

California Uniform Construction Cost Accounting Commission

Meeting Agenda

Friday, January 13, 2023

10:00AM – 2:00PM

[Click here to join the meeting](#)

Teleconference Number (Audio Only)
916-318-8201 (United States (Sacramento))
Phone Conference ID: 100 553 247#

Locations

California State Controller's Office
300 Capitol Mall
6th Floor, Terrace Room
Sacramento, CA 95814

El Cajon Parks Division
1050 Vernon Way
El Cajon, CA 92020

JW Marriot
900 W Olympic Blvd
Los Angeles, CA 90015

Name	Position	Representing
John Nunan, Chair	Consultant	<i>General Contractors</i>
Leeann Errotabere, Vice Chair	Director of Purchasing	Clovis Unified School District <i>School Districts</i>
Nathaniel Holt, Secretary	Chief Facilities Officer & Bond Program Manager	Compton Unified School District <i>School Districts</i>
Eddie Bernacchi	President	National Electrical Contractors Association – Politico Group <i>Subcontractors</i>
Will Clemens	General Manager	Oceano Community Services District <i>Special Districts</i>
Johannes Hoevertsz	Director of Transportation and Public Works	County of Sonoma <i>Counties</i>

Name	Position	Representing
Mike James	Assistant City Manager & Public Works Direct	City of El Cajon <i>Cities</i>
Chuck Poss	President	Earth Construction and Mining <i>Subcontractors</i>
Hertz Ramirez	Business Manager	Laborers' International Union of North America <i>Labor</i>
Chad D. Rinde	Chief Financial Officer	County of Yolo <i>Counties</i>
Jeremy Smith	Deputy Legislative Director	State Building and Construction Trade Council <i>Labor</i>
Mary Teichert	Chief Operating Officer	Teichert Construction <i>Contractors State License Board</i>
Jennifer Wakeman	Assistant Administrative Services Director / Financial Services Manager	City of Lafayette <i>Cities</i>
Peter Worhunsky	President & CEO	Live Oak Infrastructure Group <i>General Contractors</i>

Name	Position	Representing
Brett Haynes	Staff Counsel	State Controller's Office (SCO) <i>Legal Office</i>
Sandeep Singh	Manager	SCO <i>Local Government Policy Section</i>
Jia (Jenny) Liu	Supervisor	SCO <i>Local Government Policy Section</i>
Daniel Basso	Policy Analyst	SCO <i>Local Government Policy Section</i>

Meeting Agenda

- 1. Call to Order**
- 2. Introductions**
- 3. Approval of the Minutes (Refer to attachment 3A)**
 - A. Minutes for meeting held September 9, 2022
- 4. Commission Updates (Refer to attachments 4A, 4B, and 4C)**
 - A. Participating agencies
 - I. New
 - II. Withdrawing
 - B. Funding update
 - C. Inquiry update
- 5. Public Comments**
- 6. Staff Comments/Requests**
 - A. Form 700 due by April 1, 2023
 - B. SCO Staff will reach out to Commissioners 90 days before terms expire
- 7. Reports of Officers**
 - A. Chair
 - B. Vice Chair
 - C. Secretary
- 8. Committee Reports**
 - A. CUCCAC Manual
 - I. Proposed changes – Legislative updates
 - II. Proposed changes – Non-Legislative updates
- 9. Commissioner Comments/Requests**
- 10. Old Business (Refer to attachments 10A and 10B)**
 - A. Accounting Review – Tuolumne County
 - B. Accounting Review – Lancaster School District
 - C. Increasing the Current Bid Threshold Amounts Discussion
- 11. New Business (Refer to attachments 11A and 11B)**
 - A. Accounting Review – City of Claremont
 - B. 2022 Report to California State Legislature
 - C. CUPCCAA and Change Orders Discussion
- 12. Next Meeting**
- 13. Adjournment**

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Participating Remotely

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Hertz Ramirez	Business Manager	Laborers' International Union of North America <i>Labor</i>
Peter Worhunsky	President & CEO	Live Oak Infrastructure Group <i>General Contractors</i>

If you would like further information regarding this meeting or require special accommodations for attending this meeting, please contact:

State Controller's Office
Local Government Policy Section
LocalGovPolicy@sco.ca.gov

California Uniform Construction Cost Accounting Commission Minutes of Friday, September 9, 2022

The following minutes are not official and are subject to change until approved by the California Uniform Construction Cost Accounting Commission (Commission) at a subsequent public meeting.

