

San Fernando City Council

REGULAR MEETING NOTICE AND AGENDA

November 6, 2017 - 6:00 PM

COUNCIL CHAMBERS 117 MACNEIL STREET SAN FERNANDO, CA 91340

CALL TO ORDER/ROLL CALL

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

PLEDGE OF ALLEGIANCE

Led by Finance Director Nick Kimball

APPROVAL OF AGENDA

PRESENTATIONS

a) INTRODUCTION OF THREE NEW POLICE OFFICERS Police Chief Anthony Vairo

DECORUM AND ORDER

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

SAN FERNANDO CITY COUNCIL

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PUBLIC STATEMENTS – WRITTEN/ORAL

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

CITY COUNCIL - LIAISON UPDATES

CONSENT CALENDAR

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

- 1) REQUEST TO APPROVE THE MINUTES OF:
 - a) APRIL 3, 2017 REGULAR MEETING
 - b) OCTOBER 16, 2017 SPECIAL MEETING
 - c) OCTOBER 16, 2017 REGULAR MEETING
- 2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER

Recommend that the City Council adopt Resolution No. 17-111 approving the Warrant Register.

3) CONSIDERATION TO APPROVE AN AMENDMENT TO THE ADMINISTRATIVE CONTRACT WITH LIEBERT CASSIDY WHITMORE TO CONTINUE TO PROVIDE LABOR NEGOTIATOR SERVICES

Recommend that the City Council:

- a. Approve Contract No. 1873(a) with Liebert Cassidy Whitmore to increase the total not-to-exceed amount from \$25,000 to \$50,000; and
- b. Authorize the City Manager to execute all related documents.
- 4) CONSIDERATION TO ADOPT A RESOLUTION AMENDING THE CITY PERSONNEL RULES TO INCLUDE CHANGES TO THE VETERANS' EMPLOYMENT PREFERENCE POLICY



SAN FERNANDO CITY COUNCIL

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Recommend that the City Council:

- a. Adopt Resolution No. 7824 amending Section 9, Rule VI of the City Personnel Rules to include changes to the existing veterans' employment preference policy; and
- b. Authorize the City Manager to implement the new policy, and make non-substantive edits as necessary.
- 5) CONSIDERATION TO AWARD A CONTRACT FOR THE ANNUAL RESURFACING PROJECT, CIP NO. 0560, PLAN NO. P-725

Recommend that the City Council:

- a. Approve plans and specifications for the Annual Resurfacing Project (CIP No. 0560), Plan No. P-725;
- b. Accept the lowest responsive bid in the amount of \$573,275 from Toro Enterprises, Inc., for construction of these improvements;
- c. Authorize the City Manager to execute a Construction Contract with Toro Enterprises, Inc., (Contract No. 1872) in the amount of \$573,275; and
- d. Authorize the City Manager to approve change orders not to exceed \$143,319 (25% of the contract amount), to cover the cost of any unforeseen construction expenses.
- 6) CONSIDERATION TO APPROVE THE MAYOR'S PROPOSED APPOINTMENT OF THE CITY MANAGER TO THE CITY'S VACANT POSITION ON THE OVERSIGHT BOARD TO THE SUCCESSOR AGENCY TO THE SAN FERNANDO REDEVELOPMENT AGENCY

Recommend that the City Council approve the Mayor's proposed appointment of City Manager Alexander P. Meyerhoff to the City's vacant position on the Oversight Board to the Successor Agency to the San Fernando Redevelopment Agency pursuant to Health and Safety Code Section 34179(a)(2) and confirm the appointment of Senior Accountant Sonia Gomez-Garcia pursuant to Health and Safety Code Section 34179(7).

ADMINISTRATIVE REPORTS

7) CONSIDERATION TO APPROVE USE OF CITY LETTERHEAD FOR A LETTER INVITING LOCAL SCHOOL PRINCIPALS TO A BRUNCH EVENT IN JANUARY 2018



SAN FERNANDO CITY COUNCIL

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Recommend that the City Council allow the Education Commission to use City letterhead for a letter inviting local school principals to a brunch event in January 2018.

8) CONSIDERATION TO APPROVE THE USE OF CITY LETTERHEAD FOR A THANK YOU LETTER TO SENATOR JOHN MCCAIN

This item is placed on the agenda by Mayor Sylvia Ballin.

9) CONSIDERATION OF THE SAN FERNANDO BEAUTIFICATION PROJECT

This item is placed on the agenda by Councilmember Robert C. Gonzales.

10) CONSIDERATION TO APPOINT ALTERNATE BOARD REPRESENTATIVES TO THE SAN FERNANDO VALLEY COUNCIL OF GOVERNMENTS

This item is placed on the agenda by Councilmember Joel Fajardo.

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: November 2, 2017 (3:00 p.m.)

Agendas and complete Agenda Packets (including staff reports and exhibits related to each



Regular Meeting San Fernando City Council

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SAN FERNANDO CITY COUNCIL MINUTES

APRIL 3, 2017 – 6:00 P.M. REGULAR MEETING

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

CALL TO ORDER/ROLL CALL

Mayor Robert C. Gonzales called the meeting to order at 6:04 p.m.

Present:

Council: Mayor Robert C. Gonzales, Vice Mayor Joel Fajardo, and

Councilmembers Sylvia Ballin (arrived at 6:10 p.m.), and Antonio Lopez

Staff: Interim City Manager Nick Kimball, Assistant City Attorney Richard

Padilla, and City Clerk Elena G. Chávez

Absent: Councilmember Jaime Soto (notified staff that he was under the weather

and could not make the meeting)

PLEDGE OF ALLEGIANCE

Led by Police Chief Anthony Vairo

APPROVAL OF AGENDA

Motion by Councilmember Lopez, seconded by Vice Mayor Fajardo, to approve the agenda. By consensus, the motion carried.

PRESENTATIONS

The following presentations were made:

- a) TRIBUTE TO OUR TROOPS
- b) CERTIFICATE OF RECOGNITION EDUCATION COMMISSIONER YVONNE G. MEJIA
- c) CERTIFICATE OF RECOGNITION SAN FERNANDO HIGH SCHOOL DIY GIRLS
- d) DMV/DONATE LIFE CALIFORNIA MONTH APRIL 2017

PUBLIC STATEMENTS – WRITTEN/ORAL

Toni Joseph talked about an incident she reported regarding an abandoned tire left on her property.

Fred Partovi asked for an update on the moratorium prohibiting new accessory dwelling units (Interim City Manager Kimball will speak with Mr. Partovi).

Cami Stein, realtor for Mr. Partovi and two other developers, expressed frustration that due to the moratorium, her clients cannot develop yet have invested close to 3/4 million dollars in the City.

Michelle Guijarro thanked the veterans and congratulated Mayor Gonzales and Vice Mayor Fajardo for their work this past year.

CONSENT CALENDAR

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

- 1) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER
- 2) CONSIDERATION TO APPROVE A NON-EXCLUSIVE LICENSE AGREEMENT WITH NEIGHBORHOOD JUNIOR TENNIS PROGRAM FOR OFFICE SPACE AT RECREATION PARK
- 3) CONSIDERATION TO APPROVE A SIDE LETTER OF AGREEMENT TO THE EXISTING MEMORANDUM OF UNDERSTANDING WITH THE SAN FERNANDO POLICE OFFICERS' ASSOCIATION
- 4) CONSIDERATION TO APPROVE THE PURCHASE OF A REPLACEMENT PUBLIC WORKS VEHICLE

By consensus, the motion carried.

ADMINISTRATIVE REPORTS

5) CONSIDERATION TO ADOPT A RESOLUTION AMENDING THE FISCAL YEAR (FY) 2016-2017 BUDGET TO APPROPRIATE FUNDS FOR EXECUTIVE RECRUITMENT AND LABOR NEGOTIATOR SERVICES

Interim City Manager Kimball gave a brief staff report.

Motion by Councilmember Ballin, seconded by Councilmember Lopez, to adopt Resolution No. 7788 amending the FY 2016-2017 Budget to appropriate funds for Executive Recruitment (\$25,000) and Labor Negotiator (\$20,000) services. By consensus, the motion carried.

6) CONSIDERATION OF A LETTER OF SUPPORT REGARDING AB466 – LOS ANGELES RIVER TRIBUTARIES AND WATERSHED WORKING GROUP

Mayor Gonzales made a brief presentation and Interim City Manager Kimball reported that staff would be making a few clarity edits on the final version of the letter.

Motion by Councilmember Ballin, seconded by Councilmember Lopez, to approve the letter of support with staff's final edits. By consensus, the motion carried.

7) APPOINTMENT TO THE EDUCATION COMMISSION

Councilmember Lopez made a motion to appoint David Govea as his representative to the Education Commission. The motion was seconded by Councilmember Ballin and was approved by consensus.

8) CONSIDERATION OF THE $3^{\rm RD}$ ANNUAL LGBTQ CONFERENCE – SCOPE OF WORK, DIRECTION AND RESOLUTION

Vice Mayor Fajardo made a brief presentation and discussion ensued regarding the defined scope of work and concern regarding staff's assistance and the very limited resources.

Motion by Vice Mayor Fajardo, seconded by Councilmember Ballin, to approve with an amendment to the resolution stating that staff time not exceed 27.5 hours and to delete the section that states "with an additional five hours upon city Manager's approval". By consensus, the motion carried.

9) CONSIDERATION TO ADOPT A RESOLUTION DECLARING THE RESULTS OF THE MARCH 7, 2017 GENERAL MUNICIPAL ELECTION AND CONFIRMATION/FINAL ADOPTION OF ORDINANCE AMENDING THE MUNICIPAL CODE AND OTHER PROVISIONS TO REFLECT THE CONVERSION OF THE ELECTIVE OFFICE OF CITY TREASURER TO AN APPOINTIVE OFFICE AS AUTHORIZED BY THE VOTERS OF THE CITY

City Clerk Chávez presented the staff report.

Motion by Councilmember Lopez, seconded by Councilmember Ballin, to adopt Resolution No. 7787 declaring the results of the March 7, 2017 General Municipal Election. By consensus, the motion carried.

Motion by Councilmember Lopez, seconded by Councilmember Ballin, to confirm and ratify adoption of Ordinance No. 1663 (second reading), entitled: "An Ordinance of the City Council of the City of San Fernando, California, Amending Article III (Officers and Employees) of the San Fernando Municipal Code and Other Provisions to Reflect the Conversion of the Elective

Office of City Treasurer to an Appointive Office as Authorized by the Voters of the City of San Fernando Pursuant to Government Code Section 36508 Through 36510 at the City's General Municipal Election of March 7, 2017,". By consensus, the motion carried.

10) OATH OF OFFICE ADMINISTERED TO NEWLY ELECTED OFFICIALS

City Clerk Chávez administered the Oath of Office and delivered a Certificate of Election to newly elected City Councilmembers Joel Fajardo and Robert C. Gonzales and to City Treasurer Margarita Solis.

Each made brief comments.

11) REORGANIZATION OF THE CITY COUNCIL – SELECTION OF MAYOR AND VICE MAYOR

City Clerk Chávez opened nominations for Mayor.

Vice Mayor Fajardo nominated Sylvia Ballin for Mayor and the motion was seconded by Councilmember Lopez.

There were no other nominations for Mayor.

Motion by Vice Mayor Fajardo, seconded by Mayor Gonzales, to close nominations. By consensus, the motion carried.

For Sylvia Ballin as Mayor, the motion carried with the following vote:

AYES: Fajardo, Lopez, Ballin, Gonzales – 4

NOES: None ABSENT: Soto – 1

City Clerk Chávez opened nominations for Vice Mayor.

Councilmember Gonzales nominated Antonio Lopez for Vice Mayor and the motion was seconded by Mayor Ballin.

There were no other nominations for Vice Mayor.

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

For Antonio Lopez as Vice Mayor, the motion carried with the following vote:

AYES: Lopez, Ballin, Gonzales – 3

NOES: Fajardo – 1 ABSENT: Soto – 1

CITY COUNCIL - LIAISON UPDATES

Mayor Ballin said the City has come a long way regarding the various boards represented by Councilmembers and was excited to report that Councilmember Gonzales was voted president of Independent Cities Association and she as president to the Independent Cities Finance Authority.

DEPARTMENT HEADS - COMMISSION UPDATES

Interim City Manager Kimball said the next meeting will include an update regarding Vista Del Valle School and he stated that the Planning and Preservation meeting would be held tomorrow night.

Deputy City Manager/Public Works Director Chris Marcarello announced that the Transportation and Safety Commission is scheduled for Wednesday.

City Clerk Chávez reported that the Education Commission announced a new scholarship in memory of Elias Rodriguez and the application submittal deadline was extended.

GENERAL COUNCIL COMMENTS

Councilmember Fajardo thanked Recreation and Community Services Director Ismael Aguila for the outstanding work he's done and said he will be missed.

Councilmember Gonzales also thanked Mr. Aguila and talked about the successful programs he accomplished. He also thanked staff for their dedication and said he's very comfortable that both the Mayor and Vice Mayor are back in leadership roles.

Vice Mayor Lopez also thanked Mr. Aguila for all of the work he's accomplished. He also thanked his colleagues for allowing him to serve as Vice Mayor and said that there's plenty to do and that Council is dedicated to assisting staff in any way possible.

Mayor Ballin said she was proud of Recreation and Community Services Director Aguila and wished him the best.

STAFF COMMUNICATION

Interim City Manager Kimball said that Mr. Aguila has been an asset. He stated that there are now three vacant positions (i.e., City Manager, Community Development Director, and Recreation and Community Services Director) and that staff will need to focus on critical core goals and priorities for the next year.

Interim Finance Director Sonia Garcia talked about the budget calendar and upcoming budget study sessions.

Recreation and Community Services Director Ismael Aguila talked about his experience working with the City. He said it's been a privilege and is very proud of the good employees, thankful for City's leadership and said he will miss the City.

ADJOURNMENT (7:45 P.M.)

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

I do hereby certify that the foregoing is a true and correct copy of the minutes of April 3, 2017, meeting as approved by the San Fernando City Council.

Elena G. Chávez, CMC City Clerk



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SAN FERNANDO CITY COUNCIL MINUTES

OCTOBER 16, 2017 – 5:00 P.M. SPECIAL MEETING

City Hall Community Room 117 Macneil Street San Fernando, CA 91340

CALL TO ORDER/ROLL CALL

Mayor Sylvia Ballin called the meeting to order at 5:03 p.m.

Present:

Council: Mayor Sylvia Ballin, and Councilmembers Joel Fajardo and Robert C.

Gonzales

Vice Mayor Antonio Lopez and Councilmember Jaime Soto both were unable to attend at 5:00 p.m. but were present when the meeting

reconvened at 7:10 p.m.

Staff: City Manager Alexander P. Meyerhoff, Assistant City Attorney Richard

Padilla, and City Clerk Elena G. Chávez

APPROVAL OF AGENDA

Motion by Councilmember Gonzales, seconded by Councilmember Fajardo, to approve the agenda. By consensus, the motion carried.

PUBLIC STATEMENTS – WRITTEN/ORAL

Ruben Quintana, City employee and SEIU member, spoke on behalf of employees that have been with the City for many years and are nearing retirement and want to maintain the current insurance coverage.

Richard De La Pena, City employee and SEIU member, also spoke about contract negotiations and said they're looking for Council's support for a fair contract and want to keep their medical and want a decent cost of living increase, and get back some of the items they gave up in 2009.

Jessie Sahagun, City employee and SEIU member, agreed with his colleagues and said that they've given up a lot and would like to keep what they have and have worked so hard for.

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RECESS TO CLOSED SESSION (5:08 P.M.)

By consensus, Councilmembers recessed to the following Closed Session as announced by Assistant City Attorney Padilla:

A) CONFERENCE WITH LABOR NEGOTIATOR

G.C. §54957.6

Designated City Negotiators:

City Manager Alexander P. Meyerhoff

Finance Director Nick Kimball

Personnel Manager Michael Okafor

City Attorney Rick Olivarez

Assistant City Attorney Richard Padilla

Employees and Employee Bargaining Units that are the Subject of Negotiation:

San Fernando Management Group (SEIU, Local 721)

San Fernando Public Employees' Association (SEIU, Local 721)

San Fernando Police Officers Association

San Fernando Police Officers Association Police Management Unit

San Fernando Police Civilian Association

San Fernando Part-time Employees' Bargaining Unit (SEIU, Local 721)

All Unrepresented Employees

B) PUBLIC EMPLOYEE PERFORMANCE EVALUATION

G.C. §54957

Title of Employee: Interim City Manager

C) CONFERENCE WITH REAL PROPERTY NEGOTIATOR

G.C. §54956.8

Property: 543, 553, and 563 Glenoaks Boulevard, City of San Fernando Agency Negotiators: City Manager Alexander P. Meyerhoff, Lead Negotiator

Finance Director Nick Kimball City Attorney Rick Olivarez

Assistant City Attorney Richard Padilla

Negotiating Parties: John Manavian, Robertson Properties Group

Under Negotiation: Price and Terms as it Relates to Proposed Development Agreement

RECESS (6:04 P.M.)

Recess was called at this time in order to continue with the regular meetings of the Successor Agency and the City Council.

RECONVENE (7:10 P.M.)

SAN FERNANDO CITY COUNCIL SPECIAL MEETING MINUTES – October 16, 2017 Page 3

RECONVENE/REPORT OUT FROM CLOSED SESSION (8:00 P.M.)

Assistant City Attorney Padilla reported the following:

Items A - A general update was provided by the City Manager and Finance Director, feedback was given by the City Council but no final action was taken.

Item B – A general update was provided by the City Manager, feedback given by the City Council, but no final action taken,

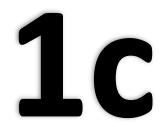
Item C – Staff presented the status of negotiations, received additional direction from the City Council but no final action was taken.

ADJOURNMENT (8:00 P.M.)

Motion by Councilmember Fajardo, seconded by Vice Mayor Lopez, to adjourn. By consensus, the motion carried.

I do hereby certify that the foregoing is a true and correct copy of the minutes of October 16, 2017, meeting as approved by the San Fernando City Council.

Elena G. Chávez, CMC City Clerk This Page
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SAN FERNANDO CITY COUNCIL MINUTES

OCTOBER 16, 2017 – 6:00 P.M. REGULAR MEETING

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

CALL TO ORDER/ROLL CALL

Mayor Sylvia Ballin called the meeting to order at 6:05 p.m. Present:

Council: Mayor Sylvia Ballin, Vice Mayor Antonio Lopez, and Councilmembers

Jaime Soto, Joel Fajardo, and Robert C. Gonzales

Staff: City Manager Alexander P. Meyerhoff, Assistant City Attorney Richard

Padilla and City Clerk Elena G. Chávez

PLEDGE OF ALLEGIANCE

Led by Interim Community Development Director Jack Wong

APPROVAL OF AGENDA

Motion by Councilmember Fajardo, seconded by Vice Mayor Lopez, to approve the agenda. By consensus, the motion carried.

DECORUM AND ORDER

Assistant City Attorney Padilla provided a brief summary of the rules.

PUBLIC STATEMENTS – WRITTEN/ORAL

Kelsey Murphy spoke on behalf of Phoenix House and talked about their upcoming marathon run and asked for donations for shoes and running equipment.

Mel Wilson spoke in support of Item No. 5 and said that the rail project would be more efficient, will connect to other lines and improve the City in terms of economic development construction.

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Michelle Guijarro expressed concerns regarding the train crossing and said she recently experienced that the arm kept going up and down even though the train was going through.

CITY COUNCIL - LIAISON UPDATES

Councilmember Gonzales gave an update regarding Independent Cities Association, provided information regarding the Metro Service Council and briefly talked about the Metro Bus Performance Report, the Van Nuys North Platform Project and the Metro Bike/Bus Interface Study.

Regarding the recent Metropolitan Water District Board meeting, Mayor Ballin reported that she was unable to vote on the water fix item because the meeting notice was not posted at her location.

CONSENT CALENDAR

City Manager Meyerhoff asked to pull Item No. 5 and Councilmember Soto pulled Item No. 4 for further discussion.

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

- 1) REQUEST TO APPROVE THE MINUTES OF:
 - a) SEPTEMBER 18, 2017 REGULAR MEETING
 - b) OCTOBER 2, 2017 SPECIAL MEETING
 - c) OCTOBER 2, 2017 REGULAR MEETING
 - d) OCTOBER 11, 2017 SPECIAL MEETING
- 2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER
- 3) CONSIDERATION TO APPROVE REVISIONS TO CONTRACT NO. 1869 WITH WILLDAN ENGINEERING FOR DESIGN SERVICES FOR STREET RESURFACING IMPROVEMENTS AND FEDERAL HIGHWAY SAFETY IMPROVEMENT PROJECT ON GLENOAKS BOULEVARD
- 6) CONSIDERATION TO AWARD A PURCHASE ORDER TO PURCHASE AND INSTALL ELECTRIC VEHICLE CHARGING UNITS AT VARIOUS CITY FACILITIES UNDER THE NATIONAL JOINT POWER ALLIANCE (NJPA)
- 7) CONSIDERATION TO AWARD A CONTRACT FOR SAN FERNANDO DOWNTOWN REVITALIZATION PROJECT, TRUMAN STREET FROM BRAND

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BOULEVARD TO SAN FERNANDO MISSION BOULEVARD, FEDERAL PROJECT NO. TCSP-09CA(005), JOB NO. 7579, PLAN NO. P-750

By consensus, the motion carried

Items Pulled for Further Discussion

4) CONSIDERATION TO APPROVE A LETTER URGING THE PUBLIC UTILITIES COMMISSION TO CLOSELY REVIEW THE IMPACT OF SOUTHERN CALIFORNIA EDISON'S PROPOSED 2018 GENERAL RATE INCREASE ON RATEPAYERS

Councilmember Soto offered a few changes to the letter and Councilmembers concurred.

Motion by Councilmember Soto, seconded by Councilmember Gonzales, to approve a letter urging the California Public Utilities Commission to the closely review the impact of Southern California Edison's Proposed 2018 General Rate Increase on ratepayers, and include edits recommended by Councilmember Soto. By consensus, the motion carried.

5) CONSIDERATION TO APPROVE A LETTER OF SUPPORT FOR THE METRO EAST SAN FERNANDO VALLEY TRANSIT CORRIDOR ENVIRONMENTAL IMPACT STATEMENT/ ENVIRONMENTAL IMPACT REPORT

Finance Director Nick Kimball presented the staff report.

Discussion ensued amongst Councilmembers, staff, and the City's consultants regarding changes to the support letter including: additional language regarding aligning the bike path; a caveat regarding a mutually beneficial agreement (extended and flexible payment schedule); calculating the 30% project cost; work with Metro on the timing of the projects (i.e., include current projects that are part of the system and less than ½ mile from the proposed station that may be completed in advance of the rail).

Motion by Councilmember Fajardo, seconded by Councilmember Gonzales, to approve the Letter of Support, including the recommended changes, and authorize the Mayor to execute the letter for distribution and receipt by Metro prior to October 30, 2017. By consensus, the motion carried.

ADMINISTRATIVE REPORTS

8) DISCUSSION OF CODE ENFORCEMENT PRIORITIES AND PROCEDURES AND ESTABLISHMENT OF AN AD HOC COMMITTEE TO ADDRESS CODE ENFORCEMENT

City Manager Meyerhoff presented the staff report and suggested that Council establish an Ad Hoc committee to work with the City Manager, or designee, to discuss the Code Enforcement activity in the City, including, but not limited to: community priorities; metric for enforcement;

SAN FERNANDO CITY COUNCIL MINUTES – October 16, 2017 Page 4

departmental procedures; administrative and criminal prosecution; receivership; and review of current cases.

Motion by Mayor Ballin, seconded Councilmember Gonzales, to establish an Ad Hoc committee (Fajardo and Lopez) to work with the City Manager, or designee, to discuss the Code Enforcement activity in the City. By consensus, the motion carried.

DEPARTMENT HEADS - COMMISSION UPDATES

City Clerk Chávez gave an update regarding the upcoming Education Commission meeting.

Recreation Supervisor Maribel Perez reported that the Parks, Wellness, and Recreation Commission will be discussing the Park Master Plan next month.

Cultural Arts Supervisor Virginia Diediker gave updates regarding the Indigenous Day, 5K Run, and Dia De Los Muertos events.

