0 | -- | 1 mo |
| 12/2015 | Ppt-Slow 60 | $1,000 | $0 | $0 | N30 | 6-12 mos |
| 12/2015 | Ppt-Slow 120 | $7,500 | $5,000 | $2,500 | -- | 1 mo |

| Date | Paying Record | High Credit | Now Owes | Past Due | Selling Terms | Last sale w/f (Mo) |
|---|---|---|---|---|---|---|
| 12/2015 | Slow 15 | $50 | $0 | $0 | -- | 6-12 mos |
| 12/2015 | Slow 30 | $1,000 | $0 | $0 | -- | 2-3 mos |
| 12/2015 | Slow 30 | $250 | $0 | $0 | -- | 6-12 mos |
| 12/2015 | Slow 40 | $750 | $0 | $0 | -- | 4-5 mos |
| 12/2015 | Slow 30-60 | $15,000 | $0 | $0 | -- | 2-3 mos |
| 12/2015 | Slow 30-60 | $2,500 | $750 | $500 | -- | 1 mo |
| 12/2015 | Slow 30-60 | $250 | $250 | $250 | -- | 1 mo |
| 12/2015 | Slow 90 | $250,000 | $250,000 | $250,000 | -- | 1 mo |
| 12/2015 | Slow 60-120 | $1,000 | $100 | $0 | -- | 1 mo |
| 12/2015 | Slow 120 | $250 | $250 | $250 | -- | 4-5 mos |
| 12/2015 | Slow 60-180 | $5,000 | $100 | $100 | -- | 6-12 mos |
| 12/2015 | Slow 120-180 | $1,000 | $0 | $0 | -- | 6-12 mos |
| 11/2015 | Ppt | $500 | $250 | $0 | -- | 1 mo |
| 11/2015 | Ppt | $250 | $250 | $0 | -- | 1 mo |
| 11/2015 | Ppt | $50 | $50 | $0 | -- | 1 mo |
| 11/2015 | Ppt | $50 | -- | -- | -- | 1 mo |
| 11/2015 | Ppt-Slow 30 | $30,000 | $15,000 | $10,000 | -- | 1 mo |
| 11/2015 | Ppt-Slow 30 | $10,000 | $0 | $0 | N30 | 2-3 mos |
| 11/2015 | Ppt-Slow 30 | $500 | $250 | $0 | -- | 1 mo |
| 09/2015 | (064) | $100 | -- | -- | Cash account | 1 mo |
| 07/2015 | Ppt | $2,500 | $0 | $0 | -- | 6-12 mos |
| 05/2015 | Slow 30 | $5,000 | $0 | $0 | N30 | 6-12 mos |
| 04/2015 | Ppt | $100 | $0 | $0 | -- | 6-12 mos |
| 01/2015 | Slow 150-180+ | $10,000 | $10,000 | $10,000 | -- | -- |
| 12/2014 | Ppt | $5,000 | $0 | $0 | -- | 1 mo |
| 12/2014 | Ppt | $2,500 | $0 | $0 | -- | 6-12 mos |
| 12/2014 | Ppt | $1,000 | $0 | $0 | -- | 4-5 mos |
| 12/2014 | Ppt | $1,000 | $0 | $0 | -- | 6-12 mos |
| 11/2014 | Ppt | $500 | $250 | $0 | -- | 1 mo |
| 11/2014 | Ppt | $500 | $0 | $0 | -- | 4-5 mos |
| 11/2014 | Ppt | $250 | $250 | $0 | -- | 1 mo |
| 08/2014 | Ppt | $2,500 | $0 | $0 | -- | 2-3 mos |
| 08/2014 | Ppt | $2,500 | $0 | $0 | -- | 2-3 mos |
| 08/2014 | Ppt | $750 | $0 | $0 | -- | 2-3 mos |
| 07/2014 | Ppt | $15,000 | $0 | $0 | -- | 1 mo |
| 12/2013 | Ppt-Slow 90 | $70,000 | $0 | $0 | -- | 6-12 mos |

Indications of slowness can be the result of disputes over merchandise, skipped invoices, etc. Accounts are sometimes placed in collection even though the existence or amount of debt is disputed.

The public record items contained in this report may have been paid, terminated, vacated or released prior to the date this report was printed.

# History & Operations

Currency: Shown in USD unless otherwise indicated

## Company Overview

| | | | |
|---|---|---|---|
| **Company Name:** | CLEAN ENERGY FUELS CORP. | **URL:** | www.cleanenergyfuels.com |
| **Doing Business As:** | CLEAN ENERGY FUELS CORP. | **Stock Symbol:** | CLNE |
| **Street Address:** | 4675 Macarthur Ct Ste 800 Newport Beach, CA 92660 | **History:** | NA |
| | | **Operations:** | NA |
| | | **Present Management Control:** | NA |
| | | **Annual Sales:** | $428,940,000 |
| | | **Year Started:** | 2001 |
| | | **Manager:** | NA |
| **Mail Address:** | NA | **Gross Revenue:** | NA |
| **Phone:** | (949) 437-1000 | **Financial Condition:** | GOOD |
| **Line of Business:** | Production of & refueling infrastructure for natural gas | | |

## History

The following information was reported: **07/17/2015**

**Officer(s):**
WARREN I MITCHELL, CHB+
ANDREW J LITTLEFAIR, PRES-CEO+
ROBERT M VREELAND, CFO
MITCHELL W PRATT, COO-CORP SEC
PETER J GRACE, SR V PRES SLS & FIN
BARCLAY F CORBUS, SR V PRES STRATEGIC DEVELOPMENT

**DIRECTOR(S):**
THE OFFICER(S) and John S Herrington, James C Miller III, James E O'Connor, Boone Pickens, Stephen A Scully, Kenneth M Socha and Vincent C Taormina.
The Delaware Secretary of State's business registrations file showed that Clean Energy Fuels Corp. was registered as a Corporation on April 17, 2001, under the file registration number 3381709.
Business started 2001.
The company's common stock is traded on the Nasdaq Global Select Market under the symbol "CLNE". As of February 19, 2015, there were 58 shareholders of record. As of April 7, 2015, those shareholders identified by the company as beneficially owning 5% or more of the outstanding shares were: Anchorage Capital Group, L.L.C. (7.7%); Green Energy Investment Holdings LLC (5.3%); Entities affiliated with Temasek Holdings (Private) Limited (5.0%); and Boone Pickens (24.1%). As of the same date, officers and directors as a group beneficially owned 29.93% of the outstanding shares.
RECENT EVENTS.
In December 2014, the company completed its sale of the entire interest in Dallas Clean Energy LLC (DCE) to Cambrian Energy McCommas Bluff LLC (Cambrian).
On October 14, 2014, the company entered a Common Unit Purchase Agreement (UPA) with NG Advantage, LLC (NG Advantage). Under the terms of the UPA, the company paid NG Advantage $37,650 for a 53.3% controlling interest in NG Advantage.
On June 28, 2013, the company, entered into and closed a stock purchase agreement (the BAF Sale Agreement) with Westport Innovations Inc. (Westport) and Westport Innovations (U.S.) Holdings Inc., a wholly owned subsidiary of Westport (together with Westport, the Westport Parties). Under the terms of the BAF Sale Agreement, the Westport Parties purchased all of the outstanding capital stock of BAF Technologies, Inc. (BAF), including BAF's 100% ownership interest of ServoTech Engineering, Inc., for 816,460 shares of Westport's common stock.
In January 2014, the company completed the purchase of 67 CNG-In-A-Box units, which consist of relatively small, turnkey self-contained CNG stations, from Peake Fuel Solutions, L.L.C. for $18.4 million.
On May 6, 2013, the company entered into and closed a stock purchase agreement with Mansfield Energy Corp. (Mansfield) and its wholly owned subsidiary Mansfield Gas Equipment Systems Corporation (MGES). MGES is primarily engaged in the business of providing CNG station design and construction and CNG equipment repair and maintenance services. Under the terms of the stock purchase agreement, the company purchased from Mansfield all of the outstanding capital stock of MGES for $20,000.
In March 2013, the company completed the sale of its entire ownership interest in Clean Energy del Peru (Peru JV) for $6,119,000.
WARREN I MITCHELL. Director since 2005. He has served as the company's Chairman of the Board since 2005. He currently serves as Chairman of the Board of Directors of The Energy Coalition.
ANDREW J LITTLEFAIR. Director since 2001. He is one of the company's founders and has served as the President and CEO since 2001.
ROBERT M VREELAND. He has served as the company's CFO since 2014. From 2012 to 2014, he served as the company's Vice President of Finance and Accounting. Prior to joining the company, he was a consultant at RV CPA Services, PLLC from 1997 to 2009.
MITCHELL W PRATT. He has served as the company's COO since 2010 and Corporate Secretary since 2002. Prior to being

appointed as COO, he served as the Senior Vice President, Engineering, Operations and Public Affairs, from 2006 to 2010.
PETER J GRACE. He has served as the company's Senior Vice President, Sales and Finance since 2010. He served as the company's Vice President, Leasing from 2005 to 2010.
BARCLAY F CORBUS. He has served as the company's Senior Vice President, Strategic Development since 2007. He served as Co-CEO and a Director of WR Hambrecht + Co from 2003 to 2007.
JOHN S HERRINGTON. Director since 2005. For over a decade, he has been a self-employed businessman and Attorney-at-Law.
JAMES C MILLER III. Director since 2006. He served on the Board of Governors of the United States Postal Service from 2003 to 2011.
JAMES E O'CONNOR. Director since 2011. He was most recently a Senior Executive at Republic Services where he served as CEO from 1998 to 2011.
BOONE PICKENS. Director since 2001. He founded Pickens Fuel Corp. in 1996.
STEPHEN A SCULLY. Director since 2014. He was founder and President of the Scully Companies.
KENNETH M SOCHA. Director since 2003. He has served as a Senior Managing Director of Perseus, L.L.C. since 1995.
VINCENT C TAORMINA. Director since 2008. He is the former CEO of Taormina Industries, Inc.
Business address has changed from 3020 Old Ranch Pkwy Ste 400, Seal Beach, CA, 90740 to 4675 Macarthur Ct, Ste 800, Newport Beach, CA, 92660.

**JOINT VENTURE:**

## Business Registration

CORPORATE AND BUSINESS REGISTRATIONS PROVIDED BY MANAGEMENT OR OTHER SOURCE

The Corporate Details provided below may have been submitted by the management of the subject business and may not have been verified with the government agency which records such data.

| | |
|---|---|
| **Registered Name:** | Clean Energy Fuels Corp |
| **Business Type:** | CORPORATION |
| **Corporation Type:** | PROFIT |
| **Date Incorporated:** | Apr 17 2001 |
| **State of Incorporation:** | DELAWARE |
| **Filing Date:** | Apr 17 2001 |
| **Where Filed:** | SECRETARY OF STATE/CORPORATIONS DIVISION, DOVER, DE |

## Operations

07/17/2015

Description:
The company provides natural gas as an alternative fuel for vehicle fleets. It designs, builds, operates, and maintains fueling stations; and supplies compressed natural gas (CNG) fuel for light, medium, and heavy-duty vehicles, as well as liquefied natural gas (LNG) fuel for medium and heavy-duty vehicles.

The company also manufactures, sells, and services non-lubricated natural gas fueling compressors and other equipment used in CNG stations and LNG stations; provides operation and maintenance services; transports and sells CNG to industrial and institutional energy users; and processes and sells renewable natural gas, which is used as vehicle fuel or for renewable power generation. In addition, it helps its customers in acquiring and financing natural gas vehicles, as well as obtaining local, state, and federal grants and incentives.

TRADEMARK (S): Redeem and NGV Easy Bay.

Terms are cash and on contract basis. Sells to commercial concerns. Territory : International.