1. **Call to order**

Chair John Nunan called the meeting to order at 10:03 AM

Present: John Nunan, Chad D. Rinde, Johannes Hoevertsz, Nathaniel Holt and Will Clemens

Via Teleconference: Chuck Poss, Jennifer Wakeman, Jeremy Smith, Leeann Errotabere, Mike James and Peter Worhunsky

Excused Absences: Eddie Bernacchi, Hertz Ramirez and Mary Teichert

State Controller's Office: Brett Haynes, Jenny Liu, Daniel Basso and Sheirlyn Singh

2. **Introductions**

Sheirlyn Singh from the State Controller's Office (SCO) conducted roll call.

3. **Approval of the Minutes**

A. Meeting held on May 6, 2022

There were no comments from the Commission or the public.

Commissioner Rinde motioned to approve the meeting minutes of May 6, 2022 without any changes. Commissioner Clemens seconded the motion. The motion passed on a roll call vote with seven yays, zero nays, and four abstentions.

4. **Commission Updates**

A. Oath of Office

Chair Nunan informed the Commission that there are two new Commissioners. First, he administered the Oath of Office to Jennifer Wakeman, who was appointed to a three-year term representing cities that began on August 26, 2022. Second, Chair Nunan administered the Oath of Office to Johannes Hoevertsz, who was appointed to a three-year term representing counties that began on September 6, 2022.

B. Participating Agencies

Ms. Singh, SCO staff, presented an update on participating agencies, noting that SCO had received 17 resolutions from agencies that opted into the California

Uniform Public Construction Cost Accounting Act (Act) since the previous meeting. Of the 17 new participating agencies, there were 5 cities, 1 county, 6 school districts and 5 special districts. The number of agencies participating in the Act, including newly opted-in agencies, currently totals 1,501.

There were no further questions or public comments.

C. Funding Update

Ms. Singh reported that the SCO received two grants since the last meeting. The California Construction Advancement Program donated a total of \$1,250.00 for the first and second quarter of 2022. There were two travel claims from a commissioner of \$1,125.22. A total of \$18,738.67 is available for unrestricted funds and travel reimbursement for the Commission to use.

There was no public comments.

D. Inquiry Update

Ms. Singh presented a report on inquiries received since the last meeting. She added that SCO received a total of 15 inquiries following the May 6th meeting.

Chair Nunan commented that agencies are asking good questions related to their projects. Commissioner Clemens added that the responses to the questions are informative. He mentioned that the Commission had previously discussed cooperative agreements (co-ops), which deal with purchasing goods and services, but now agencies are asking regarding adding co-op agreements to their public projects. He added that the answer given to the inquirer was good. He also mentioned agencies cannot use a co-op agreement for projects, unless that co-op agreement was bid properly according to the CUCCAC procedures.

There were no further comments or questions regarding the inquiry update.

5. Public Comments

Chair Nunan asked if there were any comments from the public.

Courtney Moore from the Sacramento Metropolitan Fire District had a question in regards to the cooperative agreements. She mentioned that her district does not use cooperative agreements for construction, and gave an example of surveillance cameras. She asked if the installation portion of the camera project would fall under the classification of a construction project, and thus be considered a public project. She added that her district wants to follow the rules and procedures of the Act. Chair Nunan commented that agencies should submit an inquiry and describe the project if they do use cooperative agreement as mentioned by Ms. Moore to receive guidance if they are on the right track.

Commissioner Errotabere added a comment in regards to using the co-op agreements for public works. She mentioned that many school districts, county office and legal guidance can vary district by district, and that majority of legal guidance recommends that school districts should not exceed 10% of the value of public works because the purpose of co-op along with CMAS (California Multiple Award Schedules) is for goods. She also mentioned that CMAS has a larger threshold in their documents but some county offices and legal offices still do not agree with the large threshold. She added that she knows some people who are promoting CMAS which is causing obstacles for some schools. Chair Nunan added that the Commission can address the situation if it starts being an issue with other agencies, such as CIFAC. Commissioner Errotabere clarified that she is not implying that agencies should not use CMAS, but added that agencies should not utilize co-op agreements if a project is 70-80% public works. Commissioner Holt commented that that it depends from county to county on how they interpret their guidance, and gave an example of Los Angeles County, where there is a little room for negotiation, whereas Orange County is very strict. Commissioner Errotabere added that she is from a strict county and the county office/legal office has recommended that they 10% of the project value is the maximum that they should be utilizing. Commissioner Holt mentioned that the Commission is supposed to notify what the Act supposed to be, and the county offices should interpret the details of the project.