GENERAL COUNCIL COMMENTS

Councilmember Fajardo thanked staff for their work on the phenomenal Indigenous Day event and he gave updates regarding recent meeting on the open streets event, County facility art selection and with Climatech Energy.

Councilmember Soto agreed that there was a good turnout at the Indigenous Day event.

Mayor Ballin said she was invited to a climate summit awards luncheon in Chicago and she thanked everyone for staying for this meeting.

STAFF COMMUNICATION

City Manager Meyerhoff gave updates regarding various meetings and activities that he has participated with staff and several organizations.

ADJOURNMENT (7:10 P.M.)

Motion by Vice Mayor Lopez, seconded by Councilmember Soto, to adjourn the meeting. By consensus, the motion carried.

I do hereby certify that the foregoing is a true and correct copy of the minutes of October 16, 2017, meeting as approved by the San Fernando City Council.

Flora G. Chávoz CMC

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Alexander P. Meyerhoff, City Manager

By: Nick Kimball, Finance Director

Date: November 6, 2017

Subject: Consideration to Adopt a Resolution Approving the Warrant Register

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 17-111 (Attachment "A") approving the Warrant Register.

BACKGROUND:

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

The 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 has been reviewed for completeness and that sufficient funds are available for payment of the warrant register.

ATTACHMENT:

A. Resolution No. 17-111

FINANCE DEPARTMENT

117 MACNEIL STREET, SAN FERNANDO, CA 91340

(818) 898-7307

WWW.SFCITY.ORG

ATTACHMENT "A"

RESOLUTION NO. 17-111

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO ALLOWING AND APPROVING FOR PAYMENT DEMANDS PRESENTED ON DEMAND/ WARRANT REGISTER NO. 17-111

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 6th day of November, 2017.

ATTEST:	Sylvia Ballin, Mayor
Elena G. Chávez, City Clerk	<u> </u>
STATE OF CALIFORNIA COUNTY OF LOS ANGELES CITY OF SAN FERNANDO)) ss)
	at the foregoing Resolution was approved and adopted at a il held on the 6 th day of November, 2017, by the following
AYES:	
NOES:	
ABSENT:	
Elena G. Chávez, City Clerk	_

EXHIBIT "A"

vchlist		Voucher List	Page:	1
11/01/2017	4:41:05PM	CITY OF SAN FERNANDO		

Bank code :	bank3					
/oucher	Date	Vendor	Invoice	PO #	Description/Account	Amoun
207894	11/6/2017	892552 A & M CATERING, INC.	1524-DEP		CATERING DEP-SENIOR CLUB THANKS 004-2380 Total :	2,716.3° 2,716.3 °
207895	11/6/2017	892552 A & M CATERING, INC.	1524		FINAL PYMNT-SENIOR CLUB THANKSG 004-2380 Total :	2,716.3° 2,716.3 °
207896	11/6/2017	890104 ABBA TERMITE & PEST CONTROL	33521		BEEHIVE REMOVAL-LP PARK 043-390-0000-4330 Total :	95.00 95.0 0
207897	11/6/2017	100043 ABLE RIBBON TECHNOLOGY INC	186755		MICRO HP PRINTER CARTRIDGE 001-130-0000-4300 Total :	426.40 426.4 0
207898	11/6/2017	888356 ADVANCED AUTO REPAIR	1168 1172	11675 11675	VEHICLE REPAIRS AND BODY WORK-F 041-320-0225-4400 VEHICLE REPAIRS AND BODY WORK-F 041-320-0225-4400 Total :	1,623.1 125.4 1,748.6
207899	11/6/2017	891950 ALMANZA, ROBERTO	REIMB.		SENIOR CLUB REIMB OF ITEMS PURCI 004-2380 Total :	131.9 131.9
207900	11/6/2017	887695 AL'S KUBOTA TRACTOR	103260		BLADES & GUARDS-PK1165 041-320-0390-4400 Total :	83.8i
207901	11/6/2017	892646 ALVARADO, GLORIA	REIMB		SENIOR CLUB REIMB OF ITEMS PURCI 004-2380 Total :	55.67 55.6 7
207902	11/6/2017	102530 AT & T	818-270-2203		PD NETWORK LINE 001-222-0000-4220	100.3

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207902	11/6/2017	102530 102530 AT & T	(Continued)		Total:	100.31
207903	11/6/2017	889037 AT&T MOBILITY	287277903027X1008201		MODEM FOR ELECTRONIC MESSAGE	
					001-310-0000-4220	135.20
					Total :	135.20
207904	11/6/2017	889942 ATHENS SERVICES	4025478		STREET SWEEPER SERVICES-OCT 201	
				11639	001-343-0000-4260	2,299.59
				11639	011-311-0000-4260 Total :	12,249.71 14,549.30
					iotai .	14,549.30
207905	11/6/2017	891209 AUTONATION SSC	248523		VEHICLE MAINTENANCE AND REPAIRS	
				11669	041-320-0000-4400 Total :	505.81 505.81
					iotai .	505.61
207906	11/6/2017	101709 AV EQUIPMENT RENTAL INC.	155533.1.5		STOMPER REPAIR	
					041-320-0000-4320 Total :	893.21 893.21
					Iotai :	093.21
207907	11/6/2017	892426 BEARCOM	4625432		CREDIT	
			4626486		001-222-0000-4300 6FT USB CABLE	-83.41
			4020400		001-222-0000-4300	83.41
			4629861		COMPUTER MAINTENANCE CONTRAC	
				11614	001-135-0000-4260	6,964.42
					Total :	6,964.42
207908	11/6/2017	891301 BERNARDEZ, RENATE Z.	428		INTERPRETATION SERVICES CC MEET	
					001-101-0000-4270	250.00
			429		INTERPRETATION SERVICES CC MEET 001-101-0000-4270	250.00
					Total :	500.00
207909	11/6/2017	892013 BERNSTEIN, DIANA	OCT 2017		ART CLASS INSTRUCTOR 017-420-1343-4260	260.00
					017-420-1343-4260 Total :	260.00 260.00
						200.00
207910	11/6/2017	890838 BLUE TARP CREDIT SERVICES	38605875		POWER INVERTERS-PK4662	

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Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207910	11/6/2017	890838 BLUE TARP CREDIT SERVICES	(Continued)	<u>-</u>		
			,		016-310-3661-4500	459.98
					Total :	459.98
207911	11/6/2017	889345 BSN SPORTS INC	900636196		BASKETBALL NETS	
					001-423-0000-4300	36.99
					017-420-1334-4300	406.03
					Total :	443.02
207912	11/6/2017	888800 BUSINESS CARD	092117		BATTERY BACK UP	
					001-135-0000-4300	186.52
			092117		MEMBERSHIP DUES	100.02
					001-105-0000-4380	100.00
			092117		CONFERENCE REGISTRATION	
					001-105-0000-4370	350.00
			092117		REGISTRATION	
					001-105-0000-4370	45.00
			092217		RECRUITMENT ADVERTISING	
					001-106-0000-4230	175.00
			092217		RECRUITMENT ADVERTISING	
					001-106-0000-4230	175.00
			092217		RECRUITMENT ADVERTISING	
					001-106-0000-4230	175.00
			092217		RECRUITMENT ADVERTISING	
					001-106-0000-4230	75.00
			092317		CABLE SERVICE	
					001-420-0000-4260	201.59
			092317		TEMP SUBSCRIPTION	
					001-135-0000-4260	1,624.00
			092317		RECRUITMENT ADVERTISING	
					001-106-0000-4230	90.00
			092517		MEMBERSHIP DUES-K JONES	
					001-310-0000-4360	199.00
			092517		MEMBERSHIP DUES-M PADILLA	
					001-310-0000-4360	199.00
			092817		5K FLYER DISTRIBUTION BAGS	
					017-420-1395-4300	390.05

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amoui
207912	11/6/2017	888800 BUSINESS CARD	(Continued)			
			092817		LP SENIOR CLUB EVENT TICKETS	
					004-2380	212.9
			092817		PD CAR ANTENNA INSTALL	
					001-222-0000-4300	359.9
			092817		LEAF BLOWER	
					001-422-0000-4300	57.0
			092917		FINANCE CHARGES	
					001-190-0000-4435	167.4
			092917		DUGOUT BENCH FOR LP PARK	
					001-422-0000-4300	276.7
			100217		RECRUITMENT ADVERTISING	
					001-106-0000-4230	325.0
			100217		POST BOOST	
					001-105-0000-4270	14.0
			100417		SPECIAL CC MTG DINNER: 10/02/17	
					001-101-0000-4300	67.6
			100417		SPECIAL CC MTG DINNER: 10/02/17	
					001-101-0000-4300	15.4
			100517		TEMP SUBSCRIPTION REFUND	
					001-135-0000-4260	-1,624.0
			100617		PLANS/MAPS WEIGHTS	
					001-310-0000-4300	74.2
			100917		CONF LODGING	
					001-152-0000-4370	466.8
			101617		5K RACE BIBS	
					017-420-1395-4300	281.9
			101617		5K DECORATIONS	
					001-424-0000-4300	264.8
			101617		TRAINING MANUALS	
					001-370-0301-4300	277.4
			101717		CONF REGISTRATION	
					001-130-0000-4370	375.0
					Total :	5,597.7
207913	11/6/2017	888800 BUSINESS CARD	100517		KEYLESS ENTRY SYSTEM	
					001-222-0000-4320	814.8

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amoun
207913	11/6/2017	888800 BUSINESS CARD	(Continued) 100917 100917 101617		LODGING-SBSLI POST TRAINING IN 001-222-0000-4370 LODGING-LEADERSHIP & ACCOUNTAB 001-224-0000-4360 RGSTR-TRAINING COURSE	512.37 538.15
					001-222-0000-4360 Total :	525.00 2,390.3 2
207914	11/6/2017	892464 CANON FINANCIAL SERVICES, INC	17875760	11620	CANON COPIERS LEASE PAYMENT-OC 001-135-0000-4260 Total :	649.93 649.9 3
207915	11/6/2017	892465 CANON SOLUTIONS AMERICA, INC.	4023829772	11619	COPIER MONTHLY OVERAGES-07/01/1 001-135-0000-4260	1,340.31
			4023925611 4023994395	11619	COPIER MONTHLY RATES-10/01/17-12/: 001-135-0000-4260 PRINTER MAINT. & USAGE-07/05/17-10/	1,062.72
				11615	001-135-0000-4260 Total :	391.05 2,794.0 8
207916	11/6/2017	891860 CARL WARREN & COMPANY	10286		REIMB.OF ITF ACCT (LIABILITY CLAIMS 006-1037 Total :	350.00 350.0 0
207917	11/6/2017	888296 CHIEF SUPPLY CORPORATION	268554		UNIFORMS AND HOBBLES 001-222-0000-4300 Total :	285.37 285.3 7
207918	11/6/2017	101957 CITY OF LOS ANGELES	38SF180000003		FIRE SERVICES-OCT 2017 001-500-0000-4260 Total :	230,441.17 230,441.17
207919	11/6/2017	103029 CITY OF SAN FERNANDO	17573-17584		REIMB TO WORKERS COMP ACCT 006-1035 Total :	424.29 424.2 9
207920	11/6/2017	892480 CLEAN ENERGY	9r-c		CNG FUELING STATION IMPROVEMEN	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amoun
207920	11/6/2017	892480 CLEAN ENERGY	(Continued)			
				11552	010-310-3661-4600	9,003.60
				11552	010-320-3697-4600	2,250.90
					010-2037 Total :	-562.72 10,691.7 8
						,
207921	11/6/2017	100735 COASTAL AIR	C2951		A/C QUARTERLY MAINT-HERITAGE PAF	
					043-390-0000-4260	98.00
					Total :	98.00
207922	11/6/2017	892548 CONTRERAS, JESUS	091217		MUSIC-LP CLUB NOV DANCE	
					004-2380	1,100.00
					Total:	1,100.00
207923	11/6/2017	100805 COOPER HARDWARE INC.	107708		MISC SUPPLIES FOR PW OPERATIONS	
				11672	001-311-0000-4300	27.27
			107710		MISC SUPPLIES FOR PW OPERATIONS	
				11672	070-384-0301-4300	30.57
			107965	11672	MISC SUPPLIES FOR PW OPERATIONS 001-311-0000-4300	12.78
			107981	11072	MISC SUPPLIES FOR PW OPERATIONS	12.70
			107301	11672	070-383-0301-4300	25.98
					Total:	96.60
207924	11/6/2017	892687 CORE & MAIN LP	H823512		WATER METERS & FIRE SERVICE MAT	
207324	11/0/2017	092007 CORE & WAIN EF	11023312	11681	070-383-0301-4300	2.083.34
			H852341	11001	WATER METERS & FIRE SERVICE MAT	2,000.0-
				11681	070-383-0301-4300	3,204.38
			H875480		WATER METERS & FIRE SERVICE MAT	
				11681	070-383-0301-4300	203.41
			H911341	11001	WATER METERS & FIRE SERVICE MAT	299.52
				11681	070-383-0301-4300 Total :	5,790.65
						-,
207925	11/6/2017	101666 DE LAGE LANDEN FINANCIAL SERVS	56387681		OCT-LEASE PAYMENT VARIOUS COPIE	
				11587	001-135-0000-4260	1,051.80
				11587	072-360-0000-4290	73.35

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207925	11/6/2017	101666 DE LAGE LANDEN FINANCIAL SERVS	(Continued)			
				11587	070-381-0000-4290	73.3
					Total:	1,198.5
207926	11/6/2017	100960 DIEDIKER, VIRGINIA	REIMB.		REIMB-ITEMS PURCHASED FOR EVEN	
					001-424-0000-4300	138.3
					004-2359	114.8
			REIMB.		REIMBITEMS PURCHASED FOR EVEN	
					001-424-0000-4300	3.2
					Total :	256.5
207927	11/6/2017	100989 DOOLEY ENTERPRISES INC.	54457		AMMUNITION	
				11625	001-222-0000-4300	3.340.2
					Total :	3,340.2
07928	11/6/2017	890879 EUROFINS EATON ANALYTICAL, INC	L0339791		WATER ANALYSIS FOLDERS	
					070-384-0000-4260	164.
			L0347205		WATER ANALYSIS FOLDERS	
					070-384-0000-4260	139.
			L0347208		WATER ANALYSIS FOLDERS	
					070-384-0000-4260	139.
			L0347537		WATER ANALYSIS FOLDERS	
					070-384-0000-4260	139.
			L0348181		WATER ANALYSIS FOLDERS	
					070-384-0000-4260	164.
			L0348270		WATER ANALYSIS FOLDERS	
					070-384-0000-4260	139.
			L0348274		WATER ANALYSIS FOLDERS	
					070-384-0000-4260	164.
			L0348278		WATER ANALYSIS FOLDERS	
					070-384-0000-4260	139.
			L0348951		WATER ANALYSIS FOLDERS	
					070-384-0000-4260	139.
			L0349572		WATER ANALYSIS FOLDERS	
					070-384-0000-4260	139.
			L0350753		WATER ANALYSIS FOLDERS	400
					070-384-0000-4260	139.6

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207928	11/6/2017	890879	890879 EUROFINS EATON ANALYTICAL	INC	(Continued)		Total :	1,608.8
207929	11/6/2017	101114	EXCEL PAVING COMPANY	3-24807		11657	EMERGENCY SEWER MAIN REPLALLE 072-365-0000-4600 072-2037 Total :	244,750.00 -12,237.50 232,512.5 0
207930	11/6/2017	890377	F & F SIGNS	0165			DECAL-PD4994 041-320-0225-4400 Total :	801.17 801.1 7
207931	11/6/2017	890981	FAJARDO, JOEL	REIMB.			WELLNESS BENEFIT REIMB. FY17/18 001-101-0103-4140 PARKING REIMB-LEAGUE OF CALIF CI'	40.00
				REIMB.			001-101-0103-4370 TRANSPORTATION REIMB-LEAGUE OF 001-101-0103-4370	128.00
				REIMB.			TRANSPORTATION REIMB-LEAGUE OF 001-101-0103-4370 TRANSPORTATION REIMB-LEAGUE OF	17.17
							001-101-0103-4370 Total :	5.8° 208.9 °
207932	11/6/2017	101147	FEDEX	5-952-46	3756		COURIER SERVICE 001-190-0000-4280	97.79
				5-960-14	4161		COURIER SERVICE 001-190-0000-4280	19.84
				5-967-0	3719		COURIER SERVICE 001-190-0000-4280	57.63
							Total :	175.20
207933	11/6/2017	892198	FRONTIER COMMUNICATIONS		-5145-010598 -5250-081292		PAC 50 TO SHERIFFS 001-222-0000-4220 RADIO REPEATER-PD	557.7
					-4941-102990		001-222-0000-4220 POLICE PAGING 001-222-0000-4220	45.70 41.59

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207933	11/6/2017	892198 FRONTIER COMMUNICATIONS	(Continued)			
			209-151-4942-041191		CITY YARD AUTO DIALER	
					070-384-0000-4220	45.70
			209-151-4943-081292		RADIO REPEATER-PD	
					001-222-0000-4220	45.70
			818-361-0901-051499		SEWER FLOW MONITORING	
					072-360-0000-4220	49.88
			818-361-2385-012309		MTA & CREDIT CARD PHONE LINE	
					007-440-0441-4220	102.44
					001-190-0000-4220	51.22
			818-361-2472-031415		PW PHONE LINE	
					070-384-0000-4220	319.09
			818-361-3958-091407		CNG STATION	
					074-320-0000-4220	47.20
			818-361-7825-120512		RUDY ORTEGA PARK-IRRIGATION	
					001-420-0000-4220	51.22
			818-831-5002-052096		PD SPECIAL ACTIVITIES PHONE LINE	
					001-222-0000-4220	52.03
			818-837-2296-031315		VARIOUS CITY HALL PHONE LINES	
					001-190-0000-4220	314.83
			818-837-7174-052096		PD SPECIAL ACTIVITIES PHONE LINE	
					001-222-0000-4220	24.19
			818-838-1841-112596		ENGINEERING FAX MODEM	
					001-310-0000-4220	24.93
			818-898-7385-033105		LP FAX LINE	
					001-420-0000-4220	28.02
					Total	1,801.45
207934	11/6/2017	891664 GOLDEN TOUCH CLEANING, INC	64431		SEPT-JANITORIAL SERVICES CONTRA	1
				11608	043-390-0000-4260	12,845.50
					Total	12,845.50
207935	11/6/2017	892550 GOVEA, DAVID	OCT 2017		COMMISSIONER'S STIPEND	
					001-115-0000-4111	50.00
					Total	
207936	11/6/2017	101376 GRAINGER, INC.	9574259736		SUPPLIES FOR BLDG AND LANDSCAP	I

Description/Account 043-390-0000-4300	PO #			hI-0	
	PO #			bank3	Bank code :
043-390-0000-4300		Invoice	Vendor	Date	Voucher
043-390-0000-4300		(Continued)	101376 GRAINGER, INC.	11/6/2017	207936
	11658				
SUPPLIES FOR BLDG AND LANDSCAP!		9577236715			
043-390-0000-4300	11658				
SUPPLIES FOR BLDG AND LANDSCAP!		9577661110			
043-390-0000-4300	11658				
SUPPLIES FOR BLDG AND LANDSCAP!		9577661128			
043-390-0000-4300	11658				
LOCKER ROOM LOCKS		9583130100			
001-222-0000-4320					
Total :					
AUG-BUSINESS LICENSE ADMIN SERV		0011504-IN	888647 HDL SOFTWARE, LLC	11/6/2017	207937
001-130-0000-4260	11634				
Total:					
FAP-NOV 2017		171825	890594 HEALTH AND HUMAN RESOURCE	11/6/2017	207938
		17952	888309 HI 2 LO VOLTAGE WIRING CO, INC	11/6/2017	207939
Total:					
BARRICADES		65265	102307 HI WAY SAFETY RENTALS, INC.	11/6/2017	207940
070-383-0000-4310					
Total :					
POSTE TRAFFIC SIGNAL & WORK 70N		1788	101503 LM S A	11/6/2017	207941
		1700	101353 1.W.S.A.	11/0/2017	207341
Total .					
VARIOUS COPIER MAINT CONTRACT 0		149046	101599 IMAGE 2000 CORPORATION	11/6/2017	207942
001-135-0000-4260					
072-360-0000-4450					
001-135-0000-4260					
ADMIN COPIER TONERS-SHIPPING CO		152178			
Total: SERV Total: Total: Total: K ZON Total:	SUPPLIES FOR BLDG AND LAND: 043-390-0000-4300 LOCKER ROOM LOCKS 001-222-0000-4320 AUG-BUSINESS LICENSE ADMIN 001-130-0000-4260 EAP-NOV 2017 001-106-0000-4260 MONITORING - 10/01/17-12/31/17 001-222-0000-4260 BARRICADES 070-383-0000-4310 RGSTR-TRAFFIC SIGNAL & WOR: 001-371-0000-4360 VARIOUS COPIER MAINT CONTR 001-135-0000-4260 072-360-0000-4260 072-360-0000-4260 071-135-0000-4260 071-135-0000-4260 071-135-0000-4260 071-135-0000-4260	SUPPLIES FOR BLDG AND LAND: 043-390-0000-4300 LOCKER ROOM LOCKS 001-222-0000-4320 AUG-BUSINESS LICENSE ADMIN 11634 AUG-BUSINESS LICENSE ADMIN 001-130-0000-4260 EAP-NOV 2017 001-106-0000-4260 MONITORING - 10/01/17-12/31/17 001-222-0000-4260 BARRICADES 070-383-0000-4310 RGSTR-TRAFFIC SIGNAL & WOR: 001-371-0000-4360 VARIOUS COPIER MAINT CONTR 001-135-0000-4260 072-360-0000-4450 001-135-0000-4450 001-135-0000-4460	9577661128	9577661128 SUPPLIES FOR BLDG AND LANDS 043-390-0000-4390 043-390-0000-4300 043-390-0000-4300 043-390-0000-4300 043-390-0000-4300 043-390-0000-4300 043-390-0000-4300 043-390-0000-4300 001-222-0000-4320 001-222-0000-4320 001-222-0000-4320 001-222-0000-4320 001-30-0000-4260 001-30-00000-4260 001-30-0000-4260 001-30-0000-4260 001-30-0000-4260 001-3	9577661128 SUPPLIES FOR BLDG AND LANDS 043-390-0000-4390 043-390-0000-4390 043-390-0000-4390 043-390-0000-4390 043-390-0000-4390 043-390-0000-4390 043-390-0000-4390 043-390-0000-4390 071-222-0000-4320 071-3860-0000-4320 071-3860-0000-4320 071-3860-0000-4320 071-3860-0000-4320 071-3860-0000-4320 071-3860-0000-4320 071-380-00000-4320 071-380-0000-4320 071-380-0000-4320 071-380-0000-4320 07

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207942	11/6/2017	101599 IMAGE 2000 CORPORATION	(Continued)			
					001-190-0000-4300	21.0
					Total :	863.0
207943	11/6/2017	891570 INNOVATIVE TELECOM. SYSTEMS	2187		INSTALL & PROGRAM NEW PHONE-PD	
					001-190-0000-4280	115.0
					001-190-0000-4300	207.5
					Total :	322.5
207944	11/6/2017	887346 INTERMOUNTAIN LOCK &	1804225		PADLOCKS	
					070-384-0000-4300	424.5
					Total :	424.5
207945	11/6/2017	101647 INTERSTATE BATTERY	30073964		BATTERIES FOR FLEET	
201040	11/0/2017	101047 INTEROTATE BATTER	30073304		041-1215	395.7
					Total :	395.7
007040	44/0/0047	access and another than	00045		A MONTH PARKING METER PARKING R	
207946	11/6/2017	892682 IPS GROUP, INC.	28245	11665	3 MONTH PARKING METER PARKING P 001-222-0000-4260	274.5
				11005	Total :	274.5
207947	11/6/2017	891777 IRRIGATION EXPRESS	15097629-00		MISC. IRRIGATION SUPPLIES FOR REF	
			45000000 00	11659	043-390-0000-4300	9.0
			15098060-00	11659	MISC. IRRIGATION SUPPLIES FOR REF 043-390-0000-4300	80.9
			15099270-00	11039	MISC. IRRIGATION SUPPLIES FOR REF	60.9
			10000210-00	11659	043-390-0000-4300	29.7
					Total :	119.7
207948	11/6/2017	887952 J. Z. LAWNMOWER SHOP	18916		SMALL EQUIPMENT REPAIR	
207040	11/0/2017	007002 U. Z. DAWINIOWER OFFO	10310	11690	043-390-0000-4300	40.0
			18917	11000	SMALL EQUIPMENT REPAIR	40.0
			.==	11690	043-390-0000-4300	44.2
			18918		SMALL EQUIPMENT REPAIR	
				11690	043-390-0000-4300	32.0
			18919		CHAINSAW REPAIR	
					001-346-0000-4300	231.5