Natural gas commodity prices tend to be higher in the fall and winter months due to increased overall demand for natural gas for heating during these periods.

**Employees:** 1,084 which includes officer(s). UNDETERMINED employed here.

**Facilities:** Leases 68,000 sq. ft. in a building.

**Branches:** This business has multiple branches, detailed branch information is available in Dun & Bradstreet's linkage or family tree products.

**Subsidiaries:** This business has multiple subsidiaries, detailed subsidiary information is available in Dun & Bradstreet's linkage or family tree products.

## SIC & NAICS

**SIC:**
Based on information in our file, D&B has assigned this company an extended 8-digit SIC. D&B's use of 8-digit SICs enables us to be more specific to a company's operations that if we use the standard 4-digit code.The 4-digit SIC numbers link to the description on the Occupational Safety & Health Administration (OSHA) Web site. Links open in a new browser window.

4924 0000 Natural gas distribution
4922 0000 Natural gas transmission

**NAICS:**
221210 Natural Gas Distribution
486210 Pipeline Transportation of Natural Gas

# Public Filings

Currency: Shown in USD unless otherwise indicated

## Summary

The following data includes both open and closed filings found in D&B's database on this company.

| Record Type | # of Records | Most Recent Filing Date |
|---|---|---|
| Bankruptcy Proceedings | 0 | - |
| Judgments | 0 | - |
| Liens | 1 | 02/08/12 |
| Suits | 0 | - |
| UCCs | 15 | 07/13/15 |

The following Public Filing data is for information purposes only and is not the official record.
Certified copies can only be obtained from the official source.

## Judgments

**We currently don't have enough data to display this section.**

## Liens

A lien holder can file the same lien in more than one filing location. The appearance of multiple liens filed by the same lien holder against a debtor may be indicative of such an occurrence.

| | |
|---|---|
| **Amount:** | 8594 |
| **Status:** | Open |
| **CASE NO.** | 12-0219531 |
| **Type State:** | County Tax |
| **Filed By:** | TAX COLLECTOR |
| **Against:** | CLEAN ENERGY(A CORP) |
| **Where Filed:** | LOS ANGELES COUNTY RECORDER OF DEEDS, NORWALK, CA |
| **Date Status Attained:** | 02/08/128 |
| **Date Filed:** | 02/08/12 |
| **Latest Info Received:** | 03/09/12 |

## Suits

**We currently don't have enough data to display this section.**

| | |
|---|---|
| **Collateral:** | All Assets |
| **Type:** | Original |
| **Sec.Party:** | GENERAL ELECTRIC CAPITAL CORPORATION, AS COLLATERAL AGENT C/O GE ENERGY FINANCIAL SERVICES, STAMFORD, CT |
| **Debtor:** | CLEAN ENERGY TRANCHE A LNG PLANT, LLC C/O CLEAN ENERGY FUELS CORP. |
| **Filing No.:** | 2013 0046996 |
| **Filed With:** | SECRETARY OF STATE/UCC DIVISION, DOVER, DE |
| **Date Filed:** | 01/04/13 |
| **Latest Info Received:** | 02/05/13 |

| | |
|---|---|
| **Collateral:** | All Assets |
| **Type:** | Original |
| **Sec.Party:** | GENERAL ELECTRIC CAPITAL CORPORATION, AS COLLATERAL AGENT C/O GE ENERGY FINANCIAL SERVICES, STAMFORD, CT |
| **Debtor:** | CLEAN ENERGY TRANCHE B LNG PLANT, LLC C/O CLEAN ENERGY FUELS CORP. |
| **Filing No.:** | 2013 0046939 |
| **Filed With:** | SECRETARY OF STATE/UCC DIVISION, DOVER, DE |
| **Date Filed:** | 01/04/13 |
| **Latest Info Received:** | 02/05/13 |

| | |
|---|---|
| **Collateral:** | Negotiable instruments including proceeds and products - Assets including proceeds and products |
| **Type:** | Original |
| **Sec.Party:** | GENERAL ELECTRIC CAPITAL CORPORATION, AS COLLATERAL AGENT C/O GE ENERGY FINANCIAL SERVICES, STAMFORD, CT |
| **Debtor:** | CLEAN ENERGY LNG HOLDINGS, LLC C/O CLEAN ENERGY FUELS CORP. |
| **Filing No.:** | 2013 0047085 |
| **Filed With:** | SECRETARY OF STATE/UCC DIVISION, DOVER, DE |
| **Date Filed:** | 01/04/13 |
| **Latest Info Received:** | 02/05/13 |

| | |
|---|---|
| **Collateral:** | Leased Assets and proceeds - Leased Computer equipment and proceeds - Leased Fixtures and proceeds - Leased Equipment and proceeds |
| **Type:** | Original |
| **Sec.Party:** | WINMARK CAPITAL CORPORATION, MINNEAPOLIS, MN |
| **Debtor:** | CLEAN ENERGY FUELS CORP. |
| **Filing No.:** | 2011 0366727 |
| **Filed With:** | SECRETARY OF STATE/UCC DIVISION, DOVER, DE |
| **Date Filed:** | 02/01/11 |
| **Latest Info Received:** | 02/24/11 |

| | |
|---|---|
| **Collateral:** | NA |
| **Type:** | Amendment |
| **Sec.Party:** | WINMARK CAPITAL CORPORATION |
| **Debtor:** | CLEAN ENERGY FUELS CORP. |
| **Filing No.:** | 2011 2903758 |

| | |
|---|---|
| **Filed With:** | SECRETARY OF STATE/UCC DIVISION, DOVER, DE |
| **Date Filed:** | 07/27/11 |
| **Latest Info Received:** | 08/18/11 |

| | |
|---|---|
| **Collateral:** | Equipment |
| **Type:** | Original |
| **Sec.Party:** | HSBC BANK CANADA, VANCOUVER |
| **Debtor:** | CLEAN ENERGY |
| **Filing No.:** | 117289218403 |
| **Filed With:** | SECRETARY OF STATE/UCC DIVISION, SACRAMENTO, CA |
| **Date Filed:** | 10/27/11 |
| **Latest Info Received:** | 11/08/11 |

| | |
|---|---|
| **Collateral:** | Equipment |
| **Type:** | Original |
| **Sec.Party:** | NEXCAP FINANCE CORPORATION, BURLINGTON |
| **Debtor:** | CLEAN ENERGY FUELS CORP. |
| **Filing No.:** | 107246785565 |
| **Filed With:** | SECRETARY OF STATE/UCC DIVISION, SACRAMENTO, CA |
| **Date Filed:** | 09/29/10 |
| **Latest Info Received:** | 10/14/10 |

| | |
|---|---|
| **Collateral:** | Leased Equipment |
| **Type:** | Original |
| **Sec.Party:** | XEROX CORPORATION, LEWISVILLE, TX |
| **Debtor:** | CLEAN ENERGY CORP. |
| **Filing No.:** | 2014 4469029 |
| **Filed With:** | SECRETARY OF STATE/UCC DIVISION, DOVER, DE |
| **Date Filed:** | 11/05/14 |
| **Latest Info Received:** | 12/05/14 |

| | |
|---|---|
| **Collateral:** | Leased Computer equipment |
| **Type:** | Original |
| **Sec.Party:** | WINMARK CAPITAL CORPORATION, MINNEAPOLIS, MN |
| **Debtor:** | CLEAN ENERGY FUELS CORP. |
| **Filing No.:** | 2011 4937770 |
| **Filed With:** | SECRETARY OF STATE/UCC DIVISION, DOVER, DE |
| **Date Filed:** | 12/22/11 |
| **Latest Info Received:** | 01/11/12 |

| | |
|---|---|
| **Collateral:** | Leased Computer equipment |
| **Type:** | Original |
| **Sec.Party:** | WINMARK CAPITAL CORPORATION, MINNEAPOLIS, MN |
| **Debtor:** | CLEAN ENERGY FUELS CORP. |
| **Filing No.:** | 2011 4795178 |
| **Filed With:** | SECRETARY OF STATE/UCC DIVISION, DOVER, DE |
| **Date Filed:** | 12/14/11 |
| **Latest Info Received:** | 01/06/12 |

| | |
|---|---|
| **Collateral:** | Leased Equipment - Leased Computer equipment |
| **Type:** | Original |

| | |
|---|---|
| **Sec.Party:** | WINMARK CAPITAL CORPORATION, MINNEAPOLIS, MN |
| **Debtor:** | CLEAN ENERGY FUELS CORP. |
| **Filing No.:** | 2011 2892225 |
| **Filed With:** | SECRETARY OF STATE/UCC DIVISION, DOVER, DE |
| **Date Filed:** | 07/21/11 |
| **Latest Info Received:** | 08/18/11 |

| | |
|---|---|
| **Collateral:** | NA |
| **Type:** | Amendment |
| **Sec.Party:** | WINMARK CAPITAL CORPORATION, MINNEAPOLIS, MN |
| **Debtor:** | CLEAN ENERGY FUELS CORP. |
| **Filing No.:** | 2011 3265892 |
| **Filed With:** | SECRETARY OF STATE/UCC DIVISION, DOVER, DE |
| **Date Filed:** | 08/23/11 |
| **Latest Info Received:** | 09/14/11 |

The public record items contained herein may have been paid, terminated, vacated or released prior to today's date.

## Government Activity

### ACTIVITY Summary

| | |
|---|---|
| **Borrower (Dir/Guar):** | NO |
| **Administrative Debt:** | NO |
| **Contractor:** | YES |
| **Grantee:** | NO |
| **Party excluded from federal program(s):** | NO |
| Possible Candidate: | |
| **Labor Surplus Area:** | N/A |
| **Small Business:** | N/A |
| **8(A) Firm:** | N/A |

The public record items contained herein may have been paid, terminated, vacated, or released prior to today's date

The public record items contained herein may have been paid, terminated, vacated or released prior to today's date.

## Financials

Key Business Ratios from D&B

- This Company

## Key Financial Comparisons

| | 2013($) | 2014($) | 2015($) |
|---|---|---|---|
| **This Company's Operating Results Year Over Year** | | | |
| NETSALES | 352,475.00 | 428,940.00 | 264,973.00 |
| GROSSPROFIT | 127,713.00 | 120,153.00 | 69,731.00 |
| NETPROFITAFTERTAX | -66,919.00 | -90,859.00 | -85,063.00 |
| DIVIDENDS/WITHDRAWALS | NA | NA | NA |
| WORKINGCAPITAL | 400,990.00 | 293,428.00 | 72,810.00 |
| **This Company's Assets Year Over Year** | | | |
| CASH | 240,033.00 | 92,381.00 | 51,843.00 |
| ACCOUNTSRECEIVABLE | 53,473.00 | 81,970.00 | 76,171.00 |
| NOTESRECEIVABLE | NA | NA | NA |
| INVENTORY | 33,822.00 | 34,696.00 | 30,725.00 |
| OTHERCURRENTASSETS | 193,768.00 | 204,592.00 | 153,922.00 |
| TOTALCURRENTASSETS | 521,096.00 | 413,639.00 | 312,661.00 |
| FIXEDASSETS | 487,854.00 | 514,269.00 | 518,322.00 |
| OTHERNON-CURRENTASSETS | 242,015.00 | 232,501.00 | 213,658.00 |
| TOTALASSETS | 1,250,965.00 | 1,160,409.00 | 1,044,641.00 |
| **This Company's Liabilities Year Over Year** | | | |
| ACCOUNTSPAYABLE | 33,541.00 | 43,922.00 | 25,679.00 |
| BANKLOAN | NA | NA | NA |
| NOTESPAYABLE | NA | NA | NA |
| OTHERCURRENTLIABILITIES | 86,565.00 | 76,289.00 | 214,172.00 |
| TOTALCURRENTLIABILITIES | 120,106.00 | 120,211.00 | 239,851.00 |
| OTHERLONGTERMLIABILITIES | 612,321.00 | 575,163.00 | 431,415.00 |
| DEFERREDCREDIT | NA | NA | NA |
| NETWORTH | 518,538.00 | 465,035.00 | 373,375.00 |
| TOTALOFLIABILITIESANDNETWORTH | 1,250,965.00 | 1,160,409.00 | 1,044,641.00 |