6. Staff Comments/Requests

A. SCO Staff Update

Mr. Basso introduced Brett Haynes, staff counsel, who will be assisting with CUCCAC legal duties. Mr. Basso also added that the SCO Local Government Policy Unit's supervisor, Jenny Liu, is attending the in-person meeting.

7. Report of the Officers

A. Chair

Chair Nunan commented that he appreciated the commissioners who were able to attend the in-person meeting and he hopes that more commissioners are able to attend the next in-person meeting as they have funds to cover the commissioners travelling expenses.

B. Vice-Chair

Vice-Chair Errotabere mentioned that she is working with the California IT in Education association to develop procurement guidelines and procedures for their members to include on how to use the procedures of CUPCAA.

C. Secretary

Secretary Holt mentioned that Commissioner Errotabere has been a great support to the Commission as she has been doing extraordinary work. He also added that he was pleased to see El Segundo and Lawndale school districts opted into the Act.

8. Committee Reports

A. CUCCAC Manual

I. Proposed changes – Legislative updates

Nothing to report.

II. Proposed changes – Non-Legislative updates

Chair Nunan mentioned that CIFAC proposed a Non-Legislative change. He added that it can be discussed in the future meetings and opened the topic for comments from the commissioners. Commissioner Clemens commented that the update will be a good addition, but any change to that section of the manual would require a legislative change, since the section of the manual is a direct reference to Public Contract Code Section 22034. The Commission agreed to circle back to this proposed addition at a later meeting.

9. Commissioner Comments/Requests

Commissioner Rinde mentioned that he is back to his previous role with Yolo County as the Chief Financial Officer. Commissioner Clemens mentioned that he will be presenting at the State Controller's Fall Conference with County Auditors in October in Chico. Chair Nunan added that like Commissioner Errotabere, Commissioner Clemens also goes above and beyond when it comes to helping the Commission.

There were no further comments from commissioners.

10. Old Business

No Old Business to report.

11. New Business

A. Accounting Review – Tuolumne County

Chair Nunan explained the process of the accounting reviews to the two new Commission members and opened the topic for discussion. Commissioner Clemens asked if anyone representing CIFAC and Tuolumne County were attending the meeting virtually. Michelle Pickens, CIFAC Executive Director, informed the Commission that she is representing CIFAC and she briefly

explained CIFAC's role in making sure that public agencies are in compliance with the Public Contract Code (PCC) by monitoring the actions of public agencies related to construction projects, and investigating potential violations of State bidding laws. She added that in late 2021, CIFAC was contacted by the reporting party in regards to the pavement work on Chicken Ranch Road. She informed the Commission that the project was a partnership between the county and Miwok Native American Tribe who owns a casino on Chicken Ranch Road. When CIFAC questioned the county why the project was not bid, the county replied that the work was considered maintenance work. Ms. Pickens stated that according to the Public Contract Code, maintenance work is classified as resurfacing of streets and highways at less than one inch, and referenced the pictures provided with CIFAC's complaint which allegedly shows that the paving part exceeded one inch. She added that CIFAC believes that the county has misclassified the work as maintenance and that the project should have been competitively bid and performed via contract. Ms. Pickens stated that CIFAC has provided all supporting documents, and thanked the Commission for reviewing their concerns.

Commissioner Rinde asked if there is Tuolumne County representative so they can hear their perspective of the project. No one attended the meeting from Tuolumne County to share their perspective. Commissioner Clemens thanked CIFAC for their in-depth submittal of the review. He added that the Public Contract code is very clear, stating that if the project requires less than once inch of overlay, then the project should be classified as maintenance, and if the project requires more than one inch, then it is not to be considered maintenance. He referenced a picture on Attachment G which shows a measurement of the overlay, and asked if that was the only picture submitted that shows that the work done was more than one inch. Ms. Pickens responded that they have submitted several pictures which reflect that the work done was more than one inch. Commissioner Clemens disagreed with Ms. Pickens statement and stated that the pictures are not adequate evidence that the entire project was more than one inch. He added that a better way to determine if the project exceeded one inch would be to calculate the material tonnage, how much tonnage one inch of work would require, and the width of the road and use those calculations to determine if the work done exceeded one inch.