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207948	11/6/2017	887952	887952 J. Z. LAWNMOWER SHOP	(Continued)		Total:		347.73
207949	11/6/2017	888437	JL & SON WELDING SHOP	535735		WELDING-WELL7A TRANSFER SWITCH 070-385-0857-4600 Total :		950.00 950.00
207950	11/6/2017	101713	JOBS AVAILABLE INC.	1722029		ADVERTISEMENT FOR VARIOUS POSIT 001-106-0000-4230 Total :		1,014.00 1,014.00
207951	11/6/2017	892614	JWA URBAN CONSULTANTS, INC	2017-7	11598	OCT-PROFESSIONAL SERVICES COMN 001-150-0000-4270 Total :		9,125.00 9,125.00
207952	11/6/2017	101990	L.A. COUNTY METROPOLITAN	101216		TAP CARDS-SEPT 2017 007-440-0441-4260 Total :		1,141.00 1,141.00
207953	11/6/2017	102007	L.A. COUNTY SHERIFFS DEPT.	180939LA		INMATE MEAL PROGRAM-SEPT 001-225-0000-4350 Total :		1,015.21 1,015.21
207954	11/6/2017	101971	L.A. MUNICIPAL SERVICES	494-750-1000		WATER-12900 DRONFIELD 070-384-0000-4210		144.08
				500-750-1000		ELECTRIC-13655 FOOTHILL 070-384-0000-4210		158.06
				694-750-1000		ELECTRIC-13180 DRONFIELD 070-384-0000-4210		73.75
				694-750-1000		WATER/ELECTRIC-13180 DRONFIELD 070-384-0000-4210		87.52
				757-750-1000		WATER-14060 SAYRE 070-384-0000-4210 Total :		137.46 600.87
207955	11/6/2017	101852	LARRY & JOE'S PLUMBING	2025631-0001-02		MISC SUPPLIES 043-390-0000-4300		6.72
				2029150-0001-02		MISC SUPPLIES 070-383-0301-4300		119.96

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207955	11/6/2017	101852	(Continued)		Total :	126.68
207956	11/6/2017	101872 LEAGUE OF CALIFORNIA CITIES	3547		RGSTR-MONTHLY DIVISION MEETING- 001-101-0103-4370	50.00
					Total :	50.00
207957	11/6/2017	101974 LOS ANGELES COUNTY	SEPT 2017	11597	ANIMAL CARE & CONTROL SERVICES- 001-190-0000-4260	4,672.15
					Total :	4,672.15
207958	11/6/2017	102003 LOS ANGELES COUNTY	RE-PW-17101002300	11654	INDUSTRIAL WASTE CHARGES-SEPT 072-360-0000-4450	3,769.70
					Total :	3,769.70
207959	11/6/2017	892251 LOS ANGELES TRUCK CENTERS LLC	IN73764		LIGHTING FOR CNG TRUCK PK4626	
				11691	016-310-3661-4500 Total :	1,686.03 1,686.03
207960	11/6/2017	888468 MAJOR METROPOLITAN SECURITY	1084824		ADDITIONAL 600 FT. OF SECURITY BE/	
			1084825	11660	043-390-0000-4260 ALARM MONITORING ALL FAC-NOV 20°	15.00
			1084826	11660	043-390-0000-4260 ALARM MONITORING ALL FAC-NOV 20'	15.00
			1084827	11660	043-390-0000-4260 ALARM MONITORING ALL FAC-NOV 20'	25.00
			1084828	11660	043-390-0000-4260 ALARM MONITORING ALL FAC-NOV 20'	15.00
			1084829	11660	043-390-0000-4260 ALARM MONITORING ALL FAC-NOV 20'	15.00
			1084830	11660	043-390-0000-4260 ALARM MONITORING ALL FAC-NOV 20'	15.00
			1084831	11660	043-390-0000-4260 ALARM MONITORING ALL FAC-NOV 20	15.00
			1084832	11660	043-390-0000-4260 ALARM MONITORING ALL FAC-NOV 20'	15.00
			1084833	11660	043-390-0000-4260 ALARM MONITORING ALL FAC-NOV 20	15.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207960	11/6/2017	888468 MAJOR METROPOLITAN SECURITY	(Continued)			
				11660	043-390-0000-4260	15.00
			1084834		ALARM MONITORING ALL FAC-NOV 20'	
				11660	043-390-0000-4260	15.00
			1084835		ALARM MONITORING ALL FAC-NOV 20'	
			1001000	11660	043-390-0000-4260	23.00
			1084836	11660	ALARM MONITORING ALL FAC-NOV 20' 043-390-0000-4260	23.00
			1084837	11000	ALARM MONITORING ALL FAC-NOV 20'	23.00
			1004007	11660	043-390-0000-4260	23.00
			1084838	11000	ALARM MONITORING ALL FAC-NOV 20'	20.00
				11660	043-390-0000-4260	23.00
					Total :	267.00
207961	11/6/2017	888242 MCI COMM SERVICE	7DL39365		ALARM LINE-1100 PICO	
20,00.	117072017	OGE IZ MOI OCHMI OCIVIOC	12200000		001-420-0000-4220	32.98
					Total:	32.98
	44/0/0047	ACCOUNT MENDOZA DODA	0000000 000		OF NOR TRIP PER IND	
207962	11/6/2017	892705 MENDOZA, DORA	2000036.003		SENIOR TRIP REFUND	45.00
					004-2383 Total :	15.00 15.00
					Total .	15.00
207963	11/6/2017	891329 MIKE'S TIRE MAN INC	0097082		TIRES FOR FLEET	
				11683	041-1215	1,592.52
					Total :	1,592.52
207964	11/6/2017	102226 MISSION LINEN SUPPLY	505893596		LAUNDRY	
					001-225-0000-4350	99.09
			505914679		LAUNDRY	
					001-225-0000-4350	90.55
			505932903		LAUNDRY	
					001-225-0000-4350	118.83
			505960431		LAUNDRY	
					001-225-0000-4350	103.15
			505979041		LAUNDRY	96.91
			506009282		001-225-0000-4350 LAUNDRY	90.91
			000000202		DONDIN	

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207964 11/6 207965 11/6 207966 11/6 207967 11/6 207968 11/6	ank3						
207965 11/6. 207966 11/6. 207967 11/6. 207968 11/6	Date	Vendor	Invoice	PO #	Description/Account		Amount
207966 11/6. 207967 11/6. 207968 11/6.	/6/2017	102226 MISSION LINEN SUPPLY	(Continued)				
207966 11/6. 207967 11/6. 207968 11/6.					001-225-0000-4350		77.41
207966 11/6. 207967 11/6. 207968 11/6.					Tota	al:	585.94
207967 11/6. 207968 11/6.	/6/2017	102325 NAPA AUTO PARTS	5478-945460		ANTI-SEIZE LUBRICANT & POCKET F	EI	
207967 11/6. 207968 11/6.					041-320-0000-4320		20.06
207967 11/6. 207968 11/6.					Total	al:	20.06
207967 11/6. 207968 11/6.	/6/2017	889457 NATIONAL METER & AUTOMATION	S1089748.001		WATER METER FOR 15-YR REPLACE	M	
207968 11/6				11661	070-385-0700-4600		24,000.00
207968 11/6					070-383-0301-4300		112.00
207968 11/6					Tot	al:	24,112.00
	/6/2017	892495 NORMAN A. TRAUB ASSOCIATES	16193.2		INTERNAL AFFAIR INVESTIGATIONS		
				11696	001-112-0000-4270		5,544.54
					Tot	al:	5,544.54
207969 11/6	/6/2017	102410 NORTHRIDGE HOSPITAL MEDICAL	30151045256		SART EXAM		
207969 11/6					001-224-0000-4270		730.00
207969 11/6					Tot	al:	730.00
	/6/2017	102423 OCCU-MED, INC.	0917901		PRE-EMPLOYMENT PHYSICALS		
					001-106-0000-4270		146.00
					Tota	al:	146.00
207970 11/6	/6/2017	102432 OFFICE DEPOT	2117879772		OFFICE SUPPLIES		
					001-222-0000-4300		83.64
			2117879816		OFFICE SUPPLIES		
					001-420-0000-4300		181.91
			966566963001		OFFICE SUPPLIES 001-105-0000-4300		32.15
			966567010001		OFFICE SUPPLIES		32.13
					001-105-0000-4300		36.54
			967285245001		OFFICE SUPPLIES		
					001-310-0000-4300		72.41
			967285302001		OFFICE SUPPLIES 001-310-0000-4300		13.04
					001-310-0000-4300		13.04
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	A	Mount
207970	11/6/2017	102432 OFFICE DEPOT	(Continued)				
			967518869001		OFFICE SUPPLIES		
			007510005001		001-222-0000-4300		152.20
			967519025001		OFFICE SUPPLIES 001-222-0000-4300		17.54
			969481297001		OFFICE SUPPLIES (COPY PAPER)		11.01
					043-390-0000-4300		100.00
					070-381-0000-4300		100.00
					070-383-0000-4300		122.36
			970138505001		070-384-0000-4300 OFFICE SUPPLIES		100.00
			370130303001		070-383-0000-4300		106.30
					Total :	1,	,118.09
207971	11/6/2017	890095 O'REILLY AUTOMOTIVE STORES INC	4605-260956		VEHICLE MAINTENANCE & REPAIRS		
				11666	041-1215		51.69
			4605-260957		VEHICLE MAINTENANCE & REPAIRS-PI		
				11666	041-320-0000-4400	:	250.73
			4605-261080	11666	VEHICLE MAINTENANCE & REPAIRS-PI 041-320-0000-4400		38.49
			4605-261126	11000	VEHICLE MAINTENANCE & REPAIRS-M		00.40
				11666	041-320-0000-4400	4	480.66
					Total :		821.57
207972	11/6/2017	891902 P.F. SERVICES INC.	13982		CNG STATION REPAIRS		
				11692	074-320-0000-4400		,834.49
					Total :	1,	,834.49
207973	11/6/2017	102506 PANTOJA, DANITZA	OCT 2017		COMMISSIONER'S STIPEND		
					001-115-0000-4111		50.00
					Total :		50.00
207974	11/6/2017	892360 PARKING COMPANY OF AMERICA	INVM0011498		SEPT-TRANSIT SERVICES - DIAL A RIDI		
				11643	007-313-0000-4260		,556.53
				11643	007-440-0442-4260		,277.78
					Total :	42,	,834.31

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207975	11/6/2017	102738 QUINTERO ESCAMILLA, VIOLETA	REPLACE 200883		REPL STALE DATED CK#200883-SENIO 017-2140 Total :	300.00 300.00
207976	11/6/2017	891881 REMENIH, MICHAEL	OCT 2017		COMMISSIONER'S STIPEND 001-115-0000-4111	50.00 50.00
207977	11/6/2017	891912 REPUBLIC SERVICES #902	FY2015/2016		LIEN ASSESSMENT PAYMENT 001-2288	51,619.34 51,619.34
207978	11/6/2017	102666 ROADRUNNER PREFERRED	549-216		COURIER SERVICE 001-222-0000-4260 Total :	206.00 206.00
207979	11/6/2017	887296 ROBLEDO, OLIVIA	OCT 2017		COMMISSIONER'S STIPEND 001-115-0000-4111 Total :	50.00 50.00
207980	11/6/2017	102930 ROYAL WHOLESALE ELECTRIC	859304	11688	STREET LIGHTING, PARKING LOT EQU 001-370-0301-4300 Total :	9.29 9.29
207981	11/6/2017	892703 S & J SUPPLY CO. INC	S100099511.001		METER BOX SUPPLIES 070-383-0301-4300 Total :	756.25 756.25
207982	11/6/2017	103010 SAM'S CLUB DIRECT, #0402814188546	4876 4888		BREAK ROOM SUPPLIES 001-222-0000-4300 MISC SUPPLIES 001-424-0000-4300	230.91 118.42
207983	11/6/2017	887575 SAN FERNANDO EXPLORER POST 521	REIMB.		017-420-1395-4300 Total: REIMB FOR HALLOWEEN EVENTS	190.26 539.59
					001-226-0230-4430	896.90

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Voucher	Date	Vendor		Invoice		PO #	Description/Account	Amoun
207983	11/6/2017	887575	887575 SAN FERNANDO EXPLORE	R POST 521	(Continued)		Total :	896.90
207984	11/6/2017	891253 S	AN FERNANDO SMOG TEST ONLY	6126			SMOG TEST-ME4957	
							041-320-0320-4400	50.00
				6162			SMOG TEST-PW1657	
							041-320-0370-4400	50.00
				6163			SMOG TEST-PD8399	
							041-320-0226-4400	50.00
				6164			SMOG TEST-PD2249	
							041-320-0225-4400	50.00
				6165			SMOG TEST-PW6835	
							041-320-0311-4400	50.00
				6166			SMOG TEST-PW2115	
							041-320-0370-4400	50.00
				6170			SMOG TEST-PK3325	
							041-320-0390-4400	50.00
				6171			SMOG TEST-PD4985	
							041-320-0225-4400	50.00
				6172			SMOG TEST-PK0935	
							041-320-0390-4400	50.00
				6173			SMOG TEST-PD5563	
							041-320-0225-4400	50.00
				6174			SMOG TEST-PD8863	
							041-320-0225-4400	50.00
				6177			SMOG TEST-WA4573	
							070-383-0000-4400	50.00
				6193			SMOG TEST-PD4539	
							041-320-0000-4400	50.00
							Total :	650.00
207985	11/6/2017	103057 S.	AN FERNANDO VALLEY SUN	9985			LEGAL PUBLICATION-NIB ANNUAL STR	
							008-311-0560-4600	556.26
				9995			ADVERTISEMENT FOR MULTIPLE POSI	
							001-106-0000-4230	277.59
							Total :	833.8
207986	11/6/2017	103064 S	AN GABRIEL VALLEY CITY	FY17/18			ANNUAL MEMBERSHIP-JULY 2017-JUN	

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207986	11/6/2017	103064 SAN GABRIEL VALLEY CITY	(Continued)	<u> </u>		
					001-105-0000-4380	55.00
					Total :	55.00
207987	11/6/2017	891064 SIEMENS INDUSTRY INC	5610068118		ON CALL TRAFFIC SIGNAL MAINTENAN	
				11624	001-190-0000-4300	2.965.00
			5620014872	11021	ON CALL TRAFFIC SIGNAL MAINTENAN	2,000.00
				11624	001-371-0301-4300	2.455.20
			5620015184		ON CALL TRAFFIC SIGNAL MAINTENAN	,
				11624	001-371-0301-4300	232.50
			5620017042		ON CALL TRAFFIC SIGNAL MAINTENAN	
				11624	001-371-0301-4300	232.50
					Total :	5,885.20
207988	11/6/2017	103184 SMART & FINAL	056436		MISC SUPPLIES	
					001-424-0000-4300	11.99
			39823		MISC SUPPLIES	
					001-424-0000-4300	51.96
			40252		MISC SUPPLIES FOR INMATE MEALS	
					001-225-0000-4350	22.49
			40743		BREAK ROOM SUPPLIES	
					070-383-0000-4300	61.37
			51236		ENP COFFEE SUPPLIES & TBC REFRE	
					004-2346	134.86
			53927		HALLOWEEN CANDY	
			54040		001-222-0000-4300	65.96
			54246		SENIOR CLUB REFRESHMENTS 004-2380	101.01
			54247		MISC SUPPLIES	164.34
			34247		001-420-0000-4300	41.72
					Total :	554.69
207000	11/0/2017	400040 COLIO MADOADITA	10.00		DETTY OAGU DEIMBURGEMENT	
207989	11/0/2017	103218 SOLIS, MARGARITA	12-23		PETTY CASH REIMBURSEMENT	00.50
					001-105-0000-4360	20.50
					001-105-0000-4370	40.00 34.29
					001-150-3673-4270 001-190-0000-4280	34.29 32.15
					001-100-0000-4200	52.15

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207989	11/6/2017	103218 SOLIS, MARGARITA	(Continued)			
					001-222-0000-4300	21.75
					001-225-0000-4350	5.38
					001-371-0000-4360	103.98
					041-320-0311-4400	50.00
					043-390-0000-4360	32.21
					Total :	340.26
207990	11/6/2017	892367 SOLIS, MARGARITA	OCT 2017		L P SENIOR PETTY CASH REIMB.	
					004-2380	32.49
					Total :	32.49
					E. E	
207991	11/6/2017	103202 SOUTHERN CALIFORNIA EDISON CO.	2-02-682-6982		ELECTRIC-910 FIRST	
					043-390-0000-4210	8,042.74
			2-21-082-3241		ELECTRIC-VARIOUS LOCATIONS	
					027-344-0000-4210	29,520.55
					029-335-0000-4210	1,822.25
					074-320-0000-4210	1,865.96
					070-384-0000-4210	485.48
					043-390-0000-4210	16,549.31
			2-33-746-5215		ELECTRIC-190 PARK	
			0.00.004.0504		027-344-0000-4210	539.97
			2-39-084-2581		ELECTRIC-1117 2ND 043-390-0000-4210	00.04
			0.00.747.0700		043-390-0000-4210 ELECTRIC-801 EIGHTH	26.21
			2-39-717-6769		043-390-0000-4210	27.49
					043-390-0000-4210	58,879.96
					iotai .	30,073.30
207992	11/6/2017	103206 SOUTHERN CALIFORNIA GAS CO.	176-827-9753-9		NATURAL GAS FOR CNG STATION	
					074-320-0000-4402	2,405.52
					Total :	2,405.52
207993	11/6/2017	890353 SOUTHERN CALIFORNIA GAS CO.	91095168		GAS METER REPAIR-606 HOLLISTER	
					070-383-0000-4260	728.54
					Total :	728.54
207994	11/6/2017	890834 SPARKLING IMAGE CORP	77068		CAR WASHES-SEPT 2017	

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207994	11/6/2017	890834 SPARKLING IMAGE CORP	(Continued)		001-222-0000-4320	al:	149.00 149.00
207995	11/6/2017	103251 STANLEY PEST CONTROL	974531 983660		PEST CONTROL-PD 043-390-0000-4260 PEST CONTROL-PD 043-390-0000-4260	al:	94.00 94.00 188.00
207996	11/6/2017	889149 STAPLES BUSINESS ADVANTAGE	8046932927		BREAK ROOM SUPPLIES 001-190-0000-4300	al:	383.94 383.94
207997	11/6/2017	100532 STATE OF CALIFORNIA, DEPARTMENT	T OF JU! 258656		LIVESCAN FINGERPRINTS-SEPT 201 001-222-0000-4270 004-2386 Tot		330.00 2,592.00 2,922.00
207998	11/6/2017	103090 SUSAN SAXE-CLIFFORD, Ph.D.	17-1012-1		POST SHOOTING CONSULTATIONS 001-222-0000-4260	al :	900.00 900.00
207999	11/6/2017	888946 TEKWERKS	19147	11592	WEBSITE HOSTING & MAINT-NOV 20 001-135-0000-4260		800.00 800.00
208000	11/6/2017	103205 THE GAS COMPANY	042-320-6900-7 084-220-3249-3		GAS - 910 FIRST 043-390-0000-4210 GAS-505 S HUNTINGTON	ai .	86.10
			088-520-6400-8		043-390-0000-4210 GAS - 117 MACNEIL		29.14
			090-620-6400-2		043-390-0000-4210 GAS-120 MACNEIL 070-381-0000-4210 072-360-0000-4210		2.49 2.49
					043-390-0000-4210	Page:	4.97

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208000	11/6/2017	103205 THE GAS COMPANY	(Continued) 143-287-8131-6		GAS-208 PARK 043-390-0000-4210 Total :		50.9 222.2
208001	11/6/2017	101528 THE HOME DEPOT CRC, ACCT#603532202490	2032553		HANDHELD SPRAYERS 070-383-0301-4300 MISC SUPPLIES		16.1
			4062264		070-383-0301-4300 MATL'S FOR NEW SECURITY LIGHTING 043-390-0000-4300		175.6 203.4
			4062265 7061852		MATL'S FOR INSECT CONTROL-ALL PA 043-390-0000-4300 MATL'S FOR NEW SECURITY LIGHTING		32.1
			7001632		043-390-0000-4300 Total :		106.2 533.6
208002	11/6/2017	890833 THOMSON REUTERS	836898968		DET. INVESTIGATIVE TOOLS SUPPORT 001-135-0000-4260		182.9
208003	11/6/2017	103903 TIME WARNER CABLE	0010369101017		Total : PD CABLE-10/18/17-11/17/17		182.9
			0028882100517		001-222-0000-4260 LP CABLE-10/13/17-11/12/17 001-420-0000-4260		184.2
			0196309101317		INTERNET SERVICES 10/23-11/22 001-190-0000-4220 Total :	,	299.0
208004	11/6/2017	887568 TRANS TECH	11673	11693	VEHICLE MAINTENANCE AND REPAIRS 041-320-0390-4400		, 713.3 1
				11093	Total:		,826.80
208005	11/6/2017	103413 TRANS UNION LLC	09706706		CREDIT CHECKS 001-222-0000-4260 Total :		60.00

vchlist 11/01/2017	4:41:05PI	м	Voucher Lis CITY OF SAN FERN		1	Page: 23
Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amoun
208006	11/6/2017	892258 UNIFORM & ACCESSORIES	619627		PD UNIFORM	
					001-222-0000-4300	830.6
					Total :	830.6
208007	11/6/2017	888241 UNITED SITE SERVICES OF CA INC	114-5859205		PORTABLE TOILET RENTAL-12900 DRC	
					070-384-0000-4260	136.9
			114-5869857		PORTABLE TOILET RENTAL-REC PARK	
					001-420-0000-4260	165.04
					Total :	302.03
208008	11/6/2017	103439 UPS	831954407		COURIER SERVICE	
					001-190-0000-4280	140.6
					Total :	140.6
208009	11/6/2017	103534 VALLEY LOCKSMITH	4764		LOCKSMITH SERVICES FOR ALL FACIL	
				11689	043-390-0000-4330	100.00
			4765		LOCKSMITH SERVICES FOR ALL FACIL	
				11689	043-390-0000-4330	204.02
			4766		LOCKSMITH SERVICES FOR ALL FACIL	
				11689	043-390-0000-4330	202.5
			4767		LOCKSMITH SERVICES FOR ALL FACIL	
				11689	043-390-0000-4330	75.00
			4769		LOCKSMITH SERVICES FOR ALL FACIL	
				11689	043-390-0000-4330	390.17
			4770		LOCKSMITH SERVICES FOR ALL FACIL	
				11689	043-390-0000-4330	126.17
			4771		LOCKSMITH SERVICES FOR ALL FACIL	
				11689	043-390-0000-4330 Total:	141.17 1,239.09
						.,
208010	11/6/2017	889644 VERIZON BUSINESS	7935102		CITY HALL LONG DISTANCE	
					001-190-0000-4220	49.88
			7935103		CITY YARD LONG DISTANCE	44.0
			7005404		070-384-0000-4220	14.97
			7935104		CITY HALL LONG DISTANCE 001-190-0000-4220	24.95
			7935105		POLICE LONG DISTANCE	24.93
			1 833 103		I OLICE LONG DISTANCE	
						Page: 20

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Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amoun
208010	11/6/2017	889644 VERIZON BUSINESS	(Continued)				
			7935106		001-222-0000-4220 CITY YARD LONG DISTANCE 070-384-0000-4220		112.01
			7935107		PARKS LONG DISTANCE 001-420-0000-4220		15.40
			7935645		CITY YARD LONG DISTANCE 070-384-0000-4220		5.03
			7935656		CITY HALL LONG DISTANCE 001-190-0000-4220 Total :		60.50 292.7 2
208011	11/6/2017	892081 VERIZON BUSINESS SERVICES	70591204		MPLS PORT ACCESS & ROUTER FOR F		
200011	11/0/2017	692061 VERIZUN BUSINESS SERVICES	70091204		001-222-0000-4220 Total :		1,041.58 1,041.5 8
208012	11/6/2017	889627 VERIZON CONFERENCING	Z6167782		CONFERENCE CALLS-SEPT 2017		
					001-190-0000-4220		2.36
					Total :		2.36
208013	11/6/2017	100101 VERIZON WIRELESS-LA	9794214603		VARIOUS CELL PHONE PLANS 001-105-0000-4220 072-360-0000-4220 001-101-0109-4220 001-101-0111-4220 001-101-0107-4220 001-101-0103-4220		0.44 60.83 32.20 33.25 33.21
					Total :		113.80
208014	11/6/2017	888390 WEST COAST ARBORISTS, INC.	130486	11613	ANNUAL CITY TREE TRIMMING CONTR 011-311-0000-4260 Total :	3	39,488.00 39,488.0 0
208015	11/6/2017	888442 WESTERN EXTERMINATOR COMPANY	5497096		PEST CONTROL-LP PARK		
			5497097		043-390-0000-4260 PEST CONTROL-REC PARK		54.50
					043-390-0000-4260		79.00

2 WESTERN EXTERMINATOR COMPANY 4 WHENTOWORK, INC.	Invoice (Continued) 5497098 5497099	PO #	Description/Account PEST CONTROL-CITY HALL 043-390-0000-4260 PEST CONTROL-RUDY ORTEGA PARK	Amoun
2 WESTERN EXTERMINATOR COMPANY	(Continued) 5497098 5497099	PO #	PEST CONTROL-CITY HALL 043-390-0000-4260	
	5497098 5497099		043-390-0000-4260	86.0
4 WHENTOWORK, INC.	60694185-30-12-17		043-390-0000-4260 Total :	53.0 272.5
	00004100 00-12-17		ONLINE SCHEDULING SERVICE 001-420-0000-4380 Total :	200.0 200.0
3 WIEDER, CAROL	100217 101617		INTERPRETATION SERVICES CC MEET 001-101-0000-4270 INTERPRETATION SERVICES CC MEET	250.0
			001-101-0000-4270 Total :	250.0 500.0
) WILMINGTON TRUST	115494-007		COP 2016 INTEREST PYMNT 012-310-0000-4410 012-3946-0000 Total :	48,493.7 -3.2 48,490.5
3 WINDSTREAM	69391270		PHONE SERVICE 10/18/17-11/17/17 001-222-0000-4220 001-420-0000-4220 070-384-0000-4220 001-190-0000-4220	679.0 916.8 500.6 1,814.5 3,911.1
2 ZOBEL-RODRIGUEZ, ANGELIQUE Y.	OCT 2017		COMMISSIONER'S STIPEND 001-115-0000-4111 Total :	50.0 50.0
code: bank3			Bank total :	902,461.0
port			Total vouchers :	902,461.0
3	WINDSTREAM ZOBEL-RODRIGUEZ, ANGELIQUE Y. Ode: bank3	WILMINGTON TRUST 115494-007 WINDSTREAM 69391270 2 ZOBEL-RODRIGUEZ, ANGELIQUE Y. OCT 2017 ode: bank3	WILMINGTON TRUST 115494-007 WINDSTREAM 69391270 ZOBEL-RODRIGUEZ, ANGELIQUE Y. OCT 2017 ode: bank3	MILMINGTON TRUST

vchlist 11/01/2017 4:41:05PM				Voucher List CITY OF SAN FERNANDO		
Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO#	Description/Account	Amount

Voucher Registers are not final until approved by Council.