| Assets($) | |
|---|---|
| Cash | 51843000 |
| Accts Rec | 76171000 |
| Inventory | 30725000 |
| Mktble Securities | 114139000 |
| Restricted Cash | 3871000 |
| Other Receivables | 20121000 |
| Prepaid Exps & Other Current Assets | 15791000 |
| **Current Assets** | **312,661,000.00** |
| Fixt & Equip | 518322000 |
| Notes Rec & Other Long-Term Assets | 69392000 |
| Investments-Other | 5807000 |
| Goodwill | 93231000 |
| Intangible Assets-Net | 45228000 |
| **Total Assets** | **1,044,641,000.00** |

| Liabilities($) | |
|---|---|
| Accts Pay | 25679000 |
| Curr Port Of Debt/Cap Lease Obligs | 150836000 |
| Accruals | 55480000 |
| Deferred Revenue | 7856000 |
| **Current Liabs** | **239,851,000.00** |
| Debt & Capital Lease Obligations | 358380000 |
| Long-Term Debt-Related Party | 65000000 |
| L.T. Liab-Other | 8035000 |
| COMMON STOCK | 9000 |
| ADDIT. PD.-IN CAP | 905922000 |
| ACCUM OTHER COMPREHENSIVE LOSS | -17678000 |
| RETAINED EARNINGS | -541652000 |
| NONCONTROLLING INT IN SUBSIDIARY | 26774000 |
| **Total Liabilities** | **1,044,641,000.00** |

From JAN 01 2015 to SEP 30 2015 sales $264,973,000; cost of goods sold $195,242,000. Gross profit $69,731,000; operating expenses $127,315,000. Operating income $(57,584,000); other income $4,597,000; other expenses $30,723,000; net income before taxes $(83,710,000); Federal income tax $1,353,000; (net loss) $85,063,000.

Statement obtained from Securities And Exchange Commission. Prepared from books without audit.

A review of the accountant's opinion indicated that the financial statement meets generally accepted accounting principles and the audit contains no qualifications.

**Explanations**

Explanations: The net worth of this company includes intangibles.

Key Business Ratios
CONSINTERIM Sep 30, 2015
(Industry Median is based on this number of firms: 20 )

| | This Company | Industry Median | Industry Quartile |
|---|---|---|---|
| **Solvency** | | | |
| Quick Ratio | 0.5 | 0.4 | 2 |
| Current Ratio | 1.3 | 0.9 | 1 |
| Current Liabilities to Net Worth | 64.2 | 43.4 | 1 |
| Current Liabilities to Inventory | 780.6 | 528.7 | 1 |
| Total Current | 179.8 | 208.1 | 1 |
| Fixed Assets to Net Worth | 138.8 | 230.7 | 1 |
| **Efficiency** | | | |
| Collection Period | 78.7 | 30.7 | 1 |
| Inventory Turn Over | 11.5 | 16.6 | 3 |
| Sales to NWC | 4.9 | 3.7 | 2 |
| Acct Pay to Sales | 7.3 | 9.2 | 1 |
| **Profitability** | | | |
| Return on Sales | -32.1 | 7.0 | 4 |
| Return on Assets | -8.1 | 3.1 | 4 |
| Return on NetWorth | -22.8 | 8.8 | 4 |

## Special Events

**11/13/2015**

**STOCK/BOND ISSUANCE/REDEMPTION/REPURCHASE:**
According to published reports, Clean Energy Fuels Corp. announced that it has filed a prospectus supplement with the Securities and Exchange Commission under which it may sell shares of its common stock having an aggregate gross sales price of up to $75 million from time to time through an "at-the-market" offering program. Clean Energy intends to use the net proceeds from this offering for general corporate purposes, which may include, without limitation, repaying all or a portion of Clean Energy's outstanding 7.5% Convertible Notes due 2016. The shares may be offered from time to time pursuant to an equity distribution agreement entered into by and between Clean Energy and Citigroup Global Markets Inc., as sales agent and/or principal.

**08/07/2015**

**EARNINGS UPDATE:**
According to published reports, comparative operating results for the 6 months ended June 30, 2015: Revenue of $172,716,000, Net Income of ($61,882,000); compared to Revenue of $193,408,000, Net Income of ($61,236,000) for the comparable period in the prior year.

**05/13/2015**

**EARNINGS UPDATE:**
According to published reports, comparative operating results for the 3 months ended March 31, 2015: Revenue of $85,848,000, Net Income of ($31,527,000); compared to Revenue of $95,275,000, Net Income of ($28,664,000) for the comparable period in the prior year.

## Corporate Linkage

Parent

| Company Name | DUNS # | City, State |
|---|---|---|
| CLEAN ENERGY FUELS CORP. | 04-375-7348 | NEWPORT BEACH, CALIFORNIA |

## Headquarters (US)

| Company Name | DUNS # | City, State |
|---|---|---|
| CLEAN ENERGY FUELS CORP. | 04-375-7348 | NEWPORT BEACH, CALIFORNIA |

## US Linkages

| Company Name | DUNS # | City, State |
|---|---|---|
| **Subsidiaries** | | |
| CLEAN ENERGY, INC. | 02-373-5108 | TEMPE, ARIZONA |
| WYOMING NORTHSTAR INCORPORATED | 05-479-5666 | EVANSTON, WYOMING |
| NG ADVANTAGE LLC | 07-865-8919 | COLCHESTER, VERMONT |
| CLEAN ENERGY CONSTRUCTION | 17-997-7090 | NEWPORT BEACH, CALIFORNIA |
| NATURAL FUELS COMPANY LLC | 61-300-3250 | NEWPORT BEACH, CALIFORNIA |
| CLEAN ENERGY FINANCE, LLC | 82-992-8709 | NEWPORT BEACH, CALIFORNIA |
| CLEAN ENERGY | 96-830-1320 | NEWPORT BEACH, CALIFORNIA |
| MANSFIELD GAS EQUIPMENT SYSTEMS CORPORATION | 96-851-4419 | ONTARIO, CALIFORNIA |
| **Branches** | | |
| CLEAN ENERGY FUELS CORP. | 00-206-6206 | LAS VEGAS, NEVADA |
| CLEAN ENERGY FUELS CORP. | 01-481-4212 | LOS ANGELES, CALIFORNIA |
| CLEAN ENERGY FUELS CORP. | 01-958-4021 | SEVILLE, OHIO |
| CLEAN ENERGY FUELS CORP. | 01-971-6824 | SANTA FE, NEW MEXICO |
| CLEAN ENERGY FUELS CORP. | 01-990-4925 | PARAMOUNT, CALIFORNIA |
| CLEAN ENERGY FUELS CORP. | 01-991-4990 | MOUNT ARLINGTON, NEW JERSEY |
| CLEAN ENERGY FUELS CORP. | 01-995-9979 | WILLIS, TEXAS |
| CLEAN ENERGY FUELS CORP. | 02-192-7379 | GLENDALE, CALIFORNIA |
| CLEAN ENERGY FUELS CORP. | 02-736-0227 | LAS VEGAS, NEVADA |
| CLEAN ENERGY FUELS CORP. | 02-777-6528 | POUGHKEEPSIE, NEW YORK |
| CLEAN ENERGY FUELS CORP. | 03-117-3868 | SAN DIEGO, CALIFORNIA |
| CLEAN ENERGY FUELS CORP. | 03-253-1458 | SCHENECTADY, NEW YORK |
| CLEAN ENERGY FUELS CORP. | 03-451-7668 | COMPTON, CALIFORNIA |
| CLEAN ENERGY FUELS CORP. | 03-677-3330 | LOS ANGELES, CALIFORNIA |
| CLEAN ENERGY FUELS CORP. | 03-945-0032 | STANFIELD, OREGON |
| CLEAN ENERGY FUELS CORP. | 04-657-0439 | CORVALLIS, OREGON |
| CLEAN ENERGY FUELS CORP. | 05-555-3347 | GARDENA, CALIFORNIA |
| CLEAN ENERGY FUELS CORP. | 05-991-0909 | CANOGA PARK, CALIFORNIA |
| CLEAN ENERGY FUELS CORP. | 05-991-3581 | OAKLAND, CALIFORNIA |
| CLEAN ENERGY FUELS CORP. | 05-996-3427 | OAKLAND, CALIFORNIA |
| CLEAN ENERGY FUELS CORP. | 06-319-1029 | STATEN ISLAND, NEW YORK |
| CLEAN ENERGY FUELS CORP. | 06-344-2475 | TORRANCE, CALIFORNIA |

| Company Name | DUNS # | City, State |
|---|---|---|
| CLEAN ENERGY FUELS CORP. | 06-481-0705 | EL PASO, TEXAS |
| CLEAN ENERGY FUELS CORP. | 06-752-3869 | PHOENIX, ARIZONA |
| CLEAN ENERGY FUELS CORP. | 07-364-0821 | NORWALK, CALIFORNIA |
| CLEAN ENERGY FUELS CORP. | 07-915-8571 | ATLANTIC CITY, NEW JERSEY |
| CLEAN ENERGY FUELS CORP. | 07-960-4857 | CARLISLE, PENNSYLVANIA |
| CLEAN ENERGY FUELS CORP. | 12-653-4630 | PHOENIX, ARIZONA |
| CLEAN ENERGY FUELS CORP. | 13-163-7022 | DENVER, COLORADO |
| CLEAN ENERGY FUELS CORP. | 82-995-3988 | LOS ANGELES, CALIFORNIA |
| CLEAN ENERGY FUELS CORP. | 96-244-1692 | BORON, CALIFORNIA |

## International Linkages

| Company Name | DUNS # | Country | City, State / Province |
|---|---|---|---|
| **Subsidiaries** | | | |
| I. M. W. INDUSTRIES LTD | 20-427-0862 | CANADA | CHILLIWACK, BRITISH COLUMBIA |
| CLEAN ENERGY COMPRESSION CORP | 24-682-0125 | CANADA | CHILLIWACK, BRITISH COLUMBIA |

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THE CITY OF SAN FERNANDO

# AGENDA REPORT

**To:** Mayor Robert C. Gonzales and Councilmembers

**From:** Brian Saeki, City Manager

**Date:** July 18, 2016

**Subject:** Update Regarding Potential Development of a Rent Control Ordinance and Program

**RECOMMENDATION:**

It is recommended that the City Council:

a. Receive and File the update report; and

b. Provide City Staff and the City Attorney with direction regarding potential development of a rent control ordinance and program.

**BACKGROUND:**

1. On May 2, 2016, Councilmember Ballin and Vice Mayor Fajardo discussed their joint-council priority for Fiscal Year 2016-2017, consideration of developing a rent control ordinance and program in the City of San Fernando. As part of the discussion, the City Council directed City staff and the City Attorney to comeback with an update regarding the potential development of a rent control ordinance and program within the City of San Fernando.

2. Since the May 2, 2016 City Council meeting, City staff and the City Attorney have conducted an assessment of existing multi-family dwelling units in the City of San Fernando, the number of business licenses currently on file for residential rentals, and a comparison of various components of rent control/rent stabilization ordinances adopted in other cities throughout California.

**ANALYSIS:**

Enabling Legislation, Purpose and Intent of a Rent Control Regulations.