Chair Nunan responded that from his perspective, the pictures clearly show that the pavement work done exceeded one inch and said maybe the county is not aware of the restriction. Commissioner Errotabere commented that some small districts are having issues finding qualified contractors and some projects are not being done due to the lack of contractors. She referenced that some schools are using school staffs for small projects and are having challenges finding local contractors. Ms. Pickens commented that CIFAC was contacted by two separate

contractors in Tuolumne County who were interested in bidding for this project. Chair Nunan then commented that someone should have notified Tuolumne County that their project was under review by the Commission. Commissioner Hoevertsz added that he agreed with Ms. Pickens statements in regards to the project and stated that he believes that project should have been bid.

There was a brief discussion among the commissioners on how they can determine that resurface exceeded one inch. Since no one from the County of Tuolumne was available to present their perspective on the project, Chair Nunan then came to a conclusion that the Commission can draft a letter to the county to inform that it appears by the evidence given by CIFAC that have exceeded the one inch parameter. He further added if the county would like to present their perspective, they can submit additional documents to the Commission for review. Thus, this will inform the county that moving forward if a resurfacing project is more than one inch, then the project will need to be bid. He then asked Ms. Pickens on her thoughts on this conclusion. Ms. Pickens added that she agrees with Chair Nunan, and would like the commission to inform the county that they have violated the Public Contract Code.

Commissioner Rinde asked if the Commission can inform the county of the accounting review so the Commission can hear the county's perspective. Commissioner Smith added that he agrees with Ms. Pickens about sending a message to Tuolumne County, which will also inform other agencies. In addition, Commissioner Clemens agreed to Chair Nunan's conclusion that the pictures appear to show the project exceeding one inch, and requested CIFAC to submit more evidence for future accounting reviews. There was brief discussion on how to notify Tuolumne County so they can present their perspective of the project. Ms. Pickens added that CIFAC notified Tuolumne County about the accounting review and when they first requested information regarding the project, it took them about three months to respond to their inquiry. She then added that after CIFAC found the county in violation of the Act, the County of Tuolumne did not respond back to them and did attend the meeting to present their side of the case. Commissioner Clemens agreed with Ms. Pickens and added that this meeting was their opportunity to provide their evidence to the review that they did not violate the Act. He then added that his concern is that they were not notified of this meeting. Commissioner Clemens also mentioned that the Commission should discuss this review in the next meeting and notify the county. Commissioner Rinde agreed that the county were likely not aware about this meeting and stated that the Commission should give Tuolumne County a chance to present their case. Commissioner Holt asked Ms. Pickens if Tuolumne County responded to the letter that CIFAC sent in regards to the violation of the Act, Ms. Pickens responded that they did not receive a reply, though the county is not required by law to respond.

Chair Nunan motioned that the Commission should draft a letter to Tuolumne County stating that preliminary review of the project on Chicken Ranch Road shows that the county has violated the public contact code and to present their side of the case if they want to dispute CIFAC's review. He added that we can add this to next meeting agenda so Tuolumne County is given a chance to present their perspective. Commissioner Clemens seconded the motion. The motion passed on a roll call vote with eleven yays and zero nays.

B. Accounting Review – Lancaster School District

Chair Nunan asked if anyone is representing Lancaster School District in the teleconference. There was no representation from the school district. He then asked Ms. Pickens to present CIFAC's case against Lancaster School District. Ms. Pickens thanked the Commission and added that they were contacted in regards to roofing project at the El Dorado Elementary school. She added that there were several buildings on the property that were receiving new roofs and the reporting party informed CIFAC that the project was not advertised for bid. During their investigation, CIFAC found four buildings at the site where new roofs were being installed. Based on the documents received from the school district, it appears that the project was split into two. Furthermore, Ms. Pickens added that the purchase order was issued at the same time with the same amount of work done at the same site. Based on their investigation, CIFAC concluded that the aggregate value of the project should have been taken into consideration and the project should have been competitively bid.