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CC Meeting Agenda

HANDWRITTEN CHECKS

vchlist **Voucher List** 10/26/2017 11:58:55AM CITY OF SAN FERNANDO Bank code : PO # Voucher Date Vendor Invoice Description/Account Amount 207799 11/1/2017 100286 BAKER, BEVERLY 17-Nov CALPERS HEALTH REIMB 001-180-0000-4127 547.98 Total: 547.98 207800 11/1/2017 891015 CROOK, ROBERT 17-Nov CALPERS HEALTH REIMB 001-180-0000-4127 651.52 Total: 651.52 207801 11/1/2017 100916 DEIBEL, PAUL 17-Nov CALPERS HEALTH REIMB 001-180-0000-4127 261.76 Total: 261.76 207802 11/1/2017 891041 GARCIA, CONNIE 17-Nov CALPERS HEALTH REIMB 001-180-0000-4127 172.48 Total: 172.48 207803 11/1/2017 101781 KISHITA, ROBERT 17-Nov CALPERS HEALTH REIMB 001-180-0000-4127 172.48 172.48 11/1/2017 101926 LILES, RICHARD CALPERS HEALTH REIMB 207804 17-Nov 070-180-0000-4127 273.81 072-180-0000-4127 Total: 547.61 207805 11/1/2017 891027 LOCKETT, JOANN CALPERS HEALTH REIMB 17-Nov 001-180-0000-4127 261.76 Total: 261.76 207806 11/1/2017 891028 MANTHEY, DONALD 17-Nov CALPERS HEALTH REIMB 001-180-0000-4127 651.52 Total : 651.52 207807 11/1/2017 102126 MARTINEZ, MIGUEL 17-Nov CALPERS HEALTH REIMB

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Total:

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Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amount
207808	11/1/2017	102483 OROZCO, ELVIRA	17-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	196.21 196.21
207809	11/1/2017	891031 ORTEGA, JIMMIE	17-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	261.76 261.76
207810	11/1/2017	891032 OTREMBA, EUGENE	17-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	651.52 651.52
207811	11/1/2017	891354 RAMIREZ, ROSALINDA	17-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	445.89 445.89
207812	11/1/2017	102940 RUIZ, RONALD	17-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	547.98 547.98
207813	11/1/2017	103121 SERRANO, ARMANDO	17-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,223.96 1,223.9 6
207814	11/1/2017	889588 UFANO, VIRGINIA	17-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	445.89 445.89
207815	11/1/2017	891046 VANAALST, LEONILDA	17-Nov		CALPERS HEALTH REIMB 070-180-0000-4127	Total :	172.48 172.48
1	7 Vouchers fo	or bank code : bank3			В	ank total :	8,232.58
17	7 Vouchers in	n this report			Total v	ouchers :	8,232.58

Voucher List

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Voucher Registers are not final until approved by Council.

HANDWRITTEN CHECKS

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Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amoun
207816	11/1/2017	100042 ABDALLAH, ALBERT	17-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,629.55 1,629.5 5
207817	11/1/2017	100091 AGORICHAS, JOHN	17-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	225.63 225.6 3
207818	11/1/2017	891039 AGUILAR, JESUS	17-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	472.96 472.9 6
207819	11/1/2017	100104 ALBA, ANTHONY	17-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	651.52 651.5 2
207820	11/1/2017	891011 APODACA-GRASS, ROBERTA	17-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	651.52 651.5 2
207821	11/1/2017	100306 BARNARD, LARRY	17-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,104.00 1,104.0 0
207822	11/1/2017	100346 BELDEN, KENNETH M.	17-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,339.00 1,339.0 0
207823	11/1/2017	892233 BUZZELL, CAROL	17-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	196.21 196.2 1
207824	11/1/2017	891350 CALZADA, FRANK	17-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	520.42 520.4 2
207825	11/1/2017	100642 CASTRO, RICO	17-Nov		CALPERS HEALTH REIMB		

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Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amount
207825	11/1/2017	100642 CASTRO, RICO	(Continued)		001-180-0000-4127	Total :	1,303.76 1,303.76
207826	11/1/2017	891014 CREEKMORE, CASIMIRA	17-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	261.76 261.76
207827	11/1/2017	891016 DEATON, MARK	17-Nov		CALPERS HEALTH REIMB 070-180-0000-4127	Total :	547.61 547.61
207828	11/1/2017	100913 DECKER, CATHERINE	17-Nov		CALPERS HEALTH REIMB 070-180-0000-4127	Total :	651.52 651.52
207829	11/1/2017	100925 DELGADO, RALPH	17-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	520.42 520.42
207830	11/1/2017	892102 DOSTER, DARRELL	17-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	651.52 651.52
207831	11/1/2017	100996 DRAKE, JOYCE	17-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	261.76 261.76
207832	11/1/2017	100995 DRAKE, MICHAEL	17-Nov		CALPERS HEALTH REIMB 070-180-0000-4127 072-180-0000-4127	Total :	130.88 130.88 261.76
207833	11/1/2017	100997 DRAPER, CHRISTOPHER	17-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,364.11 1,364.11
207834	11/1/2017	101044 ELEY, JEFFREY	17-Nov		CALPERS HEALTH REIMB		

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Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amount
207834	11/1/2017	101044 ELEY, JEFFREY	(Continued)		001-180-0000-4127	Total :	1,748.00 1,748.00
207835	11/1/2017	891040 FISHKIN, RIVIAN	17-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	172.48 172.48
207836	11/1/2017	892103 GAJDOS, BETTY	17-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	172.48 172.48
207837	11/1/2017	891351 GARCIA, DEBRA	17-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,389.38 1,389.38
207838	11/1/2017	891067 GARCIA, NICOLAS	17-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,090.70 1,090.70
207839	11/1/2017	101318 GLASGOW, KEVIN	17-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,364.11 1,364.11
207840	11/1/2017	891020 GLASGOW, ROBERT	17-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	336.00 336.00
207841	11/1/2017	891021 GUIZA, JENNIE	17-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	261.76 261.76
207842	11/1/2017	101415 GUTIERREZ, OSCAR	17-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	172.48 172.48
207843	11/1/2017	891352 HADEN, SUSANNA	17-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	Total .	1,019.78

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Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amoun
207843	11/1/2017	891352 891352 HADEN, SUSANNA	(Continued)		Total :	1,019.78
207844	11/1/2017	101440 HALCON, ERNEST	17-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,104.00 1,104.0 0
207845	11/1/2017	891918 HARTWELL, BRUCE	17-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	651.52 651.52
207846	11/1/2017	101465 HARVEY, DAVID	17-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	172.48 172.4 8
207847	11/1/2017	101466 HARVEY, DEVERY MICHAEL	17-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,513.00 1,513.00
207848	11/1/2017	101471 HASBUN, NAZRI A.	17-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,223.96 1,223.9 6
207849	11/1/2017	891023 HATFIELD, JAMES	17-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	651.52 651.5 2
207850	11/1/2017	892104 HERNANDEZ, ALFONSO	17-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,628.59 1,628.5 9
207851	11/1/2017	891024 HOOKER, RAYMOND	17-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	587.88 587.8 8
207852	11/1/2017	101538 HOUGH, RAY	17-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	520.42 520.42

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oucher oucher	Date	Vendor	Invoice	PO #	Description/Account		Amoun
207853	11/1/2017	101597 IBRAHIM, SAMIR	17-Nov		CALPERS HEALTH REIMB		
					001-180-0000-4127		472.9
						Total :	472.9
207854	11/1/2017	101694 JACOBS, ROBERT	17-Nov		CALPERS HEALTH REIMB		
					001-180-0000-4127		1,031.0
						Total :	1,031.0
207855	11/1/2017	892105 KAHMANN, ERIC	17-Nov		CALPERS HEALTH REIMB		
					001-180-0000-4127		746.3
						Total:	746.3
207856	11/1/2017	101786 KLOTZSCHE, STEVEN	17-Nov		CALPERS HEALTH REIMB		
					001-180-0000-4127		741.9
						Total:	741.9
207857	11/1/2017	891866 KNIGHT, DONNA	17-Nov		CALPERS HEALTH REIMB		
207037	11/1/2017	091000 KNIGITI, DONNA	17-NOV		001-180-0000-4127		172.4
						Total:	172.4
207858	11/1/2017	891026 LEWIS, DURWOOD	17-Nov		CALPERS HEALTH REIMB		
207030	11/1/2017	891026 LEWIS, DURWOOD	17-NOV		001-180-0000-4127		651.5
					001-100-0000-4127	Total :	651.5
207859	11/1/2017	891043 LIEBERMAN, LEONARD	17-Nov		CALPERS HEALTH REIMB 001-180-0000-4127		172.4
					001-180-0000-4127	Total :	172.48
207860	11/1/2017	101933 LITTLEFIELD, LESLEY	17-Nov		CALPERS HEALTH REIMB		
					001-180-0000-4127	Total :	651.53 651.5 3
						iotai .	001.0
207861	11/1/2017	102059 MACK, MARSHALL	17-Nov		CALPERS HEALTH REIMB		
					001-180-0000-4127		1,223.96
						Total :	1,223.9
207862	11/1/2017	891010 MAERTZ, ALVIN	17-Nov		CALPERS HEALTH REIMB		
					001-180-0000-4127		472.96

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Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amoun
207862	11/1/2017	891010 891010 MAERTZ, ALVIN	(Continue	d)		Total :	472.96
207863	11/1/2017	888037 MARTINEZ, ALVARO	17-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,253.12 1,253.12
207864	11/1/2017	102206 MILLER, WILMA	17-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	261.76 261.76
207865	11/1/2017	102232 MIURA, HOWARD	17-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	261.76 261.7 6
207866	11/1/2017	892106 MONTAN, EDWARD	17-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	741.92 741.92
207867	11/1/2017	102365 NAVARRO, RICARDO A	17-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	520.42 520.42
207868	11/1/2017	102473 ORDELHEIDE, ROBERT	17-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,733.29 1,733.29
207869	11/1/2017	102486 ORSINI, TODD	17-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,629.55 1,629.5 5
207870	11/1/2017	102569 PARKS, ROBERT	17-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,748.00 1,748.0 0
207871	11/1/2017	891353 PEAVY, JOSEPH	17-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	172.48 172.4 8

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Bank code : Voucher	bank3	Vendor	Invoice	PO#	Description/Account		Amoun
207872		102527 PISCITELLI, ANTHONY	17-Nov	PU#	CALPERS HEALTH REIMB 001-180-0000-4127	Total :	520.42 520.4 2
207873	11/1/2017	891033 POLLOCK, CHRISTINE	17-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	336.00 336.0 0
207874	11/1/2017	102735 QUINONEZ, MARIA	17-Nov		CALPERS HEALTH REIMB 001-180-0000-4127 001-2110	Total :	1,019.78 -83.70 936.0 8
207875	11/1/2017	102864 RIVETTI, DOMINICK	17-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,104.00 1,104.0 0
207876	11/1/2017	102936 RUELAS, MARCO	17-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,628.59 1,628.5 9
207877	11/1/2017	891044 RUSSUM, LINDA	17-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	172.48 172.4 8
207878	11/1/2017	890806 SALDIVAR, GEORGE	17-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	746.37 746.3 7
207879	11/1/2017	892107 SHANAHAN, MARK	17-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	472.96 472.9 6
207880	11/1/2017	891035 SHERWOOD, NINA	17-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	261.76 261.7 6
207881	11/1/2017	103175 SKOBIN, ROMELIA	17-Nov		CALPERS HEALTH REIMB		

vchlist 10/26/2017	12:22:53P	М	Voucher Lis CITY OF SAN FERM			ı	Page: 8
Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amount
207881	11/1/2017	103175 SKOBIN, ROMELIA	(Continued)		001-180-0000-4127	Total :	977.64 977.64
207882	11/1/2017	103220 SOMERVILLE, MICHAEL	17-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,748.00 1,748.00
207883	11/1/2017	891045 TIGHE, HAROLD	17-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	472.96 472.9 6
207884	11/1/2017	103394 TORRES, RACHEL	17-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	261.76 261.76
207885	11/1/2017	888417 VALDIVIA, LAURA	17-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	587.88 587.88
207886	11/1/2017	103562 VASQUEZ, JOEL	17-Nov		CALPERS HEALTH REIMB 070-180-0000-4127	Total :	1,748.00 1,748.00
207887	11/1/2017	891038 WAITE, CURTIS	17-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	977.64 977.64
207888	11/1/2017	891036 WATT, DAVID	17-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	651.52 651.52
207889	11/1/2017	891037 WEBB, NANCY	17-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	Total:	630.69 630.69
207890	11/1/2017	103643 WEDDING, JEROME	17-Nov		CALPERS HEALTH REIMB 001-180-0000-4127		651.52

vchlist 10/26/2017	12:22:53PM		Voucher List CITY OF SAN FERNANDO			Page: 9
Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
207890	11/1/2017	103643 103643 WEDDING, JEROME	(Continued)		Tota	al: 651.52
207891	11/1/2017	103727 WYSBEEK, DOUDE	17-Nov		CALPERS HEALTH REIMB 001-180-0000-4127 Tota	261.76 al: 261.76
207892	11/1/2017	103737 YNIGUEZ, LEONARD	17-Nov		CALPERS HEALTH REIMB 001-180-0000-4127 Tota	977.64 al: 977.64
77	Vouchers fo	or bank code : bank3			Bank tota	al: 59,180.67
77	Vouchers in	this report			Total voucher	rs: 59,180.67

Voucher Registers are not final until approved by Council.



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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Alexander P. Meyerhoff, City Manager

By: Nick Kimball, Finance Director

Date: November 6, 2017

Subject: Consideration to Approve an Amendment to the Administrative Contract with

Liebert Cassidy Whitmore to Continue to Provide Labor Negotiator Services

RECOMMENDATION:

It is recommended that the City Council:

a. Approve Contract No. 1873(a) with Liebert Cassidy Whitmore (Attachment "A") to increase the total not-to-exceed amount from \$25,000 to \$50,000; and

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

BACKGROUND:

- 1. Liebert Cassidy Whitmore (LCW) is a law firm specializing in California labor and employment law since 1980. LCW has offices in Los Angeles, San Diego, Fresno, San Francisco, and Sacramento and employs 85 staff attorneys.
- LCW has been providing the City with special labor and employment law services since 2012. LCW has a Labor Relations Practice Group that specializes in negotiating labor agreements for public agencies.
- 3. On April 1, 2017, the Interim City Manager entered into an administrative contract (Attachment "B") for Labor Negotiator Services for an amount not-to-exceed \$25,000 with LCW related to the forthcoming negotiations with the San Fernando Public Employees Association (SFPEA). Per the agreement, the City pays a monthly retainer of \$3,450 during negotiations to take advantage of reduced hourly rates under the retainer arrangement.
- 4. The scope of services provided by LCW related to this Agreement include:
 - a. MOU review/audit to identify issues for legal compliance, provide suggestions to increase clarity and reduce ambiguity by improving contract language, and offer suggestions/alternatives to be considered in contract negotiations.

Consideration to Approve an Amendment to the Administrative Contract with Liebert Cassidy Whitmore to Continue to Provide Labor Negotiator Services

Page 2 of 3

- b. Training on costing labor contracts, compiling demographic data, preparing for impasse proceedings, and other training programs to develop skills for internal staff.
- c. Strategy development and advice on key areas including FLSA items, cost restructuring, pension issues, employee benefits, and discipline/appeal processes. Provide advice and consultation on the scope of meet and confer subjects and alternative approaches to manage meet and confer obligations.
- d. Drafting contract language compliant with legal parameters and consulting on the preparation and presentation of proposals.
- e. Conducting or reviewing salary/compensation survey data, market comparable agencies, and options for inclusion of information during the meet and confer process.

ANALYSIS:

The current Memorandum of Understanding (MOU) with San Fernando Public Employees Association (SFPEA) took effect in July 2009 and has been extended a number of times. It expired on June 30, 2017 and the City/SFPEA will continue operating under the terms of the expired MOU until a successor can be negotiated. Since the existing MOU is outdated, the services of LCW have been invaluable to ensure the terms of the MOU comply with, and incorporate, existing law.

At the time of execution, it was expected that negotiations would last less than six (6) months and not exceed the Interim City Manager's purchasing authority. However, due to a number of critical issues, negotiations have extended beyond the initial time-table. In order to continue receiving labor negotiation services without interruption, staff is recommending increasing the contract with LCW by an additional \$25,000 to ensure there is sufficient contract authority to complete negotiations.

BUDGET IMPACT:

The City included \$80,000 in the General Fund for Labor Attorney Services in Fiscal Year 2017-2018, which includes the labor negotiation services, as well as special personnel and employment law matters that arise during the course of operations. There are sufficient funds currently available to cover the increased cost of the Negotiation Services contract. However, if any significant personnel matters arise during the fiscal year, a budget amendment may be necessary to appropriate additional funds toward Labor Attorney Services.

Consideration to Approve an Amendment to the Administrative Contract with Liebert Cassidy Whitmore to Continue to Provide Labor Negotiator Services

Page 3 of 3

CONCLUSION:

Staff recommends approving the increase to Labor Negotiator Services contract with Liebert Cassidy Whitmore to continue the services required to complete negotiation of a successor MOU with the SFPEA.

ATTACHMENTS:

- A. Contract No. 1873(a)
- B. Administrative Contract

FIRST AMENDMENT PROFESSIONAL SERVICES AGREEMENT

LIEBERT CASSIDY WHITMORE

Labor Negotiator Services

THIS FIRST AMENDMENT (hereinafter, "First Amendment") to that certain agreement entitled "Professional Services Agreement – Labor Negotiator Services" administrative contract dated April 1, 2017 (hereinafter, "Master Agreement"), is hereby made and entered into this 6th day of November, 2017 (hereinafter, "Effective Date") by and between CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and Liebert Cassidy Whitmore, A Professional Corporation (hereinafter, "CONSULTANT"). For purposes of this First Amendment, the capitalized term "Parties" shall be a collective reference to both CITY and CONSULTANT. The capitalized term "Party" may refer to either CITY or CONSULTANT, interchangeably.

RECITALS

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

WHEREAS, exaction of the Master Agreement was executed by the Parties on April 1, 2017 (A true and correct copy of the Master Agreement is attached and incorporated hereto as Exhibit "A"); and

WHEREAS, the Parties now wish to modify the Master Agreement by increasing compensation Not-To-Exceed \$50,000 as a result of additional MOU negotiation services; and

WHEREAS, the capitalized term "Contract" shall refer to the Master Agreement as amended by way of this First Amendment; and

WHEREAS, this First Amendment was approved by the City Council at its meeting of November 6, 2017 under Agenda Item ______.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

- SECTION 1. The Not-To-Exceed Sum set forth under Section 1.3(B) of the Master Agreement shall not exceed the budgeted aggregate sum of \$50,000.
- SECTION 2. Except as otherwise set forth in this First Amendment, the Master Agreement shall remain binding, controlling, and in full force and effect. Section 1.3(B) of the Master Agreement notwithstanding, this First Amendment, together with the Master Agreement, shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents (Entire Agreement). In the event of a

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

Labor Negotiator Services

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conflict or inconsistency between the provisions of this First Amendment, including any and all attachments to this First Amendment and the provisions of the Master Agreement, including all exhibits attached to the Master Agreement, the provisions of the First Amendment and its attachments shall govern and control but only to the extent of the conflict and no further.

SECTION 3. The provisions of this First Amendment shall be deemed a part of the Master Agreement and except, as otherwise provided under this First Amendment, the Master Agreement and all provisions contained therein shall remain binding and enforceable.

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

CITY	/:	CONSULTANT:				
City	of San Fernando	Liebert Cassidy Whitmore				
Ву:	Alexander P. Meyerhoff, City Manager	By: Name: Title:				
APP	ROVED AS TO FORM					
Ву:	Richard Padilla, Assistant City Attorney					



Liebert Cassidy Whitmore

Labor Negotiator Services

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 1st day of April 2017 (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation ("CITY") and Liebert Cassidy Whitmore, A Professional Corporation (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

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

I. ENGAGEMENT TERMS

- 1.1 <u>SCOPE OF SERVICES</u>: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the **"Scope of Services"**). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 <u>TERM</u>: This Agreement shall have a term of one (1) year commencing from Effective Date, unless CITY issues written notice of its intent not to authorize an additional extension term(s). Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.

1.3 COMPENSATION:

- A. CONSULTANT shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is included in as Exhibit A (hereinafter, the "Approved Rate Schedule").
- B. Section 1.3(A) notwithstanding, CONSULTANT's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of \$25,000 (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the

Labor Negotiator Services Page 2 of 16

City Manager and the Finance Director. In the event CONSULTANT's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.

- 1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONSULTANT shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar day of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.
- 1.5 <u>ACCOUNTING RECORDS</u>: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge, during normal business hours. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

Labor Negotiator Services Page 3 of 16

II. PERFORMANCE OF AGREEMENT

- 2.1 <u>CITY'S REPRESENTATIVES</u>: The CITY hereby designates the City Manager and Personnel Manager (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 <u>CONSULTANT REPRESENTATIVE</u>: CONSULTANT hereby designates Adrianna Guzman to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall constitute notice to CONSULTANT.
- 2.3 <u>COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS</u>: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.
- 2.4 <u>STANDARD OF CARE; PERFORMANCE OF EMPLOYEES</u>: CONSULTANT represents, acknowledges and agrees to the following:
 - A. CONSULTANT shall perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;
 - B. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the CITY;
 - CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.);
 - D. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;

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- All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
- F. All of CONSULTANT's employees and agents (including but not limited subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONSULTANT's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONSULTANT to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONSULTANT's profession.