The California State Constitution itself confers upon all cities and counties the power to "make and enforce within [their] limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws." (Cal. Const., art. XI, § 7.) A city's police power under this

provision can be applied only within its own territory and is subject to displacement by general state law but otherwise is as broad as the police power exercisable by the Legislature itself. (*Stanislaus Co. etc. Assn. v. Stanislaus* (1937) 8 Cal. 2d 378, 383-384 [65 P.2d 1305]; *In re Maas* (1933) 219 Cal. 422, 425 [27 P.2d 373].)

The City's police power provides the authority to establish local ordinances such as zoning, building codes, health and safety, and rent control subject to findings that show said ordinances are being enacted for a specific public benefit. In the case of rent control ordinances, cities with rent control have made findings reasonably related to addressing excessive rents, identifying a shortage of decent and safe housing, right to non-discrimination of tenants, and maintaining the availability of existing housing that is resulting in tenant displacement while at the same time providing landlords with just and reasonable return on their properties.

Rent control ordinances are subject to compliance with the provisions of the Costa Hawkins Rental Housing Act of 1995 and the Ellis Act of 1986. A brief summary of each act is noted below:

- Costa Hawkins Rental Housing Act. The Costa-Hawkins Rental Housing Act (California Civil Code Section 1954.50-1954.535) (AB1164, Chapter 331, Statutes of 1995) ("Costa-Hawkins") was passed by the State Legislature in 1995.

  Costa-Hawkins includes the following provisions: (1) housing constructed after 1995 must be exempt from local rent controls (Civil Code 1954.52(a)(1); (2) new housing that was already exempt from a local rent control law in place before February 1, 1995, must remain exempt (Civil Code 1954.52(a)(2); (3) single family homes and other units like condominiums that are separate from the title to any other dwelling units must be exempt from local rent controls (Civil Code Section 1954.52(a)(3)(A)); and (4) rental property owners must have the ability to establish their own rental rates when dwelling units change tenancy (Civil Code Sections 1954.50, et seq.). (See Attachment "A".)

- Ellis Act. The Ellis Act (California Government Code § 7060-7060.7) (SB 505 Chapter, Chapter 1509, Statutes of 1986) ("Ellis Act") was passed by the State Legislature in 1986.

  The Ellis Act gives landlords the right to withdraw their property from the rental market by repurposing their property for some other use (e.g. condos, hotels, dirt lots, etc.) notwithstanding the passage of a rent control ordinance by a public entity (local government) (Government Code Section 7060 et. seq.). For example, a landlord could evict his or her tenants from a rent-controlled apartment building if he or she chooses to repurpose the property to build condos or similar "luxury" type rentals. Such conversions under the Ellis Act have become increasingly common in cities traditionally associated with rent control, such as San Francisco, Santa Monica, and Los Angeles. Landlords' utilization of the Ellis Act in such cities has reduced the number of units available to low-income renter

while increasing the housing availability for wealthier renters (http://la.curbed.com/2015/9/18/9919760/santa-monica-ellis-act-eviction-map). At the same time, the law expressly allows local government to impose a variety of requirements (Government Code Sections 7060.1 et seq., through 7060.7 et seq.) on rental property owners who desire to exit the rental market. Depending upon the proposed use of the property after its removal from the market (i.e., condominium conversions, owner occupancy), local governments can enact regulations, including relocation assistance to displaced tenants, specific notice periods, and deed restrictions on future use of the property. (See Attachment "B".)

- Aggregate Effects of the Costa-Hawkins and the Ellis Act
  Taken as a whole, the Costa Hawkins and the Ellis Act severely limit the scope and efficacy of a local rent control ordinance. The former, known to some as the "Anti-Rent Control Act," drastically reduces the number of units subject to local rent control and allows landlords to reset rents to a more lucrative market rate upon a vacancy (i.e. "vacancy decontrol"), preempting local rent restrictions. The latter essentially has incentivized landlords to take thousands of rent-controlled units off the market in favor of converting to non, rent-restricted uses.

In addition to statutory considerations for local rent control relating to Costa-Hawkins and the Ellis Act, California case law enables local governments to enact rent control regulations with additional protection for tenants in controlled units by requiring that the landlord state and prove just cause for termination *Danekas v. San Francisco Rent Stabilization and Arbitration Bd.* (2001) 95 Cal.App.4th 638. Common examples of permissible grounds for a just cause eviction are the following:

- Tenant fails to pay rent;
- Tenant continues to violate the lease after a warning notice;
- Tenant uses the unit for an unlawful purpose;
- Tenant refuses to provide the landlord with reasonable access to the unit;
- Landlord is withdrawing the unit from the rental market under the Ellis Act;
- Landlord wants to provide the unit to a relative or resident manager; and
- The owner's good faith intent to occupy.

Constitutional Requirement for Landlord Reasonable Rate Return on Investment and Due Process

For the most part, the constitutionality of rent control is settled law. However, a rent control ordinance may be subject to constitutional challenges on its face (its explicit terms) or as-applied under certain circumstances. Such an ordinance could be considered an unconstitutional government "taking" if it is so restrictive that it precludes the possibility of a

landlord's fair and reasonable return on investment. Nevertheless, case law has determined that a rent control ordinance is valid even if it reduces the value or rate of return on the landlord's investment. A rent control ordinance's application can also be found to be unconstitutional if it denies a landlord due process or is applied arbitrarily so as to prevent a reasonable return on investment. Many rent control ordinances contain provisions to allow for fair returns on investment under which the landlords can raise rents on an annual basis (i.e., once every 12 months) with rent increased tied to a percentage maximum increase and many times tied to the local consumer price index (inflation). Landlords can also petition for other increases for such things as capital improvements, pass through of some utility fees (gas, electricity, water, etc.) as well as a percentage of annual rental unit registration and/or code enforcement fees. Some of these rental fee increases may be subject to review and approval of a landlord initiated petition by a rent board or commission.

Existing Conditions in the City.

The United State Census estimates for the period of 2010-2014, note that there are 6,453 housing units in the City of San Fernando. Of the total housing units identified, 6,111 are occupied and of those occupied, there are 3,514 owner-occupied (57.5% of total occupied units) and 2,597 renter-occupied units (42.5% of total occupied units).
(Source: US Census 2010-2014 American Community Survey 5-Year Estimates; http://factfinder.census.gov/faces/nav/jsf/pages/community_facts.xhtml#.)

Per City Code Section 22-135 (Hotels, rooming houses or residential rentals), "Every person engaged in the business of conducting or operating a hotel, [rooming house], boardinghouse, apartment house, [lodging house], duplex, triplex, house court or bungalow court and every person engaged in the business of renting or letting rooms, apartments or other accommodations for dwelling, sleeping or lodging in any such place or engaged in the business of renting or letting rooms, apartments or other accommodations for dwelling, sleeping or lodging in a single-family dwelling shall pay for each rental unit a license fee of $25.00 per year or fractional part thereof for the first $15,000.00 or less derived from such rental unit, plus $3.00 per year for each additional $1,000.00 of gross receipts or fractional part thereof in excess of $15,000.00. However, one such rental unit may be exempt from the fee if the owner resides in the exempted rental unit." (Note: Each property owner is assessed an annual $23.00 administrative processing fee regardless of the number of properties rented.)

Number of Rental Units in the City by Housing Type.

Review of the 2016 City Business License records note that 505 Residential Rental Licenses were issued to property owners renting residential dwelling units in the City of San Fernando. The Residential Rental Licenses included over 632 properties with approximately 1,692 units identified in the County assessors records ranging in rentals of a single family residence on an individual parcels to parcels with multi-family residential complexes.

The City also conducted a citywide field survey of multi-family residential sites and has identified approximately 161 properties that have three or more units and include a total of 1,219 residential dwelling units. In addition, the City surveyed 304 properties with two residential dwelling units and identified an additional 610 residential dwelling units, which includes 29 Second Dwelling units.

The following Table 1.0 provides a summary of field surveyed 2,168 residential dwelling units by building size.

| Table 1.0 - Residential Dwelling Units by Building Size | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| SFRs | 2 Units | 3 or 4 units | 5 to 10 units | 11 to 20 units | 21 to 30 units | 31 to 40 Units | 41 to 50 Units | 50 + units |
| 339 | 610 | 299 | 364 | 97 | 193 | 102 | 50 | 114 |

As previously noted, the Costa Hawkins Rental Housing Act notes that certain units are exempt from a proposed rent control ordinance and associated program. These exemptions apply to the following dwelling units:

(1) housing constructed after 1995 must be exempt from local rent controls (Civil Code 1954.52(a)(1);
(2) new housing that was already exempt from a local rent control law in place before February 1, 1995, must remain exempt (Civil Code 1954.52(a)(2);
(3) single family homes and other units like condominiums that are separate from the title to any other dwelling units must be exempt from local rent controls (Civil Code Section 1954.52(a)(3)(A)).

After removing all previously identified rental units exempted under the Costa Hawkins Rental Housing Act (i.e., built after 1995, single family homes, condominiums, townhomes), Table 2.0 notes all non-exempted identified residential dwelling units that could be regulated under a proposed rent control ordinance.

| Table 2.0 Non-Exempt Residential Rental Dwelling Units by Building Size | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| SFRs | 2 Units | 3 or 4 units | 5 to 10 units | 11 to 20 units | 21 to 30 units | 31 to 40 Units | 41 to 50 Units | 50 + units | Totals |
| 0 | 581 | 294 | 348 | 97 | 118 | 102 | 50 | 0 | 1,590 |

<u>Comparison of Rent Control and Rent Stabilization Ordinances.</u>
City staff and the City Attorney reviewed various rent control and rent stabilization ordinances currently adopted in other cities throughout California. Table 3.0 – Comparison of Rent

Control/Stabilization Programs (Attachment "C"), provides a comparison of rent control and rent stabilization regulations for the cities of Berkeley, Beverly Hills, East Palo Alto, Hayward, Los Angeles, Oakland, Palm Springs, San Francisco, San Jose, Santa Monica, and West Hollywood. (Attachment "D", provides a list of website links for each of the cities regulatory documents.)

The following components were identified as being part of a majority of the rent control and rent stabilization regulations that were reviewed:

- Section governing the administration of the Maximum Allowable Rent/setting limits on how much landlord may charge and when it can be increased including Annual General Adjustments;
- Section governing the registration of rental units;
- Section governing annual registration fees;
- Section governing the allowable rents during/after vacancies (including "vacancy de-control" which allows resetting of the rent to be charged to a new tenant at the time of signing of the lease);
- Section governing the allowable increases (1 per 12 month period) and decreases in rents;
- Section governing the allowable limits on and interest for security deposits to be paid back to tenants;
- Section governing the limits on other fees charged to tenants;
- Section addressing surcharge and other pass-through fees (e.g. utilities, % of registration/code enforcement inspection fees) beyond base rent;
- Section governing the requirements for maintenance of rental properties;
- Section outlining existing housing services;
- section setting the grounds for termination or non-renewal of tenancy ("just-cause evictions" code section)
- Section(s) establishing the actions that could be illegal attempts to get a tenant to vacate the unit ("un-voluntary evictions/tenant harassment" code section(s));
- Section establishing fees to be paid by property owner for relocation/un-voluntary relocation/eviction;
- Regulation requires annual reporting of dwelling units;
- Regulation requires a per unit fee for ongoing housing/systematic code enforcement inspections;
- Regulation requires annual registration fee (per unit-administrative fee);
- Regulation establishes a Rent Adjustment Commission/Rent Board/Rent Review Officer/Hearing Officer and outlines specific duties and regulatory oversight under rent control/rent stabilization ordinance;
- Section Outlining Administrative Penalties, Civil Remedies, Legal Actions that may be undertaken by the city for non-compliance with the rent control/rent stabilization regulations.