Commissioner Errotabere commented that she agrees with CIFAC's finding with this complaint because the project was being done at the same school site. Commissioner Clemens respectfully disagreed with Commissioner Errotabere and stated that the Commission had discussed this same issue in the past and the Commission agreed that different buildings can be separate projects. He added that he believes that it is not required to combine the projects as they are separate buildings. Chair Nunan disagreed with Commissioner Clemens comments since the work was done on the same site simultaneously with the same contractor with the same start and end dates. He commented that he believes that by separating the project into two projects, the school district tried to be below the threshold for informal bidding. Commissioner Rinde agreed that an agency can separate projects but there is not enough evidence of why the school separated the projects and it could have been performed as one project. Commissioner Rinde and Commissioner Holt stated that the Commission needs to find out why they separated the project. Commissioner Holt also agreed with Commissioner Errotabere that the school cannot separate the projects on the same site.

Commissioner Smith questioned the Commission on what is the protocol to reaching out to the agencies in regards to the reviews submitted by CIFAC. Mr. Basso, SCO staff, informed the Commission that SCO did not receive an email address to inform the agencies and in the past, the chair assigned a working group to each case who then contacted the agencies to gather more information. Commissioner Smith volunteered to be part of a working group to receive more information from the agencies and stated that there should be a method where an agency should be notified of the concerns so they can present their perspective. Chair Nunan added that going forward, if the Commission receives accounting reviews, the Commission should send a formal invitation letter to the defendant agency with the meeting date and time so they can present their side of the case. Mr. Basso will work with Chair Nunan in drafting a template for a formal invitation letter.

Commissioner Rinde commented that the Commission should take a similar approach to Tuolumne County. He then motioned to send a letter to Lancaster School District to notify them of a potential violation of the Act and give them time to provide additional information. He also asked to add this item to the agenda for the next meeting to come to a conclusion if the district in fact violated the Act. Commissioner Smith seconded the motion. The motion passed on a roll call vote with eleven yays and zero nays.

C. Revision of FAQs

Chair Nunan asked the Commission if there are any additional proposals to revise the Frequently Asked Questions (FAQ).

There was no comment from the Commission.

The SCO will add the questions from Item 11C to the listed FAQ document on the CUCCAC website.

D. Discussion about potentially increasing the current bid threshold amounts

Chair Nunan commented that as discussed in the last meeting, it is time for the Commission to begin discussing an increase to the bid thresholds, and stated that the bids have previously been increased every five years. He stated that due to the pandemic and the current inflation rate being high, the Commission would likely need to adjust the thresholds. Chair Nunan asked Commissioner Clemens on how the process worked when the threshold increased from \$45,000 to \$60,000. Commissioner Clemens replied that the Commission added a proposal to the agenda to increase the threshold from \$45,000 to \$60,000 and

informal bid from \$175,000 to \$200,000. He then added that the Commission needs to make a proposal to State Controller to increase the bid limits and the State Controller will need to agree to the increase. Commissioner Clemens added that any potential threshold increase would have to pass through the state legislature, which can be a long process.

Chair Nunan asked the Commission and Ms. Pickens on ideas of how much the threshold should be increased by. Commissioner Rinde commented that he would prefer to utilize data related to construction cost escalation to determine how much the threshold should be increased to. Commissioner Poss agreed with Commissioner Rinde's comments. Commissioner Holt added that he would like to hear Ms. Pickens's thoughts on the threshold increase. Commissioner Errotabere noted that the Commission should be consistent to the amount that the threshold which was increased last time in 2019. Ms. Pickens commented that the bid increase is a concern to CIFAC since CIFAC wants its contractors to be able to bid for projects in a fair manner. She mentioned that smaller contractors do not prefer a threshold increase. There was a discussion among Commission members on how the data will be collected to determine how much the threshold should increase by. Commissioner Clemens commented that there is a minimum increase of \$15,000 since it takes time for the State Controller's Office to get the increase passed through the state legislation. He added that when the thresholds were low, there was no incentive for agencies to opt-in to the Act. Commissioner Clemens also added since the last increase, the Commission can see that the participating agencies have been increasing due to the Act's usefulness to agencies. He also recommended to increase the threshold once it reaches five years since the previous threshold increase.