- 2.5 <u>ASSIGNMENT</u>: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.
- 2.6 <u>CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR</u>: The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision.

Labor Negotiator Services Page 5 of 16

CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

- 2.7 <u>REMOVAL OF EMPLOYEES OR AGENTS</u>: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONSULTANT and shall not be re-assigned to perform any of the Work.
- 2.8 <u>COMPLIANCE WITH LAWS</u>: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 <u>NON-DISCRIMINATION</u>: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. <u>INDEPENDENT CONTRACTOR STATUS</u>: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers,

Labor Negotiator Services Page 6 of 16

employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

- 3.1 <u>DUTY TO PROCURE AND MAINTAIN INSURANCE</u>: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:
 - A. <u>Commercial General Liability Insurance</u>: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. <u>Automobile Liability Insurance</u>: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
 - C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.

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- D. <u>Errors & Omissions Insurance</u>: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and shall be endorsed to include contractual liability.
- 3.2 <u>ADDITIONAL INSURED REQUIREMENTS</u>: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 <u>REQUIRED CARRIER RATING</u>: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 <u>PRIMACY OF CONSULTANT'S INSURANCE</u>: All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
- 3.5 <u>WAIVER OF SUBROGATION</u>: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.
- 3.6 <u>VERIFICATION OF COVERAGE</u>: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that its shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if

Labor Negotiator Services Page 8 of 16

requested. All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

4.1 CONSULTANT shall, to the fullest extent permitted by law, indemnify, defend and hold harmless CITY, and its officials, employees, agents and volunteers from and against any and all claims, damages, judgements, awards, losses and costs, including attorneys fees, or any damage whatsoever, including but not limited to death or injury to any person and damage to any property, resulting from the misconduct, negligent acts, errors or omissions of COUNSEL or any of its officers, employees, volunteers, subcontractors or agents in the performance of this Contract, except such damage as is caused by the sole negligence or intentional misconduct of CITY or any of its officials, employees, agents or volunteers.

V. TERMINATION

5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of five (5) calendar days prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default,

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the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

- B. CONSULTANT shall cure the following Events of Defaults within the following time periods:
 - i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
 - ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14day cure period.

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT shall include, but shall not be limited to the

Labor Negotiator Services Page 10 of 16

following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary of involuntary; (v) CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

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- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
 - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
 - iv. The CITY may exercise any other available and lawful right or remedy.

CONSULTANT shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

- G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.
- 5.3 <u>SCOPE OF WAIVER</u>: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 5.4 <u>SURVIVING ARTICLES, SECTIONS AND PROVISIONS</u>: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI. <u>MISCELLANEOUS PROVISIONS</u>

Labor Negotiator Services Page 12 of 16

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.
- 6.2 <u>CONFIDENTIALITY</u>: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 <u>FALSE CLAIMS ACT</u>: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.
- 6.4 <u>NOTICES</u>: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

CITY:

Liebert Cassidy Whitmore 6033 West Century Blvd, 5th Floor Los Angeles, CA 90045 Attn: J. Scott Tiedemann/Managing City of San Fernando City Manager's Office 117 Macneil Street San Fernando, CA 91340

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Partner Attn: City Manager
Phone: (310) 981-2000 Phone: (818) 898-1203
Fax: (310) 337-0837 Fax: (818) 365-8090

Email: STiedemann@lcwlegal.com

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

- 6.5 <u>COOPERATION; FURTHER ACTS</u>: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 <u>SUBCONTRACTING</u>: CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 <u>CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS</u>: CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.
- 6.8 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.9 <u>TIME IS OF THE ESSENCE</u>: Time is of the essence for each and every provision of this Agreement.
- 6.10 <u>GOVERNING LAW AND VENUE</u>: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of

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the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

- 6.11 <u>ATTORNEYS' FEES</u>: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 <u>SUCCESSORS AND ASSIGNS</u>: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 <u>NO THIRD PARTY BENEFIT</u>: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 <u>CONSTRUCTION OF AGREEMENT</u>: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 <u>SEVERABILITY</u>: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 <u>AMENDMENT; MODIFICATION</u>: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 <u>CAPTIONS</u>: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 <u>INCONSISTENCIES OR CONFLICTS</u>: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 <u>ENTIRE AGREEMENT</u>: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this

Labor Negotiator Services Page 15 of 16

Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.

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

(SIGNATURE PAGE TO FOLLOW)

PROFESSIONAL SERVICES AGREEMENT

Labor Negotiator Services Page 16 of 16

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

CITY OF SAN FERNANDO

By:

Nick Kimball, Interim City Manager

LIEBERT CASSIDY WHITMORE

Ву:

Name: Br

Title:

8109094.1 LC001-009

11/06/2017 City of San Fernando CC Meeting Agenda Page 74 of 178 EXHIBIT "A"

Re: LCW Proposal for Negotiations Services

March 14, 2017

Page 8

• Represent the City at impasse proceedings, including preparation and representation through the impasse process, preparation of press releases, supervising media relations, meeting with elected officials, and making those appearances provided for by the City employee relations ordinance, as requested by the City.

Most of our negotiation work involves multiple units and we are adept at handling multiple concurrent negotiations. When possible we attempt to schedule meetings with various units back to back as to reduce travel time.

Rates and Service Structure

We understand the need to manage the cost of legal services and frequently work with clients to create budgets and cost strategies that suit them. Additionally, because our practice is statewide we share briefs, motions, points and authorities, research memos and opinion letters so that we do not research issues and principles of law that other members of the firm have recently worked on. Of course, we provide the most updated briefs and arguments in the course of our practicing efficiently and effectively. Invoices are payable upon receipt and due within 30 days.

Pricing offered on a time-and-materials basis would be based on the standard hourly rates listed below:

Adrianna Guzman \$305 Jeffrey Freedman \$350

Expenses

Unlike many firms, we do not bill for secretarial or word processing time or telephone charges. Facsimile transmissions are billed at the rate of \$.50 per page for outgoing faxes only. We make every effort to email documents rather than fax them. Copying is charged at fifteen cents (\$.15) per page. Additional prints, postage and special deliveries (i.e. Fed-Ex, UPS, DHL, messenger service), and other hired deliveries completed at the request of the client or necessary to comply with court or other deadlines will also be billed to the client.

Our firm bills for travel time at the attorney's hourly rate - for the time it takes to travel from the office to our client and back, or the time it takes from the attorney's residence to our client and back, whichever is less.

Retainer Option

We can also offer the City a retainer option. Our typical monthly retainer for negotiations is \$3,450 for the first unit and \$920 for each additional unit. The monthly hours are then capped based on the reduced hourly rate of \$290 for Adrianna Guzman or \$335 for Jeff Freedman. For example, if we were to negotiate one unit, the monthly rate would be \$3,450, which would cover an average of 11.9 hours of service per month (142.8 hours annually) for Adrianna or 10.3 hours of service per month (123.6 hours annually) for Jeff. Any time over the annual cap would be billed at the standard hourly rates.

Re: *LCW Proposal for Negotiations Services* March 14, 2017

March 14, 2017 Page 9

The retainer covers preparation, telephone consultation, travel time, attendance at governing board meetings, and negotiations. It does not cover post-mediation proceedings, such as factfinding or interest arbitration. This is billed at the negotiator's standard hourly rates. This retainer would be in effect for an entire one year period, with the option to renew annually. Negotiations can also be billed hourly based on the attorney rate described above.

Conclusion

We welcome the opportunity to assist the City. We recognize that your purpose is to serve the needs of the community and so our goal is to help you achieve this mission. We are most rewarded when we have the opportunity to collaborate with our clients to create solutions that make them successful. We offer our commitment to the City to provide it with superior service, timely and efficient work product and professional people with whom to work.

If we can provide additional information or if you would like to interview the firm, please contact us.

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Alexander P. Meyerhoff, City Manager

By: Michael E. Okafor, Personnel Manager

Date: November 6, 2017

Subject: Consideration to Adopt a Resolution Amending the City Personnel Rules to

Include Changes to the Veterans' Employment Preference Policy

RECOMMENDATION:

It is recommended that the City Council:

- Adopt Resolution No. 7824 (Attachment "A") amending Section 9, Rule VI of the City Personnel Rules to include changes to the existing veterans' employment preference policy; and
- b. Authorize the City Manager to implement the new policy, and make non-substantive edits as necessary.

BACKGROUND:

- 1. On January 5, 1987, the City Council approved Resolution No. 5692 adopting the City Personnel Rules.
- 2. Section 9, Rule VI of Resolution No. 5692 (City Personnel Rules) includes a provision that grants additional five (5) points to veterans from specified wars, and ten (10) points to disabled veterans, upon attainment of a passing mark in any open competitive employment examination for classified positions with the City.
- 3. Under the provisions of Section 9, Rule VI of Resolution No. 5692, only veterans with 90 days or more of service in the following wars would qualify for the extra points: World War I (from April 6, 1917 through November 11, 1918); World War II (from December 7, 1941 through August 14, 1945); Korean War (from June 27, 1950 through January 31, 1955); and Vietnam War (from January 1, 1964 through August 15, 1973).

ADMINISTRATION DEPARTMENT

Approval of a Resolution Amending the City Personnel Rules to Include Changes to the Veterans' Employment Preference Policy

Page 2 of 2

4. California law encourages agencies to provide preference to military veterans regardless of whether they served in any particular conflict, and California Government Code Section 50088, Subsection (b) specifies that cities or counties shall either implement a veterans' preference system giving preference to a veteran over other identically qualified applicants, or adopt a resolution identifying reasons for not implementing a veterans' preference system.

ANALYSIS:

Inasmuch as the City has been providing employment preference points to military veterans over the years, the existing policy limits this benefit to only veterans that served in specified conflicts, from World War I (1917-1918) through Vietnam War (1964-1973). Veterans that did not serve in any particular conflict, or that served in recent wars, such as Iraq (1991 and 2003), and Afghanistan (2001-present), are unintentionally excluded from receiving this benefit.

The attached Resolution (No. 7824), as well as Exhibit "A," are intended to amend the existing policy in the City Personnel Rules to extend the veterans' employment preference points to all veterans that served in the armed forces of the United States, and were honorably discharged, regardless of whether they served in any particular conflict, and regardless of period of service.

BUDGET IMPACT:

There is minimal budget impact associated with updating this policy as staff prepared the policy and it was reviewed by the City's labor attorney, Liebert Cassidy Whitmore.

CONCLUSION:

Adoption of Resolution No. 7824 is necessary to update the existing policy to extend veterans' employment preference points to all veterans regardless of service in any particular conflict and/or period of service.

ATTACHMENT:

A. Resolution No. 7824

ATTACHMENT "A"

RESOLUTION NO. 7824

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING SECTION 9, RULE VI OF RESOLUTION NO. 5692 (CITY PERSONNEL RULES), ADOPTED JANUARY 5, 1987 TO INCLUDE CHANGES TO THE VETERANS' EMPLOYMENT PREFERENCE POLICY

WHEREAS, Section 9, Rule VI of Resolution No. 5692 (City Personnel Rules), adopted January 5, 1987 includes a provision for preference in employment to military veterans that served in certain wars from World War 1 in 1917 through Vietnam War which ended in 1973 over other identically qualified applicants for City jobs; and

WHEREAS, California law encourages agencies to provide preference to military veterans regardless of whether they served in any particular conflict; and

WHEREAS, Government Code Section 50088, Subsection (b) specifies that cities or counties shall either implement a veterans' preference system giving preference to a veteran over other identically qualified applicants or adopt a resolution identifying reasons for not implementing a veterans' preference system; and

WHEREAS, the City of San Fernando intends to continue the implementation of an employment preference system for veterans; and

WHEREAS, Section 9, Rule VI of Resolution No. 5692 (City Personnel Rules), adopted January 5, 1987 does not include veterans that did not serve in any particular conflict, or that served in recent wars such as Iraq around 1991 and 2003, and Afghanistan around 2001;

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

SECTION 1: That Section 9, Rule VI of Resolution No. 5692, adopted January 5, 1987 be amended, repealed, and replaced with a new Veterans' Credit policy herein designated per attached Exhibit "A".

SECTION 2: Except as amended herein, all other provisions of the said City Personnel Rules adopted on January 5, 1987, per Resolution No. 5692, remains unchanged and in full force and effect.

SECTION 3: The City Clerk shall certify to the adoption of this Resolution and shall cause this Resolution and her certification to be filed in the office of the City Clerk.

PASSED, APPROVED, AND ADOPTED this 6th day of November, 2017.

Sylvia Ballin, Mayor	•

ATTEST:	
Elena G. Chávez, City Clerk	
STATE OF CALIFORNIA COUNTY OF LOS ANGELES CITY OF SAN FERNANDO)) ss)
	at the foregoing Resolution was duly adopted and approved a buncil of the City of San Fernando held on the 6 th day of vote to wit:
AYES:	
NOES:	
ABSENT:	
Elena G. Chávez, City Clerk	

EXHIBIT "A"

RESOLUTION NO. 7824

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING SECTION 9, RULE VI OF RESOLUTION NO. 5692 (CITY PERSONNEL RULES), ADOPTED JANUARY 5, 1987 TO INCLUDE CHANGES TO THE VETERANS' EMPLOYMENT PREFERENCE POLICY

SECTION 9 – VETERANS' CREDIT:

In the examinations, other than promotional examinations, to establish eligibility lists for appointment to positions of employment in the classified service, excluding all Department Head positions, honorably discharged veterans of the armed forces of the United States who become eligible for certification from an eligibility list by obtaining the passing mark established for the examination, shall be allowed an additional credit of five (5) points, provided that qualified disabled veterans shall be allowed a credit of ten (10) points, which shall be added to the percentages attained in such examinations by such veterans, and shall be placed on eligibility lists for appointment in the order or basis of the percentages attained by them in examinations after such credit of five points, or ten points in the case of disabled veterans, shall have been added. For Department Head consideration, everything else being equal between the candidates, the veteran will be selected.

Candidates requesting veterans' credit will be required to provide a copy of U.S. Government Form DD 214 "Certificate of Release or Discharge from Active Duty" with their completed application for employment.

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Alexander P. Meyerhoff, City Manager

By: Patsy Orozco, Civil Engineering Assistant II

Date: November 6, 2017

Subject: Consideration to Award a Contract for the Annual Resurfacing Project, CIP No.

0560, Plan No. P-725

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve plans and specifications (Attachment "A") for the Annual Resurfacing Project (CIP No. 0560), Plan No. P-725;
- b. Accept the lowest responsive bid in the amount of \$573,275 from Toro Enterprises, Inc., for construction of these improvements;
- c. Authorize the City Manager to execute a Construction Contract with Toro Enterprises, Inc., (Attachment "B" Contract No. 1872) in the amount of \$573,275; and
- d. Authorize the City Manager to approve change orders not to exceed \$143,319 (25% of the contract amount), to cover the cost of any unforeseen construction expenses.

BACKGROUND:

- As part of the City's FY 2017-2018 Budget, the City Council approved the continued funding
 for the Annual Street Resurfacing Project, CIP No. 0560. The Annual Street Resurfacing
 Project includes roadway resurfacing and concrete replacements such as curbs, gutters,
 sidewalk, driveways, cross gutters, spandrels, access ramps, coldmilling of asphalt, overlay
 of asphalt, utility adjustments to grade, and installation of traffic striping and pavement
 markings throughout the residential areas in the City.
- Approximately 9,965 linear feet (LF) of roadway was resurfaced, 8,400 LF of sidewalk and, driveway approaches, 1,375 LF of curb and gutter and 15 ADA ramps were replaced in FY 2016-2017 as part of the Annual Street Resurfacing Project, including the following street segments:

PUBLIC WORKS DEPARTMENT

Consideration to Award a Contract for Annual Resurfacing Project, CIP No. 0560, Plan No. P-725 Page 2 of 4

- a. Phillippi Street: Harding Avenue to Cul-de-sac
- b. Warren Street: Harding Avenue to Maclay Avenue
- c. Eighth Street: Hubbard Street to Maclay Avenue
- d. North Brand Blvd: Glenoaks Blvd. to Eighth Street
- e. Lucas Street: Maclay Avenue to North Brand Blvd
- f. Macneil Street: Lucas Street to Cul-de-sac
- 3. Approximately 18,595 linear feet of roadway, including sidewalk, curb and gutter, driveway approaches, and trees will be resurfaced as part of this proposed Annual Street Resurfacing Project in FY 2017—2018, including the following street segments:
 - a. N. Workman Street: Fourth Street to Library Street
 - b. N. Huntington Street: Fourth Street to Library Street
 - c. Harps Street: First Street to Fourth Street
 - d. Fermoore Street: Fourth Street to Fifth Street
 - e. Newton Street: Fourth Street to Fifth Street
 - f. Library Street: Harding Avenue to Orange Grove Avenue

ANALYSIS:

On October 25, 2017, at 11:00 a.m., the Deputy City Clerk received and opened five bids for construction for the annual resurfacing project. Staff analyzed the bids and determined the proposal from Toro Enterprises, Inc. to be the lowest responsive bid. The table below summarizes the bids received for project construction:

RANK	BIDDER	BID AMOUNT
1	Toro Enterprises, Inc.	\$573,275.00
2	All American Asphalt.	\$597,770.00
3	Hardy & Harper, Inc.	\$616,000.00
4	EC Construction	\$711,665.00
5	Palp Inc. DBA Excel Paving, Inc.	\$729,930.00

Toro Enterprises, Inc. has previously completed two projects in the City, including the FY 2015-16 Annual Street Resurfacing Project and South Huntington Street Improvements between San Fernando Road and Hollister Street (CDBG Project #601716-5); both of which were completed earlier this year.

Consideration to Award a Contract for Annual Resurfacing Project, CIP No. 0560, Plan No. P-725Page 3 of 4

Timeline

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

- November 6, 2017 City Council Award of Contract
- November 27, 2017 (Tentative) Pre-Construction Meeting
- December 2017 (Date TBD) Groundbreaking Ceremony
- December 2017 to February 2018 Tentative Construction Schedule

As indicated in the project bid specifications, the contractor has 45 working days to complete the project.

BUDGET IMPACT:

The total estimated construction cost for this capital project is \$716,594, including contingencies. Sufficient funding is included in the FY 2017-2018 Adopted CIP Budget using Proposition C, Measure R, STP-L and Roadway Maintenance and Repair Account (RMRA) funds and supplemental funding for materials through a CalRecycle Rubberized Pavement Grant Program.

The following table summarizes the status of the project funding and proposed expenditures:

SOURCES			
Fund	Account Number	Allocati	on
Proposition C	008-3210-0000	\$	45,000
Measure R	012-3210-0000	\$	488,125
STP-L	022-3664-0000	\$	425,400
RMRA	025-3623-0000	\$	141,475
Total Sources:		\$	1,100,000

Consideration to Award a Contract for Annual Resurfacing Project, CIP No. 0560, Plan No. P-725Page 4 of 4

USES			
Activity	Account Number	Cost	
Inspection (In-House)	008/012/022/025-311-0560-4600	\$	0
Construction	008/012/022/025-311-0560-4600	\$	573,275
Contingency (25%)	008/012/022/025-311-0560-4600	\$	143,319
Expenditures-to-Date (if applicable)			
Planning/Design (In-House)		\$	0
Total Uses		\$	716,594

Unused funds will be applied toward future Annual Street Resurfacing Projects. In the event that contingency funding is not exhausted, the City may be able to expand the scope of work of this paving project.

CONCLUSION:

It is requested that the City Council award a Construction Contract to complete street improvements in the community.

ATTACHMENTS:

- A. Plans and Specifications
- B. Contract No. 1872

CITY OF SAN FERNANDO, CA



CONTRACT DOCUMENTS

Annual Resurfacing Project FY 2016-17 PROJECT NO. 7600, PLAN NO. P-725



Prepared by:	Date:	10/12/17
Patsy Orozco, Civil Engineering Assistant II		
May Musel		
Under the Supervision of:	Date:	10/12/17
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 A.M. on Wednesday**, **October 25, 2017**, and said bids will be publicly opened and declared for performing work on the following project:

ANNUAL RESURFACING PROJECT FY 2016-17 JOB NO. 7600, PLAN NO. P-725

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

The contract time for the project is **sixty (60) 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 ninety (90) days after date set for opening thereof.

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

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

AB44 EFFECTIVE JULY 1, 2014. If a bidder submits a bid that includes a subcontractor who would be performing work in amount in excess of $\frac{1}{2}$ of $\frac{1}{6}$ of the bidder's total bid or in the case of bids for the construction of streets or highways, including bridges, in excess of $\frac{1}{2}$ of $\frac{1}{6}$ of the bidder's total bid or \$10,000, whichever is greater, then in addition to the subcontractor's name and business address, the subcontractor's State contractor's license number must be included as part of the information submitted for that proposed subcontractor. Failure to provide the subcontractor's license number shall render the bid non-responsive.

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

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

Copies of the plans and specifications, including the approved proposal form, are available on the City website, www.sfcity.org, for downloading at no charge. In order to be eligible to submit a bid for the project, you MUST contact Patsy Orozco, Civil Engineering Assistant II, via e-mail at PAOrozco2@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. Any questions pertaining to the project shall be submitted by Friday, October 20, 2017 by 4:00 p.m.

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

City of Con Formando

	City of Sail	City of Saff Fernando		
October 6, 2017	By:	Ying Kwan, P.E.		
		City Engineer		
	October 6, 2017	,	October 6, 2017 By: Ying Kwan, P.E.	

Sun 10/12/2017 10/19/2017

INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

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

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

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

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

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

5. <u>SIGNATURE OF CONTRACTOR</u>

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

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

6. BONDS

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

separate surety bond in an equal to one hundred percent (100%) of the contract price as security for the payment of all persons performing labor and furnishing materials in connection with this contract, as required by the terms of an Act entitled:

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

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

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

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

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

- P-1&2 Contractor's Proposal
- P-3 Bidder's Bond
- P-4 Contractor Information
- P-5 List of References
- P-6 List of Subcontractors
- P-7 Minority, Women, Small Business Enterprise Form
- P-8 Certificate of Secretary of Adoption of Resolution
- P-9 List of Subcontractors, Suppliers, & Vendors Contacted to Receive Prices in Preparation of Bid Proposal
- P-10 Non-Collusion Affidavit

PROPOSAL

CONTRACTOR'S PROPOSAL

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

HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL:

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

ANNUAL RESURFACING FY 2016-17 PROJECT NO. 7600, PLAN NO. P-725

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 **sixty (60)** working days after the commencement date stated in the Notice to Proceed. All work shall be performed in accordance with the Plans, Specifications, and Contract Documents, including the Special Provisions and Technical Provisions, for the prices set forth in the bid schedule.