Of the eleven (11) cities surveyed, the cities of Los Angeles and Hayward were the only two with code enforcement inspection fees. In addition, the City of Los Angeles was the only city surveyed that had a detailed process by which code enforcement inspections were to be conducted on an ongoing basis. The code enforcement inspection fees per unit were $43.32 per unit in the City Los Angeles and $27.00 per unit in the City of Hayward.

All cities had varying levels of detail that outlined the level of maintenance and housing services that needed to be kept for rental units within the various rent control or rent stabilization programs as well as varying levels of regulatory oversight and enforcement actions that could be undertaken by the city to obtain compliance with the applicable regulations.

As noted in Table 3.0 (Attachment "C"), the rental unit registration fee or administrative fee also varied widely from city to city ranging from $10.50 per unit in Palm Springs to $234.00 per unit in the cities of Berkeley and East Palo Alto.

Rent Control Regulatory Options.
The following section provides some possible options regarding regulatory controls for identified rental dwelling units:

1. Residential Rent Increase Dispute Resolution Regulations. Similar to City of Fremont Ordinance (adopted in 1997) that provide renters and owners with a three-step process to resolve rent increase disputes. Seeks to discourage unreasonable rent increases and provides remedies to resolve rent increase disputes, limits rents to once per year unless otherwise agreed to by both renter and landlord, encourages 90-day minimum advance notice of rent increases, provides for well-maintained living units, discourages retaliatory evictions and other retaliatory behavior with dispute resolution services provided by outside third party (The city contracts with Project Sentinel's Fremont Fair Housing and Landlord/Tenant Services to provide Fair Housing information, and investigation of housing discrimination complaints.)

   Budget Impact (Fiscal Year 2016-2017). Part-Time Code Enforcement Officer-Housing ($50,000) to handle complaints on case by case basis (reactive approach); City Attorney code development and code enforcement activity ($15,000); Referrals to Third Party Contract like Housing Rights Center for Landlord-Tenant Dispute Resolution ($15,000); Total Cost = $80,000.

2. Implementation of a Rent Control Establishing Base Rent/Maximum Allowable Rent Increase and Just Cause Eviction Provisions (including a Registration Fee but No Code Enforcement Annual Inspection Fee). Similar to Cities of Berkeley, Beverly Hills, East Palo Alto, Hayward, Oakland, Palm Springs, San Francisco, San Jose, Santa Monica, and West Hollywood.

Budget Impact (Fiscal Year 2016-2017). Rent Control Coordinator/Housing Manager to oversee program, process annual registration of rent control units, and participate in the dispute resolution process ($106,000); Full Time Code Enforcement Officer-Housing Compliance Officer to handle complaints on case by case basis and conduct annual inspections of units over a 3 to 5 year cycle for all potential rental units under rent control program ($90,000); City Attorney code development and code enforcement activity ($15,000); Establishing Rent Control Board/Commission and Contracting with Hearings Officer ($10,000); Finance Clerk Time to Process Fees, including invoicing, following up with delinquencies, and participating in collection activities for non-compliant landlords ($15,000); Total Cost = $236,000.

There is an opportunity to recover some costs to run this program, however, cost recovery is limited to the time spent processing registration of rent control units, provision of one inspection every 3 – 5 years, and possibly a fee for dispute resolution (although you probably won't get full cost recovery as you don't want to make the fee for dispute resolution so high that it discourages renters from filing a dispute). It is estimated that these fees may only recover 10% to 20% of the total cost.

3. Rent Control Establishing Base Rent and Maximum Allowable Rent with Just Cause Eviction Provisions (Including Mandatory Registration Fee and Code Enforcement Annual Inspection Fee). Similar to City of Los Angeles.

   Budget Impact (Fiscal Year 2016-2017). Rent Control Coordinator/Housing Manager oversee program process annual registration of rent control units, and participate in the dispute resolution process ($106,000); Administrative Analyst to provide support services to coordinator regarding program administration, rent and code enforcement registry ($80,000); Full Time Code Enforcement Officer-Housing Compliance Officer to handle complaints on case by case basis and conduct annual inspections of units over a 3 to 5 year cycle for all potential rental units under rent control program ($90,000); City Attorney code development and code enforcement activity ($15,000); Establishing Rent Control Board/Commission; Contracting with Hearings Officer ($10,000); Finance Clerk Time to Process Fees, including invoicing, following up with delinquencies, and participating in collection activities for non-compliant landlords ($15,000); Total Cost = $316,000.

   There is an opportunity to recover some costs to run this program, however, cost recovery is limited to the time spent processing registration of rent control units, provision of one inspection every 3 – 5 years, and possibly a fee for dispute resolution (although you probably won't get full cost recovery as you don't want to make the fee for dispute resolution so high that it discourages renters from filing a dispute). It is estimated that these fees may only recover 10% to 20% of the total cost.

Environmental Assessment.
This agenda item is not a "project" pursuant to California Environmental Quality Act (CEQA) Guidelines 15378.(b)(5) because the report provides background information regarding housing topics and does not involve commitment to any specific project that may impact the environment; therefore, no environmental review is required.

**BUDGET IMPACT:**

The preparation of a rent control ordinance, inclusive of City Staff and City Attorney time is roughly estimated to cost $15,000 during fiscal year 2016-2017, which will be heavily influenced by the direction from council as far as the regulatory components sought in a City rent control ordinance. However, future implementation will require further fiscal analysis based on the scope of the regulatory requirements and needed oversight. These yet to be determined costs include City staffing to administer the program (e.g., intake of rental unit registration fees, code enforcement fees, review of proposed rent appeals, unjust eviction claims), city code enforcement (e.g., inspections of housing units for compliance with life/safety/housing quality standards, follow up on complaints, unpermitted units, etc.), funding for a board, commission, and/or hearing officer, et cetera. As noted above in the three optional rent control regulations and associated programs the costs to implement these ordinances with associated programs range from $80,000 to $316,000.

**CONCLUSION:**

City staff recommends that the City Council review potential rent control regulation alternatives and associated components from the various California cities surveyed as noted in Table 3.0 (Attachment "C"). In addition, City staff is requesting that subsequent to council discussion that the council provide staff with direction on the components that should be included in a city rent control ordinance for further development by the City Staff and the City Attorney. Based on council direction, City staff will determine the required discretionary review process, associated environmental assessment, and City fiscal impact to implement the council directive(s).

**ATTACHMENTS:**

A. Costa-Hawkins Rental Housing Act (California Civil Code Section 1954.50-1954.535)
B. Ellis Act (California Government Code § 7060-7060.7)
C. Table 3.0 – Comparison of Rent Control/Stabilization Program
D. List of Website Links to Surveyed Cities with Rent Control/Rent Stabilization Regulations

# CIVIL CODE
# SECTION 1954.50-1954.535

1954.50. This chapter shall be known and may be cited as the Costa-Hawkins Rental Housing Act.

1954.51. As used in this chapter, the following terms have the following meanings:

(a) "Comparable units" means rental units that have approximately the same living space, have the same number of bedrooms, are located in the same or similar neighborhoods, and feature the same, similar, or equal amenities and housing services.

(b) "Owner" includes any person, acting as principal or through an agent, having the right to offer residential real property for rent, and includes a predecessor in interest to the owner, except that this term does not include the owner or operator of a mobilehome park, or the owner of a mobilehome or his or her agent.

(c) "Prevailing market rent" means the rental rate that would be authorized pursuant to 42 U.S.C.A. 1437 (f), as calculated by the United States Department of Housing and Urban Development pursuant to Part 888 of Title 24 of the Code of Federal Regulations.

(d) "Public entity" has the same meaning as set forth in Section 811.2 of the Government Code.

(e) "Residential real property" includes any dwelling or unit that is intended for human habitation.

(f) "Tenancy" includes the lawful occupation of property and includes a lease or sublease.

1954.52. (a) Notwithstanding any other provision of law, an owner of residential real property may establish the initial and all subsequent rental rates for a dwelling or a unit about which any of the following is true:

(1) It has a certificate of occupancy issued after February 1, 1995.

(2) It has already been exempt from the residential rent control ordinance of a public entity on or before February 1, 1995, pursuant to a local exemption for newly constructed units.

(3) (A) It is alienable separate from the title to any other dwelling unit or is a subdivided interest in a subdivision, as specified in subdivision (b), (d), or (f) of Section 11004.5 of the Business and Professions Code.

(B) This paragraph does not apply to either of the following:

(i) A dwelling or unit where the preceding tenancy has been terminated by the owner by notice pursuant to Section 1946.1 or has been terminated upon a change in the terms of the tenancy noticed pursuant to Section 827.

(ii) A condominium dwelling or unit that has not been sold separately by the subdivider to a bona fide purchaser for value. The initial rent amount of the unit for purposes of this chapter shall be the lawful rent in effect on May 7, 2001, unless the rent amount is governed by a different provision of this chapter. However, if a condominium dwelling or unit meets the criteria of paragraph (1) or

(2) of subdivision (a), or if all the dwellings or units except one have been sold separately by the subdivider to bona fide purchasers for value, and the subdivider has occupied that remaining unsold condominium dwelling or unit as his or her principal residence for at least one year after the subdivision occurred, then subparagraph (A) of paragraph (3) shall apply to that unsold condominium dwelling or unit.

(C) Where a dwelling or unit in which the initial or subsequent rental rates are controlled by an ordinance or charter provision in effect on January 1, 1995, the following shall apply:

(i) An owner of real property as described in this paragraph may establish the initial and all subsequent rental rates for all existing and new tenancies in effect on or after January 1, 1999, if the tenancy in effect on or after January 1, 1999, was created between January 1, 1996, and December 31, 1998.

(ii) Commencing on January 1, 1999, an owner of real property as described in this paragraph may establish the initial and all subsequent rental rates for all new tenancies if the previous tenancy was in effect on December 31, 1995.

(iii) The initial rental rate for a dwelling or unit as described in this paragraph in which the initial rental rate is controlled by an ordinance or charter provision in effect on January 1, 1995, may not, until January 1, 1999, exceed the amount calculated pursuant to subdivision (c) of Section 1954.53. An owner of residential real property as described in this paragraph may, until January 1, 1999, establish the initial rental rate for a dwelling or unit only where the tenant has voluntarily vacated, abandoned, or been evicted pursuant to paragraph (2) of Section 1161 of the Code of Civil Procedure.

(b) Subdivision (a) does not apply where the owner has otherwise agreed by contract with a public entity in consideration for a direct financial contribution or any other forms of assistance specified in Chapter 4.3 (commencing with Section 65915) of Division 1 of Title 7 of the Government Code.

(c) Nothing in this section shall be construed to affect the authority of a public entity that may otherwise exist to regulate or monitor the basis for eviction.

(d) This section does not apply to any dwelling or unit that contains serious health, safety, fire, or building code violations, excluding those caused by disasters for which a citation has been issued by the appropriate governmental agency and which has remained unabated for six months or longer preceding the vacancy.

1954.53. (a) Notwithstanding any other provision of law, an owner of residential real property may establish the initial rental rate for a dwelling or unit, except where any of the following applies:

(1) The previous tenancy has been terminated by the owner by notice pursuant to Section 1946.1 or has been terminated upon a change in the terms of the tenancy noticed pursuant to Section 827, except a change permitted by law in the amount of rent or fees. For the purpose of this paragraph, the owner's termination or nonrenewal of a contract or recorded agreement with a governmental agency that provides for a rent limitation to a qualified tenant, shall be construed as a change in the terms of the tenancy pursuant to Section 827.