Chair Nunan commented that to collect data and have a realistic number, the Commission should create a working group to research this project. Commissioner Smith, Commissioner Rinde and Commissioner Errotabere volunteered to be part of the working group. Commissioner Rinde added that if any data was used in 2019 that would be useful, or needs to be updated, to please send the data to the working group Commissioners. Commissioner Smith also mentioned that Commissioner Bernacchi may wish to be a part of the working group. Chair Nunan agreed with Commissioner Smith's recommendation of Commissioner Bernacchi, and will reach out to Commissioner Bernacchi regarding being on the working group. Chair Nunan concluded by stating that this item will be added to the agenda of the next meeting for further discussion.

12. Next Meeting

The Commission agreed to schedule the next meeting for:

Friday, January 13, 2023
10:00 AM – 2:00 PM

California State Controller's Office
300 Capitol Mall
6th Floor, Terrace Room
Sacramento, CA 95814

13. Adjournment

Chair Nunan moved to adjourn the meeting at 11:51 AM; all in favor with zero opposing to adjourn.

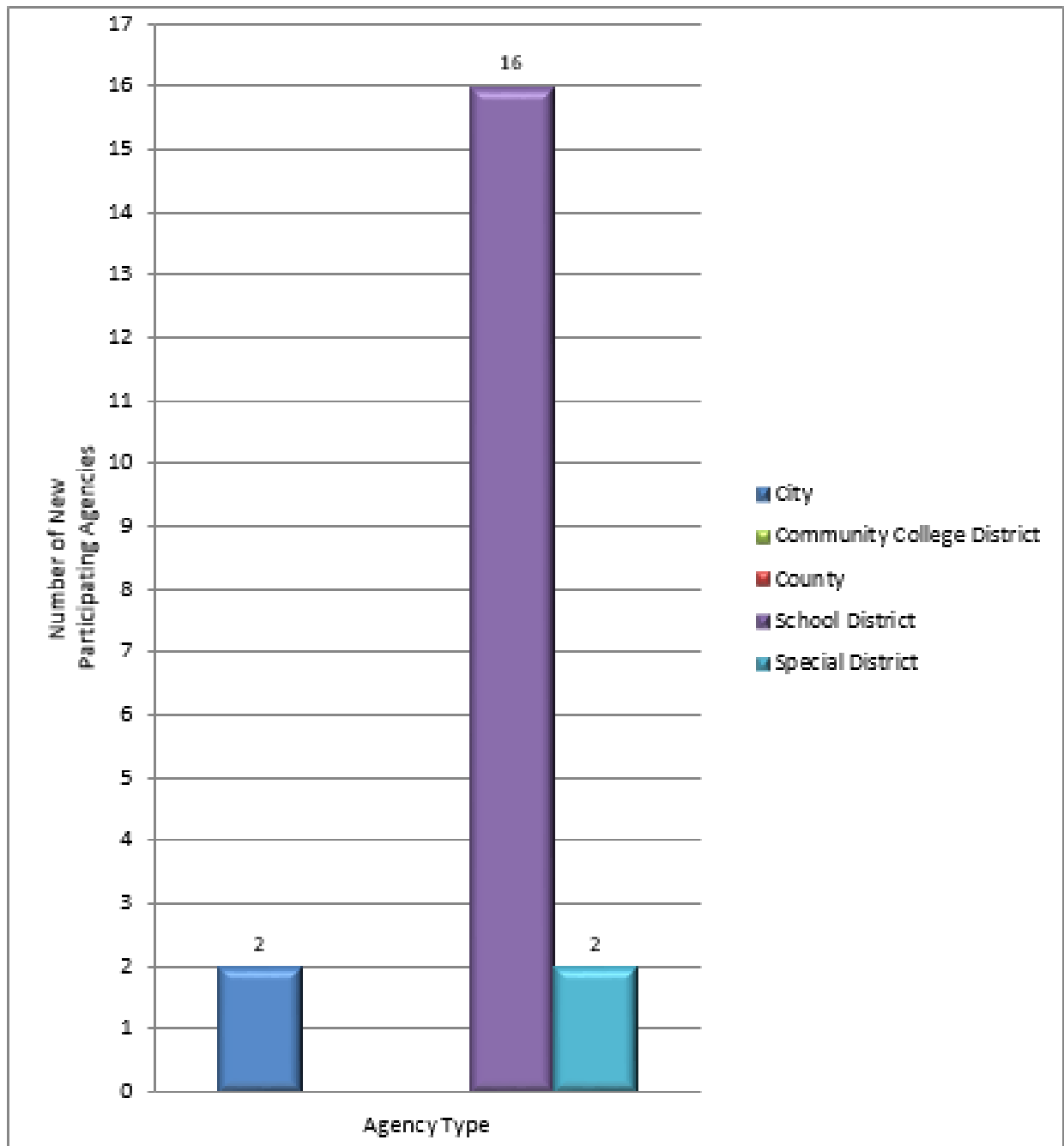
If you would like more information regarding this meeting, please contact:

State Controller's Office
Local Government Programs and Services Divisions
Local Government Policy Section
LocalGovPolicy@sco.ca.gov

Participating Agencies Update
For the period August 27, 2022 – December 20, 2022

Report on new participating agencies

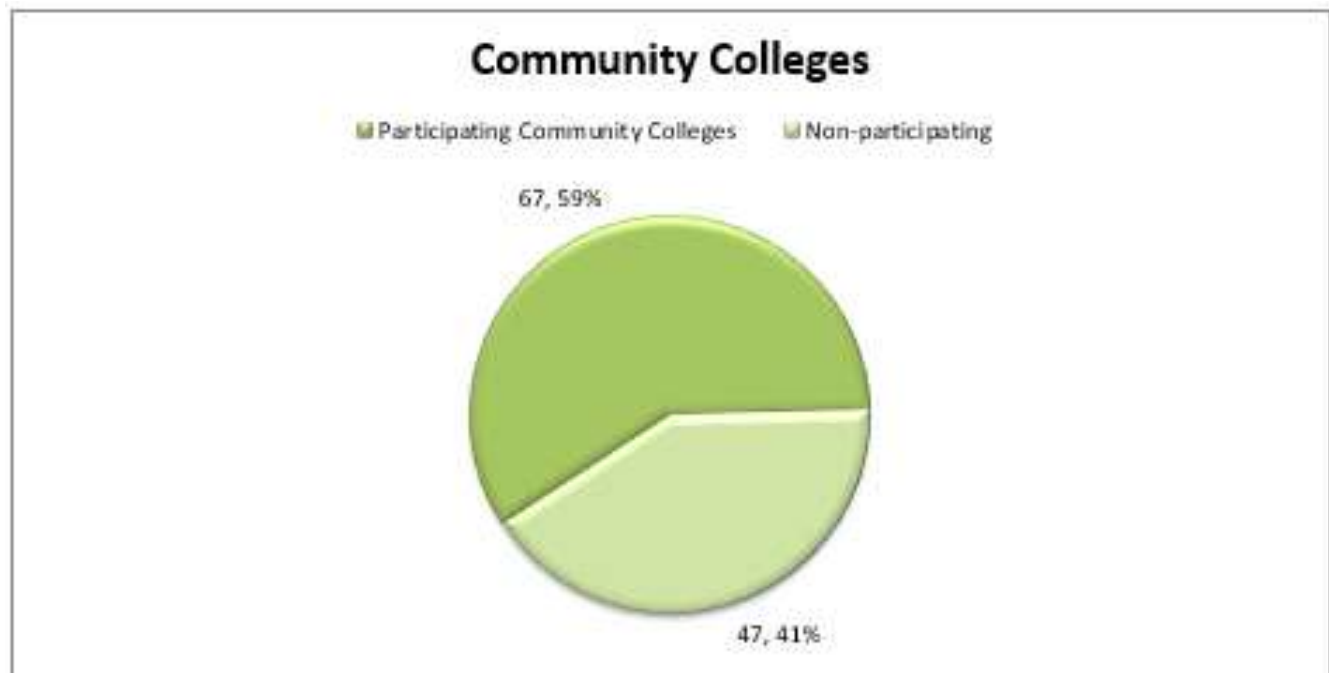
The State Controller's Office has received 20 resolutions from agencies that have opted into the California Uniform Public Construction Cost Accounting Act (CUPCCAA), bringing the number of agencies participating in the Act to 1522.

New Participating Agencies