Dated	Bidder	
	Signature	
	Name (Print/Type)	
	Title	

BID SCHEDULE

ANNUAL RESURFACING PROJECT FY 2016-17 PROJECT NO. 7600, PLAN NO. P-725

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
1	Cold mill 1.5" AC pavement	SF	216,000	\$	\$
2	Construct 1.5" ARHM overlay	TON	2,000	\$	\$
3	Remove and replace 8" thick PCC Spandrel	SF	1,600	\$	\$
4	Remove existing Sidewalk/Driveway approach and replace with 4" thick PCC Sidewalk	SF	12,000	\$	\$
5	Remove and replace variable height PCC curb	LF	70	\$	\$
6	Remove and replace 6" thick PCC driveway approach	SF	4,000	\$	\$
7	Construct PCC access ramp with truncated domes	EA	34	\$	\$
8	Remove and replace 8" thick PCC cross gutter	SF	700	\$	\$
9	Install traffic striping and pavement marking, and paint curb (red/green/yellow) including house numbers	LS	1	\$	\$
10	Adjust manhole frame and cover to grade	EA	15	\$	\$
11	Adjust water valve box frame and cover to grade	EA	13	\$	\$
12	Install Truncated Domes to Existing Access Ramp	EA	2	\$	\$
13	Re-establish Survey Monuments <u>per</u> <u>intersection (12 intersections)</u>	EA	12	\$	\$
14	Remove and replace existing curb and gutter to match existing (deletable item and Greenbook 25% increase/decrease will not apply)	LF	200	\$	\$
15	Remove and replace 8" thick AC pavement per direction of Project Manager/PW Engineering (deletable item and Greenbook 25%				
	increase/decrease will not apply)	SF	500	\$	\$
				BID TOTAL	\$

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

List of Addendum Receive	d:

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,as Surety, n Fernando in the sum of
and	as Surety,
are held and firmly bound unto the City of Sar	Fernando in the sum of
to be paid to the said City of its certain Attorn which sum well and truly made, we bind ou successors or assigns, jointly and severally, fir	ney, its successors and assigns; for the payment of urselves, our heirs, executors and administrators,
above bounden	
to construct	oved) datedis accepted
by the City of San Fernando, and if the about successors and assigns, shall duly enter into a shall execute and deliver the two bonds described from the date of the mailing of a notice to the	ove bounden his heirs, executors, administrators, and execute a contract for such construction, and ribed within ten (10) days (not including Sunday) above bounden
	se it shall be and remain in full force and virtue.
IN WITNESS WHEREOF, we hereunto s, 2017.	set our hands and seals thisday of
Principal	Surety
Ву	Ву
Its	Its
Ву	Ву
Its	Its
	owledged before Notary Publics, and a sufficiently and to verify the authority of any party signing on
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 () Coi	rporation ()		
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 OF PHICINECS
٥.	NAME OF CITY OR BUSINESSCONTACT 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:			
License No.:	Amount of Subcontract:		
DIR Registration Number:	Expiration Date:		
Name under which subcontractor is license	ed:		
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:			
Specific description of subcontract:			
	Amount of Subcontract:		
DIN Registration Number.	Expiration Date:		
Name under which subcontractor is license			
Name under which subcontractor is license	d:		
Name under which subcontractor is license Address of office, mill or shop:	d:		
Name under which subcontractor is license Address of office, mill or shop: Specific description of subcontract:	d:		
Name under which subcontractor is license Address of office, mill or shop: Specific description of subcontract: License No.:	rd:		

MINORITY, WOMEN, SMALL BUSINESS ENTERPRISES

	ESS NAME:ESS (P.O. BOX NOT ACCEPTABLE):
CITY,	STATE, ZIP CODE:
PHONI	STATE, ZIP CODE: CONTACT PERSON:
1.	MINORITY OWNED
	Composition of ownership (more than 50% of ownership of the organization): Please check one of the following:
	Black American Asian/Pacific American
	Native American Hispanic American Other ethnicity
2.	WOMEN OWNED More than 50% of this business is owned by women:
	Yes No
3.	SMALL BUSINESS ENTERPRISE This begins a service of the service of
	This business enterprise collects \$1,000,000 or less in gross revenue per year.
	Yes No
Does y	your firm intend to use subcontractors or independent contractors for this project?
	Yes No
If yes,	all others must fill out the bidder's application also.
Has th enterp	nis business been certified by any other agency as a minority/women owned rise or small business enterprise?
	Yes No
If yes,	please list name(s) and telephone number(s) of certifying agencies.
Is this	a joint venture proposal?
	Yes No

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 theday of, 2017 (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
, vice President and, 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 thisday of, 2017.
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 REPOSITIONE NO		
	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		
	TIEM OR TYPE OF WORK PROPOSED		
	PRICE OR AMOUNT \$		
5.	NAME & LOCATION OF BUSINESS		
	CONTACT PERSON AND PHONE NO		
	TIEM OR TYPE OF WORK PROPOSED		
	PRICE OR AMOUNT \$		
6.	NAME & LOCATION OF BUSINESS		
0.			
	CONTACT PERSON AND PHONE NO.		
	ITEM OR TYPE OF WORK PROPOSED		
	PRICE OR AMOUNT \$		

NON-COLLUSION AFFIDAVIT

ANNUAL RESURFACING FY 2017-18 PROJECT NO. 7600, PLAN NO. P-725

STATE OF CALIFORNIA)	
) SS COUNTY OF)	
,	
	,being first duly sworn, deposes and
says that he is	
(Sole o	owner, partner, president, secretary, etc.)
of	
person, partnership, company, association, or collusive or sham; that such bidder has not any bidder or anyone else to put in a sham bid, not in any manner, directly or indirectly, to fix the bid price of said bidder or of any othe price, or of that of any other bidder, or to secure anyone interested in the proposed contract; that bidder, or to secure an advantage against the proposed contract; that all statements contain directly or indirectly, submitted his bid price of information or data relative thereto, or paid corporation, partnership, company, association, or	bid is not made in the interest of or on behalf of any undisclosed rganization or corporation; that such bid is genuine and not directly or indirectly colluded, conspired, connived or agreed with or that anyone shall refrain from bidding; that said bidder has sought by agreement, communication or conference with anyone r bidder, or to fix any overhead, profit or cost element of such bid re an advantage against the public body awarding the contract or all statements contained in such bid price or of that of any other bublic body awarding the contract or anyone interested in the led in such bid are true; and, further, that said bidder has not, or any breakdown thereof, or the contents thereof, or divulged and will not pay any fee in connection therewith to any organization, bid depository, or to any member or agent thereof, or or persons as have a partnership or other financial interest with
Date	Bidder
	Authorized Signature
STATE OF CALIFORNIA) SS COUNTY OF)	Name (Print/Type)
COUNTY OF)	Title
0-	7 1-6
On, 201	17 before me,,
he/she/they executed the same in his/her/their au instrument, the person(s) or the entity upon beha	who proved to me on the basis of satisfactory re subscribed to the within instrument and acknowledge to me that uthorized capacity(ies), and that by his/her/their signature(s) on the If of which the person(s) acted, executed the instrument. laws of the State of California that the foregoing paragraph is true
	Signature of Notary Public

CONTRACT/ AGREEMENT



SAMPLE CONSTRUCTION CONTRACT/AGREEMENT

[CONTRACTOR'S NAME]

Annual Resurfacing Project FY 2016-17, Project No. 7600, Plan No. P-725

THIS AGREEMENT, made and entered into thisday of, 2017, by and between CITY OF SAN FERNANDO, a municipal corporation of the State of California, hereinafter referred to as "CITY" and"CONTRACTOR."
WITNESSETH:
That the CITY and the CONTRACTOR, for the consideration hereinafter named, mutually agree as follows:
1. The complete contract consists of the Contract Documents which includes all of the following documents incorporated herein by this reference: Approved Annual Resurfacing Project FY 2016-17, Project No. 7600, Plan No. P-725 , Notice Inviting Bids, Instructions to Bidders, Contractor's Proposal, Contract/Agreement, Special Provisions, Technical Provisions, and all modifications and amendments thereto.
2. CONTRACTOR shall perform everything required to be performed, shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the following work of improvement: Annual Resurfacing Project FY 2016-17, Project No. 7600, Plan No. P-725 (the "Work of Improvement") all in accordance with the Contract Documents and Contractor's Proposal dated
CONTRACTOR agrees to perform all the work and furnish all the materials at his own cost and expense necessary to construct and complete in a good and workman-like manner and to the satisfaction of the City Engineer of the CITY, the Work of Improvement in accordance with the plans, specifications, and Contract Documents (the "Specifications") therefore prepared by City's Engineering Department and adopted by the City Council.
3. CITY agrees to pay and CONTRACTOR agrees to accept in full payment for this Work of Improvement the stipulated sum of
(\$
CITY agrees to make monthly payments and final payment in accordance with the method set forth in the Specifications.
4 CONTRACTOR agrees to commence construction of the Work of Improvement within

ten (10) days after issuance of a Notice To Proceed, and to continue in a diligent and workmanlike manner without interruption, and to complete the construction thereof within **sixty (60)**

working days from the date the Notice to Proceed is issued.

CONSTRUCTION CONTRACT/AGREEMENT Annual Resurfacing Project FY 2016-17, Project No. 7600, Plan No. P-725 Page 2 of 4

- 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

CONSTRUCTION CONTRACT/AGREEMENT Annual Resurfacing Project FY 2016-17, Project No. 7600, Plan No. P-725 Page 3 of 4

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.

CONSTRUCTION CONTRACT/AGREEMENT Annual Resurfacing Project FY 2016-17, Project No. 7600, Plan No. P-725 Page 4 of 4

	CONTRACTOR
	ВУ
	ы
	Title
	BY
	Title
	Title
	CITY OF SAN FERNANDO
	A Municipal Corporation
	ALEXANDER P. MEYERHOFF
	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 FERNA	(\$)
for the payment of which sum well and truly to be administrators and successors, jointly and severally, firm	made, we bind ourselves, our heirs, executors,
The conditions of this obligation are such that wherea hereto, with the Owner dated	
NOW, THEREFORE, if the principal shall well and truly p terms, conditions and agreements of said contract duri thereof that may be granted by the Owner with or withor guaranty required under the contract, and shall also wel covenants, terms, conditions and agreements of any and that may hereafter be made, then this obligation shall full force and virtue.	ng the original term thereof, and any extensions out notice of the Surety, and during the life of any I and truly perform and fulfill all the undertakings, I all duly authorized modifications of said contract
Further, the said Surety, for value received, hereby stip time, alteration or modification of the contract docume shall in any way affect its obligations on this bond; a changes, extensions of time; and alterations or modified work to be performed thereunder.	ents or of the work to be performed thereunder and it hereby waives notice of any and all such cations of the contract documents and/or of the
IN WITNESS WHEREOF, the above bounden parties has seals theday ofcorporate seal of each corporate party being hereto a party's undersigned representative, pursuant to authority	, 2017, the name and affixed and these presents duly signed by each
	(Principal)
ATTEST:	(Address)
	(Ву)

	(Title)
ATTEST:	(Address)
	(Ву)
	(Title)
(To be filled in by Surety)	
Rate of premium on this bond is \$	per thousand.
Total amount of premium charge is \$	
Surety signatures on this bond must be acknowle attorney must be attached to the bond to verify the	edged before Notary Publics, and a sufficiently power of ne authority of any party signing on behalf of a surety.
All notices and demands to the surety shall be deli	ivered via first class mail to the following:

PAYMENT (LABOR AND MATERIAL) BOND

KNOW ALL MEN BY THESE PRESENTS: that we,	
as Principal, andas	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, exe administrators and successors, jointly and severally, firmly by these presents.	cutors,
The conditions of this obligation are such that whereas the Principal entered into a contract, a hereto, with the Owner datedfor	
	<u> </u>

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 seals theday o	parties have executed this instrument under their several f, 2017, the name and g hereto affixed and these presents duly signed by each
party's undersigned representative, pursuant t	g hereto affixed and these presents duly signed by each to authority of its governing body.
	(Duin sing I)
	(Principal)
ATTEST:	(Address)
	(, (d.3655)
	(By)
ATTEST:	(Address)
	(Addiess)
	(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 acknown attorney must be attached to the bond to verif	owledged before Notary Publics, and a sufficiently power of by the authority of any party signing on behalf of a surety.
All notices and demands to the surety shall be	

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, he unto CITY OF SAN FERNANDO as Obligee, hereinafter called	
	(\$
for the payment whereof Contractor and Surety bind the successors and assigns, jointly and severally, firmly by these	
WHEREAS,	as Contractor
has by written agreement dated	, 2017, entered into a contract with Owner
for Annual Resurfacing Project FY 2016-17, Project No. 7600,	Plan No. P-725 in accordance with Drawings and
Specifications contained in a written and executed contract, v and is hereinafter referred to as the Contract.	which contract is by reference made a part hereof

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

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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 partie the day of	es have executed this instrument under their several seals , 2017, the name and corporate seal of each
corporate party being hereto affixed and thes representative, pursuant to authority of its governing	, 2017, the name and corporate seal of each se presents duly signed by each party's undersigned g body.
	(Principal)
ATTEST:	(Address)
	(Ву)
ATTEST:	
	(Address)
	(Ву)
	(Title)
(To be filled in by Surety)	
Rate of premium on this bond is \$	per thousand.
Total amount of premium charge is \$	······································
Surety signatures on this bond must be acknowled attorney must be attached to the bond to verify the	edged before Notary Publics, and a sufficiently power of authority of any party signing on behalf of a surety.
All notices and demands to the surety shall be delive	ered via first class mail to the following:

GENERAL PROVISIONS

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 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

<u>Subsection 2-1 Award and Execution of the Contract</u>
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 2-9 Surveying

Add the following to the provisions of subsection 2-9.1, "Permanent Survey Markers":

The Contractor shall be responsible for the protection and preservation of existing, permanent survey monuments and benchmarks during construction. Damaged or lost monuments and bench marks shall be restored to existing condition by a Registered Civil Engineer or a Land Surveyor licensed by the State of California at no increase in cost to the City.

The Contractor, at its own expense, shall employ a qualified surveyor to perform all survey work required for the completion of the project as specified in the Plans and these Specifications, comply with the requirements as Section 8771 of the Land Surveyors Act as amended and submit the documents from the County Surveyor as proof of compliance to the City.

Unless otherwise specified, all costs for protection and re-establishment of survey markers shall be considered as included in the various related bid items and no additional compensation will be made therefor.

Add the following to the provisions of Subsection 2-9.2, "Surveying Service":

The Contractor shall be responsible for providing all survey service including, but not limited to,

survey control, construction, and cut sheets, as deemed necessary and to the satisfaction of the Engineer to complete the scope of work. Failure to provide any or all survey service shall be cause for the Engineer to issue a stoppage of work until such time as the survey service is provided. Any delay as a result of the work stoppage shal be at the Contractor's ole expense including any liquidated damages arising therefrom.

The line and grades for construction will be parallel to and offset from the position of the work. From the established lines and grades, the Contractor shall extend the necessary lines and grades for construction of the work and shall be responsible for the correctness of same.

Unless otherwise specified, all costs for surveying service shall be considered as included in the various related bid items and no additional compensation will be made therefor.

Subsection 2-10 Authority of Board and Engineer

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

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

Subsection 2-11 Inspection

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

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

SECTION 3 - CHANGES IN WORK

Subsection 3-3 Extra Work

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

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

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

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

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

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

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

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

Subsection 3-4 Changed Conditions

Add the following to the provisions of Subsection 3-4, "Changed Conditions":

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

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. <u>RESOLUTION OF DEFINED CLAIMS</u> Pursuant to Sections 20104 et seq., of the Public Contracts Code, the provisions of this Paragraph B shall apply to all "Defined Claims," as such term is defined in Paragraph A (i.e., claims that are in the amount of \$375,000 or less).

Filing and Response to Defined Claim

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

If the Defined Claim is <u>less than \$50,000</u>, the new Owner shall respond in writing to the Defined Claim within 45 days of its receipt; or the Owner may request in writing within 30 days of receipt of the Defined Claim any additional documentation supporting the

Defined Claim or relating to defenses or claims the Owner may have against the Contractor, and in such event the Owner's response shall be submitted to the Contractor within the later of 15 days after the receipt of the further documentation, or the time taken by the Contractor in producing the additional information.

If the Defined Claim is 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.

<u>Judicial Arbitration</u> If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Section 1141.10, <u>et seq.</u>, of the Code of Civil Procedure, notwithstanding Code of Civil Procedure Section 1141.11. The civil discovery procedures of Code of Civil Procedure Section 2016, <u>et seq.</u>, shall apply, consistent with the rules pertaining to judicial arbitration. In addition to the provisions of Code of Civil Procedure Section 1141.10, <u>et seq.</u>, (a) arbitrators shall, upon stipulation of the parties, be experienced in construction law, and (b) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees, also pay the attorneys fees on appeal of the other party.

<u>Interest on Award of Judgment</u> In any suit filed pursuant to Paragraph (G)3.2, the Owner shall pay interest at the legal rate on any arbitration award or judgment, which

interest shall begin to accrue on the date the suit is filed in a court of law.

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

Written Claim

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

Limitation Period

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

Arbitration

Except as provided to the contrary herein, arbitration of any claim other than a Defined Claim may be initiated by the Contractor and shall be conducted in accordance with the provisions of California Code of Civil Procedure Sections 1280, 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 3:30 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
- Labor Day
- Veterans Day

- Washington's Birthday
- Cesar Chavez's Birthday
- Memorial Day
- Independence Day

- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

Subsection 6-8 Completion and Acceptance

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

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

Subsection 6-9 Liquidated Damages

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

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

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

<u>Subsection 7-9 Protection and Restoration of Existing Improvements</u>

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.

The contractor shall be responsible for the protection and preservation of existing, permanent survey monuments and benchmarks during construction. Damaged or lost monuments and bench marks shall be restored to existing condition by a Registered Civil Engineer or a Land Surveyor licensed by the State of California at no additional cost to the City. Corner records shall be filed with the Los Angeles County Surveyor's Office and copies of the recorded corner records shall be provided to the City prior to the release of retention payment.

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.

TECHNICAL PROVISIONS

TECHNICAL SPECIFICATIONS

1.1 GENERAL REQUIREMENTS

All Conditions of the Contract apply to work of this Section.

In case of a conflicting statement between this section and other sections in the specifications or SSPWC, the terms in this Technical Specification shall prevail.

1.2 SCOPE OF WORK

1.2.1 This work includes furnishing labor, materials, tools, equipment, transportation and services required for complete and satisfactory construction of:

ANNUAL RESURFACING FY 2017-18

HARPS STREET – FIRST STREET TO FOURTH STREET
LIBRARY STREET – ORANGE GROVE AVENUE TO HARDING AVENUE
FERMOORE STREET – FOURTH STREET TO FIFTH STREET
N WORKMAN STREET – FOURTH STREET TO LIBRARY STREET
N HUNTINGTON STREET – FOURTH STREET TO LIBRARY STREET
NEWTON STREET – FOURTH STREET TO FIFTH STREET
PROJECT NO. 7600, PLAN NO. P-725

in accordance with the improvement Plans and Specifications prepared therefore by the City of San Fernando.

A. GENERAL NATURE OF WORK

The project consists of roadway resurfacing and concrete replacement. The work includes replacement of concrete curb, gutter, sidewalk, cross gutter, spandrel, and access ramp; rehabilitation of AC pavement section, cold milling of AC pavement; construction of ARHM overlay; adjustment to grade of water valve and manhole frame and cover; installation of traffic striping, signage and pavement marking including painting of house numbers; and miscellaneous appurtenant work.

B. PRE-CONSTRUCTION MEETING AND 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.

C. SWPPP BEST MANAGEMENT PRACTICES (BMPs)

General

The City of San Fernando is a co-permittee with 85 other cities in Los Angeles County under the National Pollutant Discharge Elimination System (NPDES) General Permit Number CA0061654 (CI 6948) issued by the Los Angeles Regional Water Quality Control Board. This section of the specifications contains recommended practices, called Storm Water Pollution Prevention (SWPP) BMP. All contractors for the City of San Fernando must follow these practices.

Best Management Practices

Measures to retain all sediments, construction-related wastes, spills, and residues on the construction site and keep them from entering any storm drains that lead, untreated, to the ocean must be employed. These measures are required to comply with federally mandated NPDES policy. As a minimum requirement under the permit, a list of BMPs must be utilized which include sediment control, site management and material and waste management. BMPs, however, will differ from one project to the next. It is our best opinion that the BMPs in **bold** highlight in the following table will apply to this project. These BMPs are included in the following pages.

Detailed Best Management Practices

1.	Dewatering Operations	4-3
2.	Paving Operations	4-5
3.	Material Delivery and Storage	4-9
4.	Hazardous Waste Management	4-17
	Contaminated Soil Management	
	Concrete Waste Management	
	Seeding and Planting	
8.	Mulching	5-16
9.	Geotextiles and Mats	5-19
10	. Dust Controls	5-25
11.	.Construction Road Stabilization	5-35
12.	.Stabilized Construction Entrance	5-37
13.	.Sand Bag Barrier	5-71
	.Storm Drain Inlet Protection	
	.Sediment Trap	
	.Sediment Basin	

(1) All of the Best Management Practices are taken from the California Storm Water Best Management Practice Handbooks.

1.3 SPECIFICATIONS AND APPENDICES

- 1.3.1 Improvement plans, which form a part of the Contract Documents, are included separately from these specifications.
- 1.3.2 Specifications which form a part of the Contract Documents consist of sections listed in the Table of Contents of these specifications.
- 1.3.3 Qualification of Standard Specifications: Wherever references are made in the Specifications to Standard Specifications or methods, reference shall be made to the <u>Standard Specifications for Public Works Construction</u>, 2015 Edition, as amended.

1.4 COORDINATION

The Contractors shall coordinate the work of the various trades and crafts to avoid possible interferences, duplication of work, or unfinished gaps and conflicts between operations. The various trades and crafts shall agree that, due to field conditions, minor departures from the improvement plans are bound to occur, and that such departures are self compensating so far as cost of additions or deductions are concerned. No claims for extras or time extensions will be allowed in connection with such minor changes due solely to field conditions.

1.5 CONSTRUCTION FORCE

It shall be construed that each subcontract is an integral part of the General Contract and the Contractor shall provide and maintain, in full operation, at all times during the performance of the contract, a sufficient crew of laborers, mechanics, and foremen to execute the work with dispatch. All construction related efforts and operations shall be continuous and sustained.

1.6 BID ITEM DESCRIPTIONS

BID ITEM NO. 1 – COLD MILL 1.5" DEPTH AC PAVEMENT.

Cold milling shall conform to the provisions of Section 302-5.2 of the Standard Specifications and shall be performed at locations and to depths indicated on the Plans. Cold milling shall be from outer edge of gutter to outer edge of gutter and shall extend from curb-return to curb-return of the designated areas. Transverse join lines at the curb returns shall be sawcut as specified in Subsection 300-1.3.2 of the Standard Specifications.

All materials to be removed as indicated on the Plans shall be disposed of outside of right-of-way as specified in Subsections 300-1.3.1 of the Standard Specifications.

Payment for BID ITEM NO. 1 – COLD MILL $1.5^{\prime\prime}$ DEPTH AC PAVEMENT shall be at the contract bid item price per square foot (SF) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

BID ITEM NO. 2 – CONSTRUCT 1.5" ARHM OVERLAY.

The work under this item consists of placing Asphalt Rubber Hot-Mix (ARHM) as shown on the Plans in accordance with the provisions of Section 302, "Asphalt Concrete Pavement," of the Standard Specifications.

Prior to placement of ARHM, the Contractor shall seal all cracks 3/8 inch and larger. Cracks shall be cleaned out with power router type equipment. The routed cracks shall then be filled with a latex emulsified asphalt sealant.

Paving shall be spread with a self-propelled mechanical spreading and finishing machine equipped with an automatic screed control 30 feet minimum in length.

Where asphalt concrete pavement is being constructed directly upon or against an existing hard pavement surface, or vertical asphalt concrete, or Portland Cement Concrete surface, a binder consisting of asphalt emulsion SS-1H diluted 50 percent with water shall be applied at a rate of 0.10 gallon per square yard. The Contractor shall furnish water for the rolling operation.

Payment for BID ITEM NO. $2-CONSTRUCT\ 1.5"$ ARHM OVERLAY shall be at the contract bid item price per ton (TON) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete in place, and accepted, including crack sealing.

BID ITEM NO. 3 - REMOVE AND REPLACE 8" THICK PCC SPANDREL.

Construction of PCC spandrel shall conform to the provisions of Section 303-5 of the Standard Specifications and to SPPWC Standard Plan 122-2. Concrete shall be Class 520-C-3250.

Payment for BID ITEM NO. 3 – REMOVE AND REPLACE 8" THICK PCC SPANDREL shall be at the contract bid item price per square foot (SF) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to do all the work involved

thereof, complete in place, and accepted, including removal of pavement necessary for forming the new spandrel and two (2) sack slurry backfill of the resulting one (1) foot wide pavement slots.

BID ITEM NO. 4 – REMOVE EXISTING SIDEWALK/DRIVEWAY APPROACH AND REPLACE WITH 4" THICK PCC SIDEWALK.

4" thick PCC sidewalk shall conform to the provisions of Section 303-5 of the Standard Specifications. PCC sidewalk/driveway approach shall be removed and reconstructed with 4" thick sidewalk in accordance with SPPWC Standard Plan 113-2, and to the dimensions given on the typical sections of the Plans. All removals shall be to the nearest existing score lines. Concrete shall be Class 520-C-2500.