(A) In a jurisdiction that controls by ordinance or charter provision the rental rate for a dwelling or unit, an owner who terminates or fails to renew a contract or recorded agreement with a

governmental agency that provides for a rent limitation to a qualified tenant may not set an initial rent for three years following the date of the termination or nonrenewal of the contract or agreement. For any new tenancy established during the three-year period, the rental rate for a new tenancy established in that vacated dwelling or unit shall be at the same rate as the rent under the terminated or nonrenewed contract or recorded agreement with a governmental agency that provided for a rent limitation to a qualified tenant, plus any increases authorized after the termination or cancellation of the contract or recorded agreement.

(B) Subparagraph (A) does not apply to any new tenancy of 12 months or more duration established after January 1, 2000, pursuant to the owner's contract or recorded agreement with a governmental agency that provides for a rent limitation to a qualified tenant, unless the prior vacancy in that dwelling or unit was pursuant to a nonrenewed or canceled contract or recorded agreement with a governmental agency that provides for a rent limitation to a qualified tenant as set forth in that subparagraph.

(2) The owner has otherwise agreed by contract with a public entity in consideration for a direct financial contribution or any other forms of assistance specified in Chapter 4.3 (commencing with Section 65915) of Division 1 of Title 7 of the Government Code.

(3) The initial rental rate for a dwelling or unit whose initial rental rate is controlled by an ordinance or charter provision in effect on January 1, 1995, may not until January 1, 1999, exceed the amount calculated pursuant to subdivision (c).

(b) Subdivision (a) applies to, and includes, renewal of the initial hiring by the same tenant, lessee, authorized subtenant, or authorized sublessee for the entire period of his or her occupancy at the rental rate established for the initial hiring.

(c) The rental rate of a dwelling or unit whose initial rental rate is controlled by ordinance or charter provision in effect on January 1, 1995, shall, until January 1, 1999, be established in accordance with this subdivision. Where the previous tenant has voluntarily vacated, abandoned, or been evicted pursuant to paragraph (2) of Section 1161 of Code of Civil Procedure, an owner of residential real property may, no more than twice, establish the initial rental rate for a dwelling or unit in an amount that is no greater than 15 percent more than the rental rate in effect for the immediately preceding tenancy or in an amount that is 70 percent of the prevailing market rent for comparable units, whichever amount is greater.

The initial rental rate established pursuant to this subdivision may not substitute for or replace increases in rental rates otherwise authorized pursuant to law.

(d) (1) Nothing in this section or any other provision of law shall be construed to preclude express establishment in a lease or rental agreement of the rental rates to be applicable in the event the rental unit subject thereto is sublet. Nothing in this section shall be construed to impair the obligations of contracts entered into prior to January 1, 1996.

(2) If the original occupant or occupants who took possession of the dwelling or unit pursuant to the rental agreement with the owner no longer permanently reside there, an owner may increase the rent by any amount allowed by this section to a lawful sublessee or assignee who did not reside at the dwelling or unit prior to January 1, 1996.

(3) This subdivision does not apply to partial changes in occupancy of a dwelling or unit where one or more of the occupants of the premises, pursuant to the agreement with the owner provided for above, remains an occupant in lawful possession of the dwelling or

unit, or where a lawful sublessee or assignee who resided at the dwelling or unit prior to January 1, 1996, remains in possession of the dwelling or unit. Nothing contained in this section shall be construed to enlarge or diminish an owner's right to withhold consent to a sublease or assignment.

(4) Acceptance of rent by the owner does not operate as a waiver or otherwise prevent enforcement of a covenant prohibiting sublease or assignment or as a waiver of an owner's rights to establish the initial rental rate, unless the owner has received written notice from the tenant that is party to the agreement and thereafter accepted rent.

(e) Nothing in this section shall be construed to affect any authority of a public entity that may otherwise exist to regulate or monitor the grounds for eviction.

(f) This section does not apply to any dwelling or unit if all the following conditions are met:

(1) The dwelling or unit has been cited in an inspection report by the appropriate governmental agency as containing serious health, safety, fire, or building code violations, as defined by Section 17920.3 of the Health and Safety Code, excluding any violation caused by a disaster.

(2) The citation was issued at least 60 days prior to the date of the vacancy.

(3) The cited violation had not been abated when the prior tenant vacated and had remained unabated for 60 days or for a longer period of time. However, the 60-day time period may be extended by the appropriate governmental agency that issued the citation.

1954.535. Where an owner terminates or fails to renew a contract or recorded agreement with a governmental agency that provides for rent limitations to a qualified tenant, the tenant or tenants who were the beneficiaries of the contract or recorded agreement shall be given at least 90 days' written notice of the effective date of the termination and shall not be obligated to pay more than the tenant's portion of the rent, as calculated under the contract or recorded agreement to be terminated, for 90 days following receipt of the notice of termination of nonrenewal of the contract.

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**ATTACHMENT "B"**

# GOVERNMENT CODE SECTION 7060-7060.7

7060. (a) No public entity, as defined in Section 811.2, shall, by statute, ordinance, or regulation, or by administrative action implementing any statute, ordinance or regulation, compel the owner of any residential real property to offer, or to continue to offer, accommodations in the property for rent or lease, except for guestrooms or efficiency units within a residential hotel, as defined in Section 50519 of the Health and Safety Code, if the residential hotel meets all of the following conditions:

(1) The residential hotel is located in a city and county, or in a city with a population of over 1,000,000.

(2) The residential hotel has a permit of occupancy issued prior to January 1, 1990.

(3) The residential hotel did not send a notice of intent to withdraw the accommodations from rent or lease pursuant to subdivision (a) of Section 7060.4 that was delivered to the public entity prior to January 1, 2004.

(b) For the purposes of this chapter, the following definitions apply:

(1) "Accommodations" means either of the following:

(A) The residential rental units in any detached physical structure containing four or more residential rental units.

(B) With respect to a detached physical structure containing three or fewer residential rental units, the residential rental units in that structure and in any other structure located on the same parcel of land, including any detached physical structure specified in subparagraph (A).

(2) "Disabled" means a person with a disability, as defined in Section 12955.3 of the Government Code.

7060.1. Notwithstanding Section 7060, nothing in this chapter does any of the following:

(a) Prevents a public entity from enforcing any contract or agreement by which an owner of residential real property has agreed to offer the accommodations for rent or lease in consideration for a direct financial contribution or, with respect to written contracts or agreements entered into prior to July 1, 1986, for any consideration. Any contract or agreement specified in this subdivision is not enforceable against a person who acquires title to the accommodations as a bona fide purchaser for value (or successors in interest thereof), unless (1) the purchaser at the time of acquiring title to the accommodations has actual knowledge of the contract or agreement, or (2) a written memorandum of the contract or agreement which specifically describes the terms thereof and the affected real property, and which identifies the owner of the property, has been recorded with the county recorder prior to July 1, 1986, or not less than 30 days prior to transfer of title to the property to the purchaser. The county recorder shall index such a written memorandum in the grantor-grantee index.

As used in this subdivision, "direct financial contribution" includes contributions specified in Section 65916 and any form of interest rate subsidy or tax abatement provided to facilitate the

acquisition or development of real property.
(b) Diminishes or enhances, except as specifically provided in Section 7060.2, any power which currently exists or which may hereafter exist in any public entity to grant or deny any entitlement to the use of real property, including, but not limited to, planning, zoning, and subdivision map approvals.
(c) Diminishes or enhances any power in any public entity to mitigate any adverse impact on persons displaced by reason of the withdrawal from rent or lease of any accommodations.
(d) Supersedes any provision of Chapter 16 (commencing with Section 7260) of this division, Part 2.8 (commencing with Section 12900) of Division 3 of Title 2 of this code, Chapter 5 (commencing with Section 17200) of Part 2 of Division 7 of the Business and Professions Code, Part 2 (commencing with Section 43) of Division 1 of the Civil Code, Title 5 (commencing with Section 1925) of Part 4 of Division 3 of the Civil Code, Chapter 4 (commencing with Section 1159) of Title 3 of Part 3 of the Code of Civil Procedure, or Division 24 (commencing with Section 33000) of the Health and Safety Code.
(e) Relieves any party to a lease or rental agreement of the duty to perform any obligation under that lease or rental agreement.

7060.2. If a public entity, by valid exercise of its police power, has in effect any control or system of control on the price at which accommodations may be offered for rent or lease, that entity may, notwithstanding any provision of this chapter, provide by statute or ordinance, or by regulation as specified in Section 7060.5, that any accommodations which have been offered for rent or lease and which were subject to that control or system of control at the time the accommodations were withdrawn from rent or lease, shall be subject to the following:
(a) (1) For all tenancies commenced during the time periods described in paragraph (2), the accommodations shall be offered and rented or leased at the lawful rent in effect at the time any notice of intent to withdraw the accommodations is filed with the public entity, plus annual adjustments available under the system of control.
(2) The provisions of paragraph (1) shall apply to all tenancies commenced during either of the following time periods:
(A) The five-year period after any notice of intent to withdraw the accommodations is filed with the public entity, whether or not the notice of intent is rescinded or the withdrawal of the accommodations is completed pursuant to the notice of intent.
(B) The five-year period after the accommodations are withdrawn.
(3) This subdivision shall prevail over any conflicting provision of law authorizing the landlord to establish the rental rate upon the initial hiring of the accommodations.
(b) If the accommodations are offered again for rent or lease for residential purposes within two years of the date the accommodations were withdrawn from rent or lease, the following provisions shall govern:
(1) The owner of the accommodations shall be liable to any tenant or lessee who was displaced from the property by that action for actual and exemplary damages. Any action by a tenant or lessee pursuant to this paragraph shall be brought within three years of the withdrawal of the accommodations from rent or lease. However, nothing in this paragraph precludes a tenant from pursuing any

alternative remedy available under the law.

(2) A public entity which has acted pursuant to this section may institute a civil proceeding against any owner who has again offered accommodations for rent or lease subject to this subdivision, for exemplary damages for displacement of tenants or lessees. Any action by a public entity pursuant to this paragraph shall be brought within three years of the withdrawal of the accommodations from rent or lease.

(3) Any owner who offers accommodations again for rent or lease shall first offer the unit for rent or lease to the tenant or lessee displaced from that unit by the withdrawal pursuant to this chapter, if the tenant has advised the owner in writing within 30 days of the displacement of his or her desire to consider an offer to renew the tenancy and has furnished the owner with an address to which that offer is to be directed. That tenant, lessee, or former tenant or lessee may advise the owner at any time during the eligibility of a change of address to which an offer is to be directed.

If the owner again offers the accommodations for rent or lease pursuant to this subdivision, and the tenant or lessee has advised the owner pursuant to this subdivision of a desire to consider an offer to renew the tenancy, then the owner shall offer to reinstitute a rental agreement or lease on terms permitted by law to that displaced tenant or lessee.

This offer shall be deposited in the United States mail, by registered or certified mail with postage prepaid, addressed to the displaced tenant or lessee at the address furnished to the owner as provided in this subdivision, and shall describe the terms of the offer. The displaced tenant or lessee shall have 30 days from the deposit of the offer in the mail to accept the offer by personal delivery of that acceptance or by deposit of the acceptance in the United States mail by registered or certified mail with postage prepaid.

(c) A public entity which has acted pursuant to this section, may require by statute or ordinance, or by regulation as specified in Section 7060.5, that an owner who offers accommodations again for rent or lease within a period not exceeding 10 years from the date on which they are withdrawn, and which are subject to this subdivision, shall first offer the unit to the tenant or lessee displaced from that unit by the withdrawal, if that tenant or lessee requests the offer in writing within 30 days after the owner has notified the public entity of an intention to offer the accommodations again for residential rent or lease pursuant to a requirement adopted by the public entity under subdivision (c) of Section 7060.4. The owner of the accommodations shall be liable to any tenant or lessee who was displaced by that action for failure to comply with this paragraph, for punitive damages in an amount which does not exceed the contract rent for six months.