Payment for BID ITEM NO. 4 – REMOVE AND REPLACE 4" PCC SIDEWALK/DRIVEWAY APPROACH shall be at the contract bid item price per square foot (SF) and shall include full compensation for all labor, materials, removal and disposal, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

BID ITEM NO. 5 - REMOVE AND REPLACE VARIABLE HEIGHT PCC CURB.

Removal of existing curb and replacing with variable curb height PCC curb, shall conform to the provisions of Section 303-5 of the Standard Specifications, SPPWC Standard Plan 120-2, Type A2-6, and the Plans. Concrete shall be Class 520-C-2500.

Payment for BID ITEM NO. 5 – REMOVE AND REPLACE VARIABLE HEIGHT PCC CURB shall be at the contract bid item price per linear foot (LF) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted, including additional one (1) foot wide pavement 8" thick (min.) cut to allow space for forms and two (2) sack slurry backfill of the resultant pavement slot.

BID ITEM NO. 6 - REMOVE AND REPLACE 6" THICK PCC DRIVE APPROACH.

Removal of existing drive approach and replacing with 6" thick PCC drive approach shall conform to the provisions of Section 303-5 of the Standard Specifications, SPPWC Standard Plan 110-2, the Plans and these Specifications.

Concrete shall be Class 520-C-2500.

Payment for BID ITEM NO. 6 - REMOVE AND REPLACE 6" THICK PCC DRIVE APPROACH

shall be at the contract bid item price per square foot (SF) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted, including additional one (1) foot wide pavement cut to allow space for forms and two (2) sack slurry backfill of the resultant pavement slot.

BID ITEM NO. 7 - CONSTRUCT PCC ACCESS RAMP WITH TRUNCATED DOME.

Remove existing and construct PCC Access Ramp shall conform to the provisions of Section 303-5 of the Standard Specifications, SPPWC Standard Plan 111-5, and the Plans. Concrete shall be Class 520-C-2500. Truncated dome (detectable/tactile warning surface truncated domes) shall be yellow and manufactured by Armor-Tile or equivalent and cast-in-place.

Payment for BID ITEM NO. 7 – CONSTRUCT PCC ACCESS RAMP WITH TRUNCATED DOME shall be at the contract bid item per each (EA) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete in place, and accepted including curb and gutter and one (1) foot wide pavement cut.

BID ITEM NO. 8 - REMOVE AND REPLACE 8" THICK PCC CROSS GUTTER.

Construction of PCC cross gutter shall conform to the provisions of Section 303-5 of the Standard Specifications and to SPPWC Standard Plan 122-2. Concrete shall be Class 520-C-3250.

Payment for BID ITEM NO. 8 – REMOVE AND REPLACE 8" THICK PCC CROSS GUTTER shall be at the contract bid item price per square foot (SF) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete in place, and accepted, including removal of pavement necessary for forming the new cross gutter and two (2) sack slurry backfill of the resulting one (1) foot wide pavement slots.

BID ITEM NO. 9 – INSTALL TRAFFIC STRIPING AND PAVEMENT MARKING AND PAINT EXISTING CURB (RED/GREEN/YELLOW) INCLUDING HOUSE NUMBERS.

The work under this item consists of painting temporary traffic stripe and marking or placing temporary overlay marker (TOM); repainting traffic striping, pavement marking and legend and existing curb (red/green/yellow) and house numbers; and replacing raised pavement marker per State of California Department of Transportation Standard Plans and Standard Specifications.

All work shall be performed in accordance with Sections 84 and 85 of the Caltrans Standard Specifications and Standard Plans, except as modified and supplemented below:

Paint for traffic striping, pavement marking, and legend shall be "Thermoplastic" per Section 84-2 of Caltrans Standard Specifications.

The same day of construction, after any resurfacing operation and before opening the travel way to the public, the Contractor shall either paint temporary traffic striping and marking or apply reflective TOM. If the Contractor elects to use TOM, the Contractor shall paint and complete traffic striping, marking, and legend within five (5) calendar days after completion of resurfacing operations on that street. No street shall be without the proper striping over a weekend.

If TOM is used, it shall be applied every 24 feet for lane line. Four (4) inch wide Type Y amber TOM's shall be applied to delineate centerlines and painted medians. Four (4) inch wide white TOM shall be applied to delineate lanes and stop bars. TOM shall not be applied through an intersection.

The provisions of Caltrans' Standard Specifications Section 84-1.02 "Control of Alignment and Layout" shall apply except as modified and supplemented below:

The Contractor shall perform all layout, alignment and spotting, which will consist of striping or control points spaced at 200 feet on tangents and 50-foot curves. The Contractor shall be responsible for the completeness and accuracy of all layout alignment and spotting. Traffic striping shall not vary more than 2 inch in 50 feet from the alignment shown in the Plans.

The provisions of Caltrans Standard Specifications Section 84-1.03 "Tolerances and Appearance" shall apply except as modified and supplemented below:

Drips, overspray, improper markings and paint material tracked by traffic shall be immediately removed from the pavement surface by methods approved by the Engineer.

The provisions of Caltrans Standard Specifications Section 84-1.04 "Protection from Damage" shall apply except as modified and supplemented below:

The Contractor shall protect his work until the paint is thoroughly dried. Painted traffic striping and pavement marking done under this Contract which are damaged or darkened as a result of wheel markings by public traffic and/or construction equipment, shall be repainted as specified by the Engineer at the sole expense of the Contractor and no additional compensation will be allowed therefor.

Where Fire Hydrants exist, the provisions of Caltrans Standard Specifications Section 85-1.02 "Type of Markers" shall apply except as modified and supplemented below:

Pavement marker shall conform to Type DB - Two-Way Blue Reflective Markers - and shall be installed whether or not shown on the Plans and as shown on Caltrans Standard Plan, Drawing A20A, Detail 9.

House Numbers shall match existing height and font. Numbers shall be in black paint with a white background. Contractor shall submit sample template before commencing work.

Payment for BID ITEM NO. 9 – INSTALL TRAFFIC STRIPING, SIGNAGE AND PAVEMENT MARKING INCLUDING HOUSE NUMBERS shall be at the contract bid item per lump sum (LS) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

BID ITEM NO. 10 - ADJUST SEWER MANHOLE FRAME AND COVER TO GRADE.

Adjust manhole frame and cover to grade shall conform with Sections 301-1.6, 302-5, and 302-5.8 of the Standard Specifications.

Payment for BID ITEM NO. 10 - ADJUST SEWER MANHOLE FRAME AND COVER TO GRADE shall be at the contract bid item per each (EA) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

BID ITEM NO. 11 - ADJUST WATER VALVE BOX FRAME AND COVER TO GRADE.

Adjust utility valve frame and cover to grade shall conform with Sections 301-1.6, 302-5, and 302-5.8 of the Standard Specifications.

Payment for BID ITEM NO. 11 - ADJUST WATER BOX VALVE FRAME AND COVER TO GRADE shall be at the contract bid item per each (EA) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

BID ITEM NO. 12 – INSTALL TRUNCATED DOMES TO EXISTING ACCESS RAMP.

Install truncated domes to existing access ramp. Truncated dome (detectable/tactile warning surface truncated domes) shall be yellow and manufactured by Armor-Tile or equivalent and cast-in-place.

Payment for BID ITEM NO. 12 – INSTALL TRUNCATED DOMES TO EXISTING ACCESS RAMP shall be at the contract bid item per each (EA) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

BID ITEM NO. 13 – RE-ESTABLISHMENT OF SURVEY MONUMENT

Prior to any construction activities, all monuments, centerline ties, and any other survey markers within the project limits shall be located and recorded by a State of California Licensed Land Surveyor. No work with be authorized until the Contractor submits the required documentation to the City. Upon completion of construction, conflicting monuments, centerline ties, and other survey markers obliterated during construction shall be replaced in-kind per section 309 of the SSPWC and per the California Professional Land Surveyor's Act, latest edition. Corner records for all applicable intersections shall be filed with the County of Los Angeles prior to and after construction activities with copies of recordings provided to the City. All work involved shall conform to the California Professional Land Surveyor's Act, latest edition.

Payment for BID ITEM NO. 13 – RE-ESTABLISHMENT OF SURVEY MONUMENT PER EACH INTERSECTION shall be at the contract bid item per each (EA) intersection and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to perform all operations involved with resetting obliterated monuments, centerline ties, and other survey markers. Work shall also include all work involved with filing corner records prior to and after construction in conformance with the California Professional Land Surveyor's Act, latest edition and County of Los Angeles requirements, and providing documentation of same to the City.

BID ITEM NO. 14 - REMOVE AND REPLACE EXISTING PCC CURB AND GUTTER TO MATCH EXISTING (DELETABLE ITEM AND GREENBOOK 25% INCREASE/DECREASE WILL NOT APPLY).

Removal of existing curb and gutter and replacing with variable curb height PCC curb and gutter, shall conform to the provisions of Section 303-5 of the Standard Specifications, SPPWC Standard Plan 120-1, Type A2-6, and the Plans. Concrete shall be Class 520-C-

2500.

Payment for BID ITEM NO. 1-REMOVE AND REPLACE EXISTING PCC CURB AND GUTTER TO MATCH EXISTING shall be at the contract bid item price per linear foot (LF) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted, including the additional pavement cut to allow space for forms and two (2) sack slurry backfill of the resultant pavement slot. Please note this is a deletable item and as such the City reserves the right to utilize any portion of the designated quantity without impacting the unit price.

BID ITEM NO. 15 - REMOVE DETERIORATED AC PAVEMENT AND REPLACE WITH 8" THICK AC PAVEMENT PER DIRECTION OF PROJECT MANAGER/PW ENGINEERING (DELETABLE ITEM AND GREENBOOK 25% INCREASE/DECREASE WILL NOT APPLY).

After the cold milling process for each traffic control phase is performed, the Contractor shall meet with the Engineer in the field to designate local soft areas and areas where the pavement condition is poor for complete or partial removal and replacement. The replacement of the removed areas shall be performed prior to opening the impacted area to traffic and moving on to the next phase of the traffic control plan.

All materials to be removed as indicated on the Plans or as directed by the Engineer shall be disposed of outside the right of way as specified in Subsection 300-1.3.1 of the Standard Specifications. Asphalt concrete pavement shall be removed to neatly sawed edges, and sawcuts shall be made to minimum depth of $1\frac{1}{2}$ inches as specified in Subsection $300\ 1.3.2$ of the Standard Specifications. All removed sections shall be replaced with asphalt concrete material consisting of B2-PG 64-10 class and grade, and shall conform to the provisions of Section 203 and Section 302 of the Standard Specifications.

Payment for BID ITEM NO.15 — REMOVE AND REPLACE DETERIORATED AC PAVEMENT AND REPLACE WITH 8" THICK AC PAVEMENT PER DIRECTION OF PROJECT MANAGER/PW ENGINEERING (DELETABLE ITEM) shall be at the contract bid item per ton (TON) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete in place, and accepted. Please note this is a deletable item and as such the City reserves the right to utilize any portion of the designated quantity without impacting the unit price.

L WORK SHALL BE DONE IN ACCORDANCE SAN FERNANDO REQUIREMENTS.

WITH

THE

CITY

JOB 7600, PLAN No.

WATER: PUBLIC UTILITIES WITHIN THE CITY OF SAN FERNANDO

STOCK PILING OF REMOVED MATERIAL WILL NOT BE ALLOWED IN OR AROUND THE PROJECT SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HAULING OFF ALL EXCESS MATERIALS GENERATED DURING THE CONSTRUCTION OF THIS PROJECT TO AN APPROVED DISPOSAL SITE.

PROJECT STATIONING REFERS TO THE CENTERLINE OF STREET.

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THE CONTRACTOR SHALL NOTIFY THE AGENCY'S CONSTRUCTION MANAGER, MANUEL FABIAN @ (818) 898-1243, A MINIMUM OF 5 WORKING DAYS PRIOR TO THE START OF CONSTRUCTION AND 48 HOURS IN ADVANCE OF INSPECTION REQUESTS.

PRECONSTRUCTION MEETING SHALL BE HELD A MINIMUM OF HOURS PRIOR TO COMMENCING WORK.

ALL WORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE AGENCY'S STANDARD PLANS, PROJECT PLANS, SPECIFICATIONS, AND CONTRACT DOCUMENTS. THE CONTRACTOR SHALL KEEP A COPY OF THIS INFORMATION ON THE JOBSITE.

THE CONTRACTOR SHALL TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN AND ANY OTHER UTILITIES NOT OF RECORD OR NOT SHOWN ON THESE PLANS.

REMOVAL OF ALL VEGETATION AND DEBRIS PRIOR TO GRADING IS REQUIRED.

ANY

NO EXCAVATION SHALL BE LEFT OPEN AFTER DAYLIGHT HOURS, EXCAVATIONS SHALL BE BACKFILLED AND PAVEMENT REPLACED OR BRIDGED WITH TRAFFIC RATED STEEL PLATES.

DUST SHALL BE CONTROLLED WITH WATER OR AS REQUIRED UNDER THE DIRECTION OF THE INSPECTOR.

TELEPH

SPECTRUM EMERGENCY CALLS 818 700 6500

CITY OF SAN FERNANDO POLICE DEF NON-EMERGENCY NUMBER 818 898 1267

PROVIDE 2" X 4" REDWOOD HEADERS AT PROPERTY LINES WHERE PROPOSED PAVEMENT IS CONSTRUCTED ADJACENT TO DIRT OR UNPAVED AREA, OR ADJACENT TO WOOD, METAL OR CHAIN LINE FENCE, SEE TYPICAL SECTION DETAIL.

JOIN NEW A.C. PAVEMENT TO EXISTING A.C. & CONC. PAVEMENT AT PROPERTY LINE. SAW-CUT AS NECESSARY PROVIDE TACK COAT.

THE SUBGRADE OF THE DRIVEWAY AND PARKING AREAS SHALL BE SCARIFIED, BROUGHT TO OPTIMUM MOISTURE CONTENT 90%. COMPACTION ACTIVITIES SHALL BE INSPECTED BY AGENCY PRIOR TO PLACING CRUSHED MISCELLANEOUS BASE AND CASTING OF CONCRETE.

CITY OF SAN FERNANDO 117 MACNEIL ST SAN FERNANDO, CA 91340 TONY SALAZAR OR DANNY G 818 898 1293

WASTEWATER: CITY OF SAN FERNANDO 117 MACNEIL ST SAN FERNANDO, CA 91340 DALE WARREN 818 898 1293

GAS: STRICITY:
SOUTHERN CALIFORNIA EDISON
EMERGENCY CALLS
800 611 1911 SOUTHERN CALIFORNIA GAS COMPA EMERGENCY CALLS 800 427 2200

AN AGENCY APPROVED TRAFFIC CONTROL PLAN PER LATEST EDITION OF THE WATCH HANDBOOK SHALL BE SECURED 48 HOURS PRIOR TO CONSTRUCTION.

INSTALL TAR PAPER AROUND POWER POLES PRIOR TO LAYING A.C. PAVEMENT IN ALLIES.

CONTRACTOR WORK SHALL BE 7:00 AM TO 4:00 PM MONDAY THRU FRIDAY, EXCLUDING HOLIDAYS, UNLESS OTHERWISE ACCEPTED BY THE CITY. ALL WORK WITHIN VEHICULAR TRAFFIC LANES SHALL BE LIMITED TO 9:00 AM AND 3:00 PM

SHEET NO. LIST OF DRAWINGS DESCRIPTION

- Title Sheet Harps Street First Street to Fourth Street Newton Street Fourth Street to Fifth Street
- Library Street Harding Avenue to Orange Grove Avenue Fermoore Street Fourth Street to Fifth Street N. Huntington Street Fourth Street to Library Street N. Workman Street Fourth Street to Library Street

CONSTRUCTION NOTES

Q

LIGHT POLE

GAS LINE

GAS V

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GAS VALVE

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WATER MAIN LINE

W W

WATER METER WATER VALVE

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FIRE HYDRANT

SDMH O

TSB
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OV
O

T---

GAS METER

TRAFFIC SIGNAL BOX

STORM DRAIN MANHOLE

OIL VALVE TRAFFIC SIGNAL

PULL BOX

LOOP DETECTORS

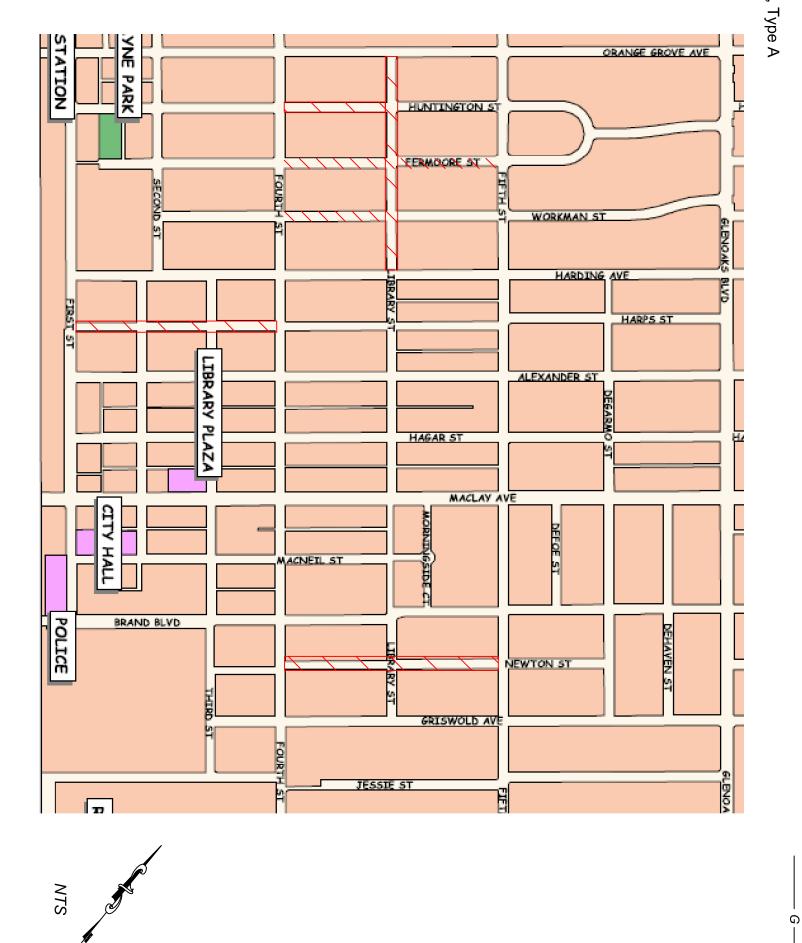
SIGN

POWER POLE

SEWER MANHOLE SEWER MAIN LINE

STREET LIGHT

① Cold Mill 1.5" AC Pavement
② Construct 1.5" thick ARHM Overlay.
③ Remove and Replace 8" thick PCC Spandrel
④ Remove and Replace 8" thick PCC Spandrel
④ Remove Existing SIdewalk/Drive Approach and Replace 4" thick PCC Sidewalk
⑤ Remove and Replace Curb per SPPWC Standard Plan 120-2
⑥ Remove and Replace 6" thick PCC Drive Approach per SPPWC Standard Plan 110-2, Type
⑦ Remove Existing Sidewalk/Ramp and Construct Curb Ramp with Truncated Dome
⑧ Remove and Replace 8" thick Cross Gutter per SPPWC Standard Plan122-2
⑨ Provide Traffic Striping, Pavement Marking or Signage as Indicated and
Replace Fire Hydrant Reflective Pavement Marker
⑩ Adjust Sewer Manhole to Grade
⑪ Adjust Water Gate Valve to Grade
⑫ Install Truncated Domes to Existing Ramp



PROJECT LOCATIONS

IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO CALL THE USA UNDERGROUND ALERT FOR LOCATION OF EXISTING UNDERGROUND UTILITIES NO LESS THAN TWO DAYS NOR MORE THAN SEVEN DAYS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL ASSUME SOLE RESPONSIBILITY FOR ANY DAMAGE DONE TO EXISTING UTILITIES OR STREET IMPROVEMENTS INCLUDING CONCRETE/LANDSCAPING DURING CONSTRUCTION. UNDERGROUND SERVICE **ALERT**

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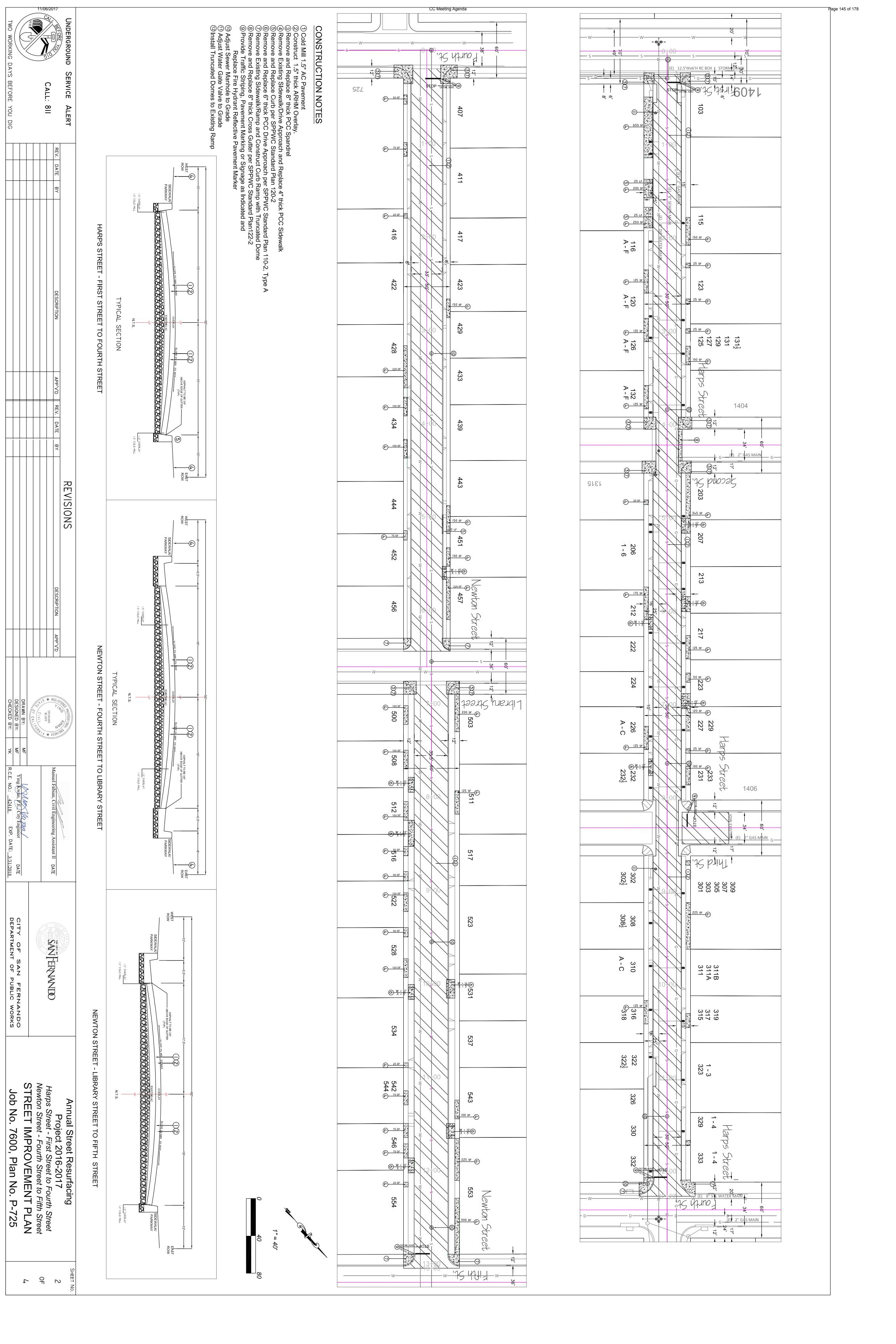
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\square R.C.E. NO.: 42418 EXP. DATE: $3/31/18$	Ying Kwan, P.E., City Engineer	Many Jang	APPROVED BY:	Manuel Fabían, Civil Engineering Assistant II DAT	
31/18	DATE			DATE	