(d) If the accommodations are demolished, and new accommodations are constructed on the same property, and offered for rent or lease within five years of the date the accommodations were withdrawn from rent or lease, the newly constructed accommodations shall be subject to any system of controls on the price at which they would be offered on the basis of a fair and reasonable return on the newly constructed accommodations, notwithstanding any exemption from the system of controls for newly constructed accommodations.

(e) The amendments to this section enacted by the act adding this subdivision shall apply to all new tenancies created after December 31, 2002. If a new tenancy was lawfully created prior to January 1, 2003, after a lawful withdrawal of the unit under this chapter, the amendments to this section enacted by the act adding this subdivision

may not apply to new tenancies created after that date.

7060.3. If a public entity determines to apply constraints pursuant to Section 7060.2 to a successor in interest of an owner who has withdrawn accommodations from rent or lease, the public entity shall record a notice with the county recorder which shall specifically describe the real property where the accommodations are located, the dates applicable to the constraints and the name of the owner of record of the real property. The notice shall be indexed in the grantor-grantee index.

A person who acquires title to the real property subsequent to the date upon which the accommodations thereon have been withdrawn from rent or lease, as a bona fide purchaser for value, shall not be a successor in interest for the purposes of this chapter if the notice prescribed by this section has not been recorded with the county recorder at least one day before the transfer of title.

7060.4. (a) Any public entity which, by a valid exercise of its police power, has in effect any control or system of control on the price at which accommodations are offered for rent or lease, may require by statute or ordinance, or by regulation as specified in Section 7060.5, that the owner notify the entity of an intention to withdraw those accommodations from rent or lease and may require that the notice contain statements, under penalty of perjury, providing information on the number of accommodations, the address or location of those accommodations, the name or names of the tenants or lessees of the accommodations, and the rent applicable to each residential rental unit.

Information respecting the name or names of the tenants, the rent applicable to any residential rental unit, or the total number of accommodations, is confidential information and for purposes of this chapter shall be treated as confidential information by any public entity for purposes of the Information Practices Act of 1977 (Chapter 1 (commencing with Section 1798) of Title 1.8 of Part 4 of Division 3 of the Civil Code). A public entity shall, to the extent required by the preceding sentence, be considered an "agency," as defined by subdivision (d) of Section 1798.3 of the Civil Code.

(b) The statute, ordinance, or regulation of the public entity may require that the owner record with the county recorder a memorandum summarizing the provisions, other than the confidential provisions, of the notice in a form which shall be prescribed by the statute, ordinance, or regulation, and require a certification with that notice that actions have been initiated as required by law to terminate any existing tenancies. In that situation, the date on which the accommodations are withdrawn from rent or lease for purposes of this chapter is 120 days from the delivery in person or by first-class mail of that notice to the public entity. However, if the tenant or lessee is at least 62 years of age or disabled, and has lived in his or her accommodations for at least one year prior to the date of delivery to the public entity of the notice of intent to withdraw pursuant to subdivision (a), then the date of withdrawal of the accommodations of that tenant or lessee shall be extended to one year after the date of delivery of that notice to the public entity, provided that the tenant or lessee gives written notice of his or her entitlement to an extension to the owner within 60 days of the date

of delivery to the public entity of the notice of intent to withdraw. In that situation, the following provisions shall apply:

(1) The tenancy shall be continued on the same terms and conditions as existed on the date of delivery to the public entity of the notice of intent to withdraw, subject to any adjustments otherwise available under the system of control.

(2) No party shall be relieved of the duty to perform any obligation under the lease or rental agreement.

(3) The owner may elect to extend the date of withdrawal on any other accommodations up to one year after date of delivery to the public entity of the notice of intent to withdraw, subject to paragraphs (1) and (2).

(4) Within 30 days of the notification by the tenant or lessee to the owner of his or her entitlement to an extension, the owner shall give written notice to the public entity of the claim that the tenant or lessee is entitled to stay in their accommodations for one year after date of delivery to the public entity of the notice of intent to withdraw.

(5) Within 90 days of date of delivery to the public entity of the notice of intent to withdraw, the owner shall give written notice to the public entity and the affected tenant or lessee of the owner's election to extend the date of withdrawal and the new date of withdrawal under paragraph (3).

(c) The statute, ordinance, or regulation of the public entity adopted pursuant to subdivision (a) may also require the owner to notify any tenant or lessee displaced pursuant to this chapter of the following:

(1) That the public entity has been notified pursuant to subdivision (a).

(2) That the notice to the public entity specified the name and the amount of rent paid by the tenant or lessee as an occupant of the accommodations.

(3) The amount of rent the owner specified in the notice to the public entity.

(4) Notice to the tenant or lessee of his or her rights under paragraph (3) of subdivision (b) of Section 7060.2.

(5) Notice to the tenant or lessee of the following:

(A) If the tenant or lessee is at least 62 years of age or disabled, and has lived in his or her accommodations for at least one year prior to the date of delivery to the public entity of the notice of intent to withdraw, then tenancy shall be extended to one year after date of delivery to the public entity of the notice of intent to withdraw, provided that the tenant or lessee gives written notice of his or her entitlement to the owner within 60 days of date of delivery to the public entity of the notice of intent to withdraw.

(B) The extended tenancy shall be continued on the same terms and conditions as existed on date of delivery to the public entity of the notice of intent to withdraw, subject to any adjustments otherwise available under the system of control.

(C) No party shall be relieved of the duty to perform any obligation under the lease or rental agreement during the extended tenancy.

(d) The statute, ordinance, or regulation of the public entity adopted pursuant to subdivision (a) may also require the owner to notify the public entity in writing of an intention to again offer the accommodations for rent or lease.

7060.5. The actions authorized by Sections 7060.2 and 7060.4 may be

taken by regulation adopted after public notice and hearing by a public body of a public entity, if the members of the body have been elected by the voters of the public entity. The regulation shall be subject to referendum in the manner prescribed by law for the ordinances of the legislative body of the public entity except that:

(a) The decision to repeal the regulation or to submit it to the voters shall be made by the public body which adopted the regulation.

(b) The regulation shall become effective upon adoption by the public body of the public entity and shall remain in effect until a majority of the voters voting on the issue vote against the regulation, notwithstanding Section 9235, 9237, or 9241 of the Elections Code or any other law.

7060.6. If an owner seeks to displace a tenant or lessee from accommodations withdrawn from rent or lease pursuant to this chapter by an unlawful detainer proceeding, the tenant or lessee may appear and answer or demur pursuant to Section 1170 of the Code of Civil Procedure and may assert by way of defense that the owner has not complied with the applicable provisions of this chapter, or statutes, ordinances, or regulations of public entities adopted to implement this chapter, as authorized by this chapter.

7060.7. It is the intent of the Legislature in enacting this chapter to supersede any holding or portion of any holding in Nash v. City of Santa Monica, 37 Cal.3d 97 to the extent that the holding, or portion of the holding, conflicts with this chapter, so as to permit landlords to go out of business. However, this act is not otherwise intended to do any of the following:

(a) Interfere with local governmental authority over land use, including regulation of the conversion of existing housing to condominiums or other subdivided interests or to other nonresidential use following its withdrawal from rent or lease under this chapter.

(b) Preempt local or municipal environmental or land use regulations, procedures, or controls that govern the demolition and redevelopment of residential property.

(c) Override procedural protections designed to prevent abuse of the right to evict tenants.

(d) Permit an owner to withdraw from rent or lease less than all of the accommodations, as defined by paragraph (1) or (2) of subdivision (b) of Section 7060.

(e) Grant to any public entity any power which it does not possess independent of this chapter to control or establish a system of control on the price at which accommodations may be offered for rent or lease, or to diminish any such power which that public entity may possess, except as specifically provided in this chapter.

(f) Alter in any way either Section 65863.7 relating to the withdrawal of accommodations which comprise a mobilehome park from rent or lease or subdivision (f) of Section 798.56 of the Civil Code relating to a change of use of a mobilehome park.

**ATTACHMENT "C"**

**Table 3.0 -Comparison of Rent Control/Stabilization Programs***

| | Cities | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Program Component** | Berkeley** | Beverly Hills*** | East Palo Alto | Hayward | Los Angeles | Oakland | Palm Springs | San Francisco | San Jose | Santa Monica | West Hollywood |
| Section governing the administration of the Maximum Allowable Rent/setting limits on how much landlord may charge and when it can be increased | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Section governing the registration of rental units | ✓ | | ✓ | ✓ | ✓ | ✓ | ✓ | | ✓ | ✓ | ✓ |
| Section governing annual registration fees | ✓ | | ✓ | ✓ | | ✓ | ✓ | | ✓ | ✓ | ✓ |
| Section governing the allowable rents during/after vacancies | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Section governing the allowable increases (1 per 12 month period) and decreases in rents | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| | 1.5% (tied to CPI) | 8% or CPI whichever is less; 10% | 2%-2.4% (tied to CPI) | 5.00% | 3% (tied to CPI) | 2% (tied to CPI) | (75% of CPI) | 1.6% (tied to CPI) | 5%-8% (tied to CPI) | 0%-6% (75% of percentage change of CPI) | (75% of CPI) |
| Section governing the allowable limits on and interest for security deposits to be paid back to tenants | ✓ | ✓ | ✓ | ✓ | ✓ | | 1950.5 of the California Civil Code | 1950.5 of the California Civil Code | 1950.5 of the California Civil Code | ✓ | ✓ |
| Section governing the limits on other fees charged to tenants | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Section addressing surcharge and other pass-through fees (e.g. utilities, % of registration/code enforcement inspection fees) beyond base rent | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Section governing the requirements for maintenance | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | | ✓ | ✓ | ✓ | ✓ |
| Section outlining existing housing services | ✓ | ✓ | ✓ | | ✓ | ✓ | | ✓ | ✓ | ✓ | ✓ |
| Section setting the grounds for termination or non-renewal of tenancy ("eviction code section") | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Section establishing the actions which could be illegal attempts to get a tenant to vacate the unit (harassment code section). | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Section establishing fees to be paid by property owner for relocation/unvoluntary relocation/eviction | | | ✓ | | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | |
| Ordinance Requires Annual Reporting of Units under Rent Control Regulations | ✓ | | ✓ | ✓ | ✓ | ✓ | | | | ✓ | ✓ |
| Ordinance Requires Per Unit Fee for Ongoing Housing/Systematic Code Enforcement Inspection | | | | ✓ | ✓ | | | | | | |
| | $ - | $ - | $ - | $ 27.00 | $ 43.32 | $ - | $ - | $ - | $ - | $ - | $ - |
| Ordinance Requires Annual Registration Fee (per unit); Administrative Fee*** | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| | $ 234.00 | $ 54.00 | $ 234.00 | $ 41.00 | $ 24.51 | $ 30.00 | $ 10.50 | $ 37.00 | $ 12.50 | $ 174.96 | $ 120.00 |
| Rent Adjustment Commission/Rent Board/Rent Review Officer/Hearing Officer | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Section Outlining Administrative Penalties, Civil Remedies, Legal Actions by City | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | |
| Renter Occupied Units (2014 US Census Est.) | 26,476 | 8,665 | 4,376 | 21,838 | 835,503 | 93,806 | 9,672 | 221,143 | 132,236 | 33,931 | 16,998 |
| Approximate number of units covered | 20,000 | 6,200 | 2,500 | 8,929 | 600,000 | 66,000 | 707 | 173,000 | 44,300 | 28,069 | 16,895 |
| Percentage of Total Rental Units | 76% | 72% | 57% | 41% | 72% | 70% | 7% | 78% | 34% | 83% | 99% |
| Rental Vacancy Rate (2014 US Census Est.) | 3.8% | 3.9% | 4.1% | 3.2% | 4.3% | 5.3% | 10.2% | 3.0% | 2.5% | 2.8% | 4.0% |