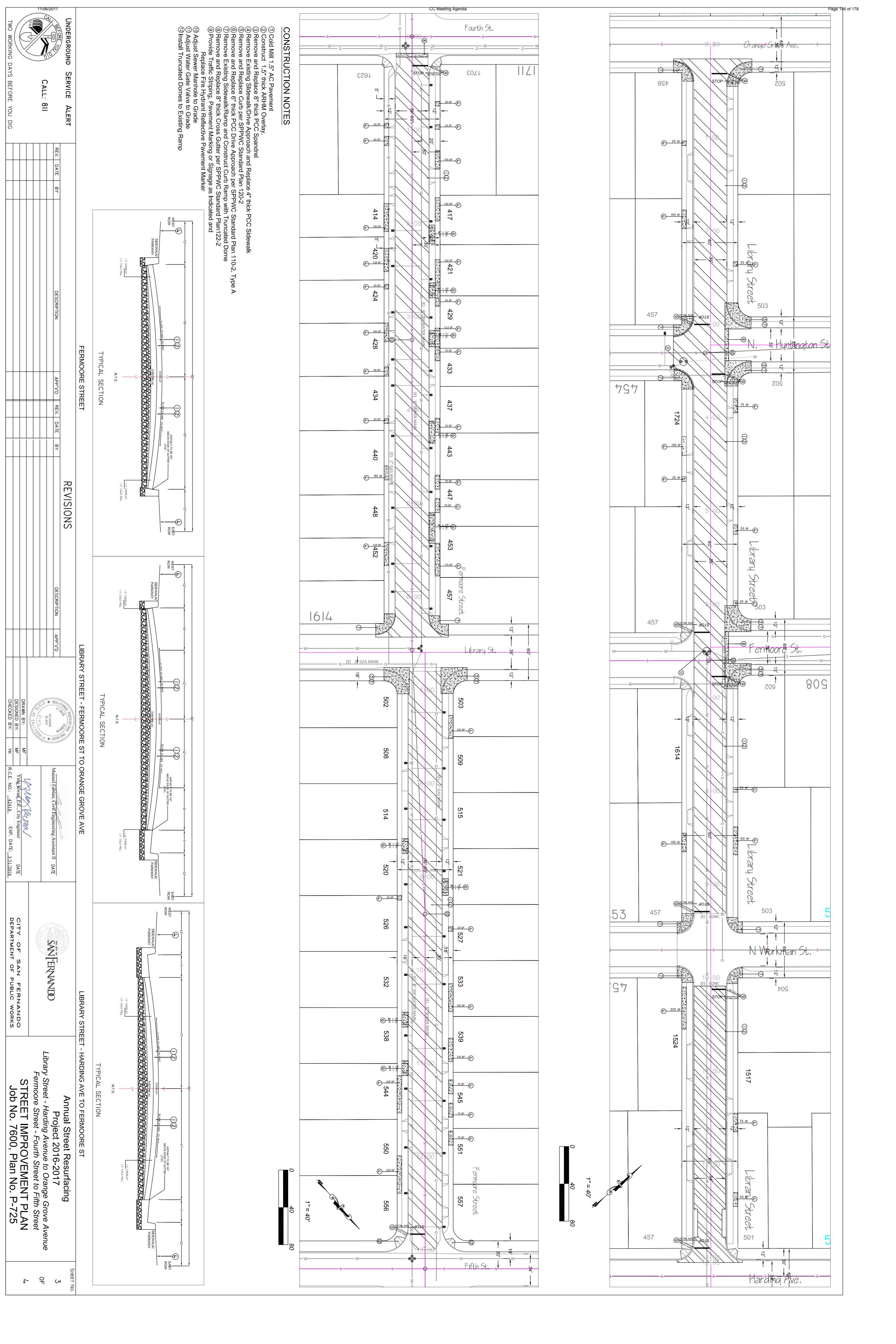
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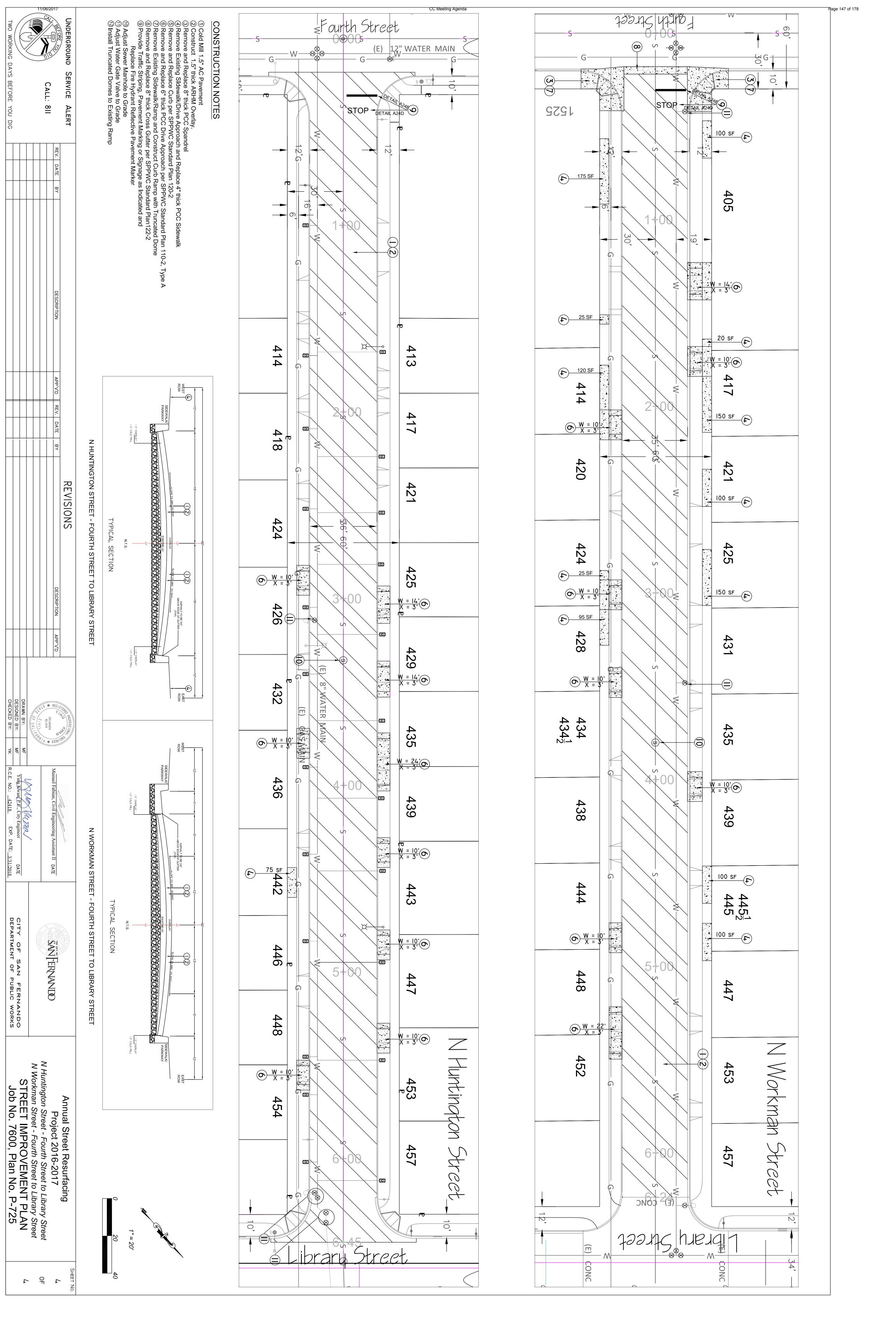
Job No. 7600. F	TMENT OF PUBLIC WORKS
Project 201	SAN FERNANDO

7

SHEET No.







CONSTRUCTION CONTRACT/AGREEMENT

TORO ENTERPRISES, INC.

Annual Resurfacing Project FY 2016-17, Project No. 7600, Plan No. P-725

THIS AGREEMENT, made and entered into this 6th day of November, 2017, by and between CITY OF SAN FERNANDO, a municipal corporation of the State of California, hereinafter referred to as "CITY" and Toro Enterprises, Incorporated "CONTRACTOR."

WITNESSETH:

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

- 1. The complete contract consists of the Contract Documents which includes all of the following documents incorporated herein by this reference: Approved <u>Annual Resurfacing Project FY 2016-17, Project No. 7600, Plan No. P-725</u>, Notice Inviting Bids, Instructions to Bidders, Contractor's Proposal, Contract/Agreement, Special Provisions, Technical Provisions, and all modifications and amendments thereto.
- 2. CONTRACTOR shall perform everything required to be performed, shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the following work of improvement: **Annual Resurfacing Project FY 2016-17, Project No. 7600, Plan No. P-725** (the "Work of Improvement") all in accordance with the Contract Documents and Contractor's Proposal dated 10/20/17.

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

3. CITY agrees to pay and CONTRACTOR agrees to accept in full payment for this Work the stipulated sum of FIVE HUNDRED SEVENTY THREE THOUSAND – TWO HUNDRED SEVENTY FIVE DOLLARS (\$573,275.00).

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-

CONSTRUCTION CONTRACT/AGREEMENT Annual Resurfacing Project FY 2016-17, Project No. 7600, Plan No. P-725

Page 2 of 4

like manner without interruption, and to complete the construction thereof within forty-five (45) 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.

CONSTRUCTION CONTRACT/AGREEMENT Annual Resurfacing Project FY 2016-17, Project No. 7600, Plan No. P-725

Page 3 of 4

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,

CONSTRUCTION CONTRACT/AGREEMENT

Annual Resurfacing Project FY 2016-17, Project No. 7600, Plan No. P-725

Page 4 of 4

CITV.

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

CIII	•	CONTRACTOR.		
City of San Fernando		Toro Enterprises, Inc.		
Ву:	Alexander P. Meyerhoff, City Manager	By: Name:		
ATT	EST			
Ву:				
	Elena G. Chavez, City Clerk			
APP	ROVED AS TO FORM			
Ву:				
	Richard Padilla, Assistant City Attorney			



AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Alexander P. Meyerhoff, City Manager

By: Nick Kimball, Finance Director

Date: November 6, 2017

Subject: Consideration to Approve the Mayor's Proposed Appointment of the City

Manager to the City's Vacant Position on the Oversight Board to the Successor

Agency to the San Fernando Redevelopment Agency

RECOMMENDATION:

It is recommended that the City Council approve the Mayor's proposed appointment of City Manager Alexander P. Meyerhoff to the City's vacant position on the Oversight Board to the Successor Agency to the San Fernando Redevelopment Agency pursuant to Health and Safety Code Section 34179(a)(2) and confirm the appointment of Senior Accountant Sonia Gomez-Garcia pursuant to Health and Safety Code Section 34179(7).

BACKGROUND:

- 1. Pursuant to State Redevelopment Dissolution Law (Health and Safety Code Section 34179), each Successor Agency to a former Redevelopment Agency shall have an Oversight Board composed of seven members. The members must elect one of their members as the chairperson and shall report the name of the chairperson and other members to the Department of Finance on or before May 1, 2012. The Governor may appoint individuals to fill any Oversight Board member position that has not been filled by May 15, 2012, or any member position that remains vacant for more than 60 days.
- On April 2, 2012, the City Council approved the Mayor's appointment of Assistant Planner Edgar Arroyo and City Planner Fred Ramirez to the two City-allotted positions on the sevenmember Oversight Board to the Successor Agency to the San Fernando Redevelopment Agency ("Oversight Board") pursuant to Health and Safety Code Section 34179(a)(2) and 34179(7), respectively.
- 3. On February 11, 2014, Assistant Planner Edgar Arroyo resigned from the City to pursue a new position with another municipality.

ADMINISTRATION DEPARTMENT

117 MACNEIL STREET, SAN FERNANDO, CA 91340

(818) 898-1202

WWW.SFCITY.ORG

Consideration to Approve the Mayor's Proposed Appointment of the City Manager to the City's Vacant Position on the Oversight Board to the Successor Agency to the San Fernando Redevelopment Agency

Page 2 of 2

- 4. On March 17, 2014, the City Council approved the Mayor's appointment of Junior Accountant Sonia Gomez-Garcia to replace Mr. Arroyo as one of the City's two representatives on the Oversight Board.
- 5. On March 1, 2017, Community Development Director Fred Ramirez resigned from the City to pursue a position at another municipality. The Oversight Board position held by Mr. Ramirez has been vacant since his resignation.

ANALYSIS:

Although wind-down of the former San Fernando Redevelopment Agency is nearing completion and Oversight Board duties are expected to be transferred to a regional Oversight Board beginning July 1, 2018, there are still a number of actions, including approval of a final ROPS, that will require San Fernando Oversight Board approval. It is prudent for the City to appoint a representative to the vacant position to ensure the City has proper input. Therefore, staff recommends appointing City Manager Meyerhoff to the vacant at-large position pursuant to HSC 34179(a)(2) and confirm the appointment of Senior Accountant Sonia Gomez-Garcia pursuant to HSC 34179(7).

BUDGET IMPACT:

There is no budget impact associated with appointing the City Manager to the Oversight Board.

CONCLUSION:

The appointment of City Manager Meyerhoff to represent the Mayor's selection of a member at-large to the Oversight Board to the Successor Agency of the San Fernando Redevelopment Agency will fill the vacant position while ensuring the City has proper representation on the on the seven-member Oversight Board.





AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Elena G. Chávez, City Clerk

By: San Fernando Education Commission

Date: November 6, 2017

Subject: Consideration to Approve Use of City Letterhead for a Letter Inviting Local School

Principals to a Brunch Event in January 2018

RECOMMENDATION:

It is recommended that the City Council allow the Education Commission to use City letterhead for a letter inviting local school principals to a brunch event in January 2018 (Attachment "A").

BACKGROUND:

Over the past couple of years, the Education Commission has been discussing their goals and priorities to increase student achievement. Since various schools within the City share the same families, one of their goals was to host a principals' brunch to bring together principals from public, private, and charter schools for a brief morning meet and greet (i.e., network, share ideas, and problem solve). In addition, City staff would be present to introduce the many resources available in the community.

BUDGET IMPACT:

There is no budget impact associated with the use of the City letterhead.

ATTACHMENT:

A. San Fernando Education Commission Letter to Local Principals

CITY CLERK DEPARTMENT

SAN FERNANDO

ATTACHMENT "A"

CITY COUNCIL

December ____ , 2017

Mayor Sylvia Ballin

VICE MAYOR ANTONIO LOPEZ

COUNCILMEMBER
ROBERT C. GONZALES

Councilmember Joel Fajardo

COUNCILMEMBER JAIME SOTO

Greetings from the City of San Fernando Education Commission. We trust you are enjoying a productive and fulfilling school year. You are receiving this invitation because you are a school principal in the City of San Fernando. Within the city boundaries of approximately two square miles, we have eight (8) Pre-K schools, seven (7) elementary schools, three (3) middle schools, and five (5) high schools, with a total of twenty-three (23) charter, private, and public schools.

As we continually consider ways in which the Education Commission can best serve the community, reaching out and bringing together all the administrators from schools within the City is an obvious first step. Our goal is to provide a session of networking, present services available from the City, and discuss how to support our families as our students transition from school to school. There will be an opportunity to meet the City of San Fernando Mayor, Councilmembers, City Manager, Police Chief, Finance Director, and other City representatives.

You are cordially invited to a City of San Fernando Education Commission Principals' Brunch:

Date: Friday, January 26, 2018

Time: 10:00 am -11:00 am (Brunch will be available at 9:30 am)

Place: San Fernando Regional Pool Facility (Community Room/Banquet Hall)

300 Park Avenue

San Fernando, CA 91340

We understand how difficult it is for you to leave your campuses and we appreciate the many responsibilities before you each day; however, we believe this effort will enhance and strengthen our community schools and give you valuable information. As it has been said, "communities are as strong as their schools", and the Education Commission embraces this belief. We look forward to your participation at this event and encourage you to bring your business cards to exchange with the other principals.

EDUCATION COMMISSION

117 Macneil Street San Fernando California 91340 You may RSVP by calling 818/898-1204 or emailing sfeducom@sfcity.org. Please provide the following: attendee's name, email, and the number of students enrolled at your school.

(818) 898-1204

WWW.SFCITY.ORG

PRINCIPAL San Fernando Education Commission Principals' Brunch – January 2018 Page 2 of 2	
We look forward to meeting you!	

City of San Fernando Education Commission

Sincerely,

Signature Angel Zobel-Rodriguez Chair		<i>Signature</i> Danitza Pantoja Vice Chair		
Olivia Robledo Commissioner	David Govea Commissioner		Michael Remenih Commissioner	





AGENDA REPORT

To: Vice Mayor Antonio Lopez and Councilmembers

From: Mayor Sylvia Ballin

Date: November 6, 2017

Subject: Consideration to Approve Use of City Letterhead for a Thank You Letter to

Senator John McCain

RECOMMENDATION:

I am requesting approval to use City letterhead to send a thank you letter to Senator John McCain for his service to the country.

BUDGET IMPACT:

There is no budget impact associated with the use of the City letterhead.

CITY COUNCIL

REVIEW:

117 MACNEIL STREET, SAN FERNANDO, CA 91340

(818) 898-1201

WWW.SFCITY.ORG





AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Councilmember Robert C. Gonzales

Date: November 6, 2017

Subject: Consideration of the San Fernando Beautification Project

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve use of the City Seal for the San Fernando Beautification Project event promotional print material pursuant to City Council Resolution No. 6904 (Attachment "A"); and
- b. Authorize staff time to help organize the event.

BACKGROUND/ANALYSIS

On October 10, 2015, I organized the first San Fernando Beautification Project, which included organized repainting of several bus benches and trash containers (Attachment "B") in the City, as well as a clean-up of the Mission City Trail (bike path from Hubbard Street to Wolfskill Street) by volunteers. I have tentatively scheduled the next San Fernando Beautification Project for November 19, 2017.

Bus Benches and Trash Containers

Several bus benches and trash containers located within the City are concrete with recessed (and filled with blue paint) lettering and design. Throughout the years and due to power washing, the paint on several of the benches has faded.

Mission City Trail

The Mission City Trail is generally maintained by the Public Works Department (i.e., landscape is cutback for safety purposes, lighting is functional, graffiti removal); however, there is an ongoing a need for weed abatement and trash removal.

CITY COUNCIL

Consideration of the San Fernando Beautification Project

Page 2 of 2

BUDGET IMPACT:

To be determined by scope/extent of staff involvement. A majority of the project will be done by volunteers. The cost of the project (i.e., paint, supplies, refreshments) will be funded through my Community Investment Fund.

ATTACHMENTS:

- A. Resolution No. 6904
- B. Bus Bench/Trash Container Locations

ATTACHMENT "A"

RESOLUTION NO. 6904

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, AMENDING THE STANDARD MANAGEMENT PROCEDURE REGARDING USE OF CITY SEAL

WHEREAS, the City Council adopted a standard management procedure for the use of the City seal on August 3, 1987.

WHEREAS, the City Council desires to revise the procedure to limit the use of the City seal, as provided in this resolution.

WHEREAS, it shall be City policy that the City seal, as described in Municipal Code Section 1-13, shall only be used as provided in this policy. The purpose of this policy is to:

- A. Ensure that the City seal is not used for inappropriate events and affairs.
- B. Control use of the City seal so as to prevent unauthorized use, which could imply City participation, support, or sponsorship in commercial, political, or non-City events.

THE CITY COUNCIL OF THE CITY OF SAN FERNANDO HEREBY FINDS AND RESOLVES:

The City has designated an official seal, which serves to identify City involvement in some manner. Typically, the seal is used on City stationary, City vehicles, brochures and other information. It is important that some guidelines be followed so that the seal be used in an appropriate manner. Therefore, the following guidelines shall be followed pertaining to the City seal:

- 1. The City seal may be used on all City related literature, material, vehicles, etc., and for City sponsored or co-sponsored functions and events.
- 2. The City seal may be used on t-shirts, hats, calendars and other like material when sponsored by the City upon approval of the City Administrator.
- 3. The City seal may not be used by organizations other than the City without prior approval of a majority of the City Council.
- 4. The City seal may not be used for political or commercial purposes.
- 5. In cases where it is unclear whether a proposed use of the seal is appropriate, three members of the City Council must approve the use as a scheduled item on a City Council agenda.

720626-1 1

PASSED, APPROVED and ADOPTED this 5th day of May, 2003.

ATTEST:

Elena G. Chávez, City Clerk

APPROVED AS TO FORM:

Michael Estrada, City Attorney

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

I, Elena G. Chávez, City Clerk of the City of San Fernando, do hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of San Fernando and signed by the Mayor of the City of San Fernando at a regular meeting held on the 5th day of May, 2003; and that the same was passed by the following vote:

AYES:

Hernández, De La Torre, Veres, Ruelas, Martinez - 5

NOES:

None

ABSENT:

None

Cuna H Unavez Elena G. Chávez, City Clerk

ATTACHMENT "B"

SAN FERNANDO BEAUTIFICATION BUS BENCH/ TRASH CONTAINER LOCATIONS

BUS BENCH/ TRASH CONTAINER LOCATIONS								
QUANTITY	STREET	CORNER						
3	First Street/ Hubbard Truman/ Hubbard Truman/ Meyer	N/W N/E N/W	(heading SB) (heading WB) (heading EB)					
4	Hollister/ SF Mission Hollister/ SF Mission Kewen/ SF Mission Kewen/ SF Mission	N/W S/E S/W S/E	(heading SB) (heading NB) (heading SB) (heading NB)					
2	Truman (near Shoe Hut) Truman (near Pep Boys)		(heading WB) (heading EB)					
2	Brand / Hollister Brand/ Hollister	S/E S/W	(heading WB) (heading SB)					
1	Truman (near Just Tires) RPORA		(heading WB)					
2	Glenoaks/ Arroyo Glenoaks/ Griswold	S/E S/W	(heading EB) (heading EB)					
3	Seventh/ Maclay Seventh/ Harding Seventh/ Orange Grove	N/W S/W S/W	(heading WB) (heading EB) (heading EB)					



AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Councilmember Joel Fajardo

Date: November 6, 2017

Subject: Consideration to Appoint Alternate Representatives to the San Fernando Valley

Council of Governments

RECOMMENDATION:

It is recommended that the City Council:

- a. Appoint a City Councilmember, City Manager Alexander P. Meyerhoff, and Finance Director Nick Kimball to serve as San Fernando Valley Council of Government (SFVCOG) Alternate Board Representatives; and
- b. Direct the City Clerk to notify the SFVCOG Chair of the Alternate Board Representative appointments.

BACKGROUND:

- In 2010, the SFVCOG, a joint powers authority, was established to engage in cooperative local and regional planning and the coordination of government services and responsibilities so as to assist the member cities in the conduct of their affairs; to conduct studies and projects designed to improve and coordinate the common governmental responsibilities and services on a Valley Area and regional basis; and to coordinate implementation programming.
- 2. On January 27, 2010, the City Council approved a Joint Powers Agreement (JPA) (Contract No. 1633) becoming a member city of the SFVCOG, along with other eligible public entities (i.e., County of Los Angeles and cities of Burbank, Calabasas, Glendale, Hidden Hills, Los Angeles, and Santa Clarita).
- 3. Pursuant to Section 6. Creation of Board of Directors, Subsection A. Designation of Board Representatives, each member city shall designate one Board Representative from their City Council.

CITY COUNCIL

Consideration to Appoint Alternate Representatives to the San Fernando Valley Council of Governments

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4. On May 1, 2017, the City Council approved Mayor Ballin's recommended appointments to the City Council Liaison Assignments for 2017-2017, which included appointing Councilmember Joel Fajardo as the SFVCOG Board Representative.

ANALYSIS:

Each member city serves as an advocate at the regional, state and federal levels on issues of importance to the greater San Fernando Valley region of Los Angeles County. In order to vote at Board of Director meetings, the City Council must designate a Board Representative, and may also appoint Alternate Board Representatives in the event that the designated Board Representative is unable to attend Board of Director meetings.

Consistent with the SFVCOG JPA, for each Board Representative designated, one of more of their council/board members or full-time staff members of the member cities or the County Board of Supervisors shall be designated as alternative representative(s) to the SFVCOG Board of Directors pursuant to the member city's own procedures.

To be eligible to serve as a Board Representative, individuals must at all times during their tenure be a member of the legislative body of the appointing jurisdiction; or in the case of an Alternate Board Representative, individuals must be a member of the legislative body or full-time staff member of the appointing jurisdiction.

BUDGET IMPACT:

There is no budget impact associated with appointing Alternate Board Representatives to the SFVCOG.

CONCLUSION:

Staff recommends that the City Council appoint a City Councilmember, City Manager Meyerhoff, and the Finance Director Kimball to serve as Alternate Board Representatives so the City will have consistent and appropriate representation at the SFVCOG meetings.