*Note: City of San Fernando renter occupied units estimated at 2,597 units in (2014 US Census Est.) and a Vacancy Rate of 4.0 (2014 US Census Est.)*

**Table 3.0 - Comparison of Rent Control/Stabilization Programs* (Continued)**

| | Cities | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Program Component** | Berkeley | Beverly Hills | East Palo Alto | Hayward | Los Angeles | Oakland | Palm Springs | San Francisco | San Jose | Santa Monica | West Hollywood |
| Properties that Fall Under the Ordinance | All dwelling units being offered for rent including properties with two or more units unless otherwised exempted as noted below. | All residential rental dwelling units built before 9/20/1978 except as other wise exempted below. | All dwelling units being offered for rent except those specifically exempted below. | Any residentail unit other than a mobilehome unit. | Applies to rental properties built on or before 10/1/1978 including: apartments, condos, townhomes, | Any dwelling unit, including joint living and work quarters, and all housing services located in Oakland and used or occupied in consideration of rent payments with exceptions noted below. | All mobile home spaces, apartment, condominiums, or single family residence | All residential rental units including mobile homes built before 6/13/1979; | Properties with three or more rental dwelling units | All residential rental units including mobile homes; | Ordinance applies to properties with more than one dwelling unit with a Certificate of Occupancy issued before 7/1/1979 |
| | | apartment units are under some form of rent control; | | | duplex, to or more single family dwellings on one lot; rooms in hotels, motels, rooming and boarding houses occupied by the same tenant for more than 30 days. | | | | | | Ordinance applies to properties with only one dwelling unit on entire property were original C of O was issued before 7/1/1979 and whose tenants moved in before 1/1/1996. |
| Properties Exempt from Rent Control | Residential dwelling units constructed after 2/1/1995 (Costa-Hawkins Rental Housing Act);Government owned units; units rented for less than 14-consecutive dates, non-profit rental units | Single family residences; hotels, motels, inns, roominghouses, condominiums. | Transient Occupancy: motels, hotels, inns, tourist houses, rooming and boarding houses rented for less than 30 days. | Housing accomodations in hospitals, extended care facilities, convalescent homes, dormitories operated by school or private organization. | One dwelling unit on one parcel; hotel, motel, inn, tourist home, rooming and boarding houses rented for less than 30 days. | government owned/managed/operated or subsidized dwelling units; | hotel, motel, inn, tourist home, rooming and boarding houses rented for less than 30 days. | Single family homes with tenancy after 1/1/1996 and condos; Rental units in hotels, motels, inns, tourist homes, rooming and boarding houses rented for less than 32 days; | Rental units in hotels, motels, inns, tourist homes, rooming and boarding houses rented for less than 14 days; | Rental units in hotels, motels, inns, tourist homes, rooming and boarding houses rented for less than 14 days; | As of 1/1/1999, New Construction Units with C of O issued on or after 1/1/1979 |
| | 4-unit complexes with an owner-occupied unit that existed before 12/31/1979; | Government rental units, dwelling units in a structure built after 9/29/1978. | Care Facilities: hospital, skilled nursing , long term health care facility convalescent home/hospice care; Government owned or funded buildings. | government owned/operated/managed or subsidized dwelling units; hotel, motel, inn, tourist home, rooming and boarding houses rented for less than 30 days. | residential dwelling units in non-profit cooperatives, unless rented or leased to tenant; units in hospitals, medical facilities, asylums, non-profit homes for the aged; | hotel, motel, inn, tourist home, rooming and boarding houses rented for less than 30 days. | Units used primarly for commercial purposes; units in buildings, mobile home parks or developments of four units or less, while one unit is owner occupied. | government owned; rental units in a non-profit cooperative; non-profit owned dwelling units; housing accomodations by hospital, monastery, extended care | government owned or subsidized rental units; rental units located in an building containing two or fewer dwellings. | government rental units; rental units in hospitals, convent, monastery, extended medical facility, asylum, non-profit long term health, hospice care facility; | As of 1/1/1999, Properties with only one dwelling unit on property (condominiums or single family residences) |
| | Newly constructed units built after June 30, 1980. | does not apply to condominium units, single-family homes, or commercial spaces | Units (rooms) within a landlord shared dwelling unit. | Dwelling units issued a certificate of occupancy after 7/1/1979; dwelling units in a non-profit cooperative owned/operated by majority of residents. | LA Housing Authority/government owned/managed/operated/subsidized units; | Units used primarly for commercial purposes; units in buildings, mobile home parks or developments of three units or less, while one unit is owner occupied. | | facility, asylum, residential care/adult daycare, school dormitories, live work units built after 6/13/1979. | condominiums, duplexes, townhomes or single-family residential units; units with rent that is fully or partially paid for by a federal subsidy; units built after September 7, 1979. | Rental units and dwellings built after adoption of Ordinance; | As of 1/1/1999, Government-owned or subsidized residentail rental properties. |
| | non-profit Affordable housing units | | | | Housing accomodations with Certificate of Occupancies after 10/1/1978; Luxury Home Accomodations; Substantially rehabilitated dwellings; | residential dwelling units in non-profit cooperatives, unless rented or leased to tenant; units in hospitals, medical facilities, asylums, non-profit homes for the aged; | government owned/managed/operated units;Residential dwelling units began construction on or after 4/1/1979. | 50 year dwelling units that have been substantially rehabbed after 6/13/1979. | | Single Family homes not used for rentals on 1/1/1984 or after vacancay of more than two years; condominiums, stock cooperatives or similar unit. | Institutional facilities, non-profit housing; & some units in hotels and motels. |
| Properties Temporary Exemption from Rent Control | | | Single Family Dwellings-Costa Hawkins Act;Units constructed after 1/1/1998; | | Recreational vehicles in mobile home park; dwellings in limited-equity cooperatives; mobile home parks with permits to operate before ordinance adoption. | Single Family Dwellings-Costa Hawkins Act;Units constructed after 1/1/1983; substantially rehabilitated buildings. | Units in owner occupied two & three unit properties; non-profit housing units; units with voucher assistance. | | | | Individual units on rent stablized properties that are owner or family occupied. |
| | | | Units in owner occupied two & three unit properties; non-profit housing units; units with voucher assistance. | | | Units in owner occupied two & three unit properties; non-profit housing units; units with voucher assistance. | | | | | Units permanently withdrawn from the rental market for non-rental common area purposes (e.g., laundry rooms, community rooms, etc.) |

*City of Fremont has a Rental Dispute Resolution Ordinance that establishes regulations to discourage unreasonable rent increases on occupied units by providing remedies to resolve rent increase disputes (rent control ordinance).*

** Appendix 2-List of Cities with Rent Control from California Department of Consumer Affairs; http://www.dca.ca.gov/publications/landlordbook/appendix2.shtm*

***Berkeley uses Housing Code Inspection to inspect multifamily.*

**ATTACHMENT "D"**

## List of Website Links to Surveyed Cities with Rent Control/Rent Stabilization Regulations

- **BERKELEY**
  **Website Links: http://www.ci.berkeley.ca.us/ContentDisplay.aspx?id=5668 ; http://www.ci.berkeley.ca.us/ContentDisplay.aspx?id=9296 ; Berkeley Municipal Code Chapter 13.76**

- **BEVERLY HILLS**
  **Website Links: http://www.beverlyhills.org/citygovernment/departments/communitydevelopment/codecompliance/rentcontrolinformation/ ; http://www.beverlyhills.org/cbhfiles/storage/files/6480008081066173622/Chapter5Code.pdf Chapter 5: Rent Stabilization Part 1; http://www.beverlyhills.org/cbhfiles/storage/files/1896679878573563570/Chapter6Code.pdf Chapter 6: Rent Stabilization Part 2;**

- **EAST PALO ALTO**
  **Website Links: http://www.ci.east-palo-alto.ca.us/index.aspx?nid=273 ; http://www.ci.east-palo-alto.ca.us/index.aspx?NID=469 ; Chapter 14.04 – Rent Stabilization and Just Cause for Eviction Ordinance**

- **HAYWARD**
  **Website Links: http://www.hayward-ca.gov/your-government/programs/rent-review-residential-rent-stabilization ; http://www.hayward-ca.gov/sites/default/files/ResidentialRentOrdinance.pdf ; City of Hayward Ordinance No. 03-01**

- **LOS ANGELES**
  **Website Links: http://hcidla.lacity.org/RSO-Overview; http://library.amlegal.com/nxt/gateway.dll?f=templates&fn=default.htm&vid=amlegal:lamc_ca ; CHAPTER XV Rent Stabilization Ordinance**

- **OAKLAND**
  **Website Links: http://www2.oaklandnet.com/government/o/hcd/o/RentAdjustment/DOWD008793 ; Oakland Municipal Code Chapter 8.22**

- **PALM SPRINGS**
  **Website Links: http://www.ci.palm-springs.ca.us/government/departments/community-economic-development-department/rent-control ; http://www.qcode.us/codes/palmsprings/ Chapter 4.02 Rent Control**

**ATTACHMENT "D"**

## List of Website Links to Surveyed Cities with Rent Control/Rent Stabilization Regulations (Continued)

- **SAN FRANCISCO**
  **Website Links: http://sfrb.org/ ; http://sfrb.org/ordinance-regulations ; Chapter 37- Rent Ordinance**

- **SAN JOSE**
  **Website Links: http://www.sanjoseca.gov/index.aspx?NID=1355 ; http://www.sanjoseca.gov/index.aspx?NID=4743 Chapter 17.23 – Apartment Rent Ordinance**

- **SANTA MONICA**
  **Website Links: http://www.smgov.net/Overview.aspx ; Charter Amendment including Chapters 1 – 17**

- **WEST HOLLYWOOD**
  **Website Links: http://www.weho.org/residents/rent-stabilization-housing/rent-stabilization ; http://qcode.us/codes/westhollywood/; West Hollywood Municipal Code Title 17 – Rent Stabilization**

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THE CITY OF SAN FERNANDO

# AGENDA REPORT

**To:** Mayor Robert C. Gonzales and Councilmembers

**From:** Brian Saeki, City Manager
By: Nick Kimball, Finance Director

**Date:** July 18, 2016

**Subject:** Consideration of Business License Certificates for Special Events

**RECOMMENDATION:**

It is recommended that the City Council provide direction to staff regarding the current Business License process, including the amount of the required taxes and fees, for special events.

**BACKGROUND/ANALYSIS:**

The existing Business License Tax structure does not contemplate special events, especially a non-City vendor conducting business in the City for one day. Currently, a vendor must get a business license as a general retail vendor, which is a $50.00 flat fee for gross receipts under $25,000, plus the $22.00 processing fee, and $1.00 State fee for a total of $73.00.

**BUDGET IMPACT:**

There is no budget impact related to exploring other options for issuing Business License certificates to vendors for special events. The budget impact of potential options will be provided if City Council directs staff to move forward.

**CONCLUSION:**

Staff is requesting direction from City Council to move forward with developing options for issuing Business License certificates to vendors for special events if desired.

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THE CITY OF SAN FERNANDO

# AGENDA REPORT

**To:** Mayor Robert C. Gonzales and Councilmembers

**From:** Vice Mayor Joel Fajardo

**Date:** July 18, 2016

**Subject:** Discussion of Timeline for Presenting the Transit Oriented Development (TOD) Overlay Zone Project

I have asked that this item be placed on the City Council agenda in order to obtain an update on the current schedule for completing the TOD Overlay Zone Project.

It is my expectation that City Staff and the City Attorney provide the City Council with an update and that the City Council provide staff with direction necessary to complete the study by a date certain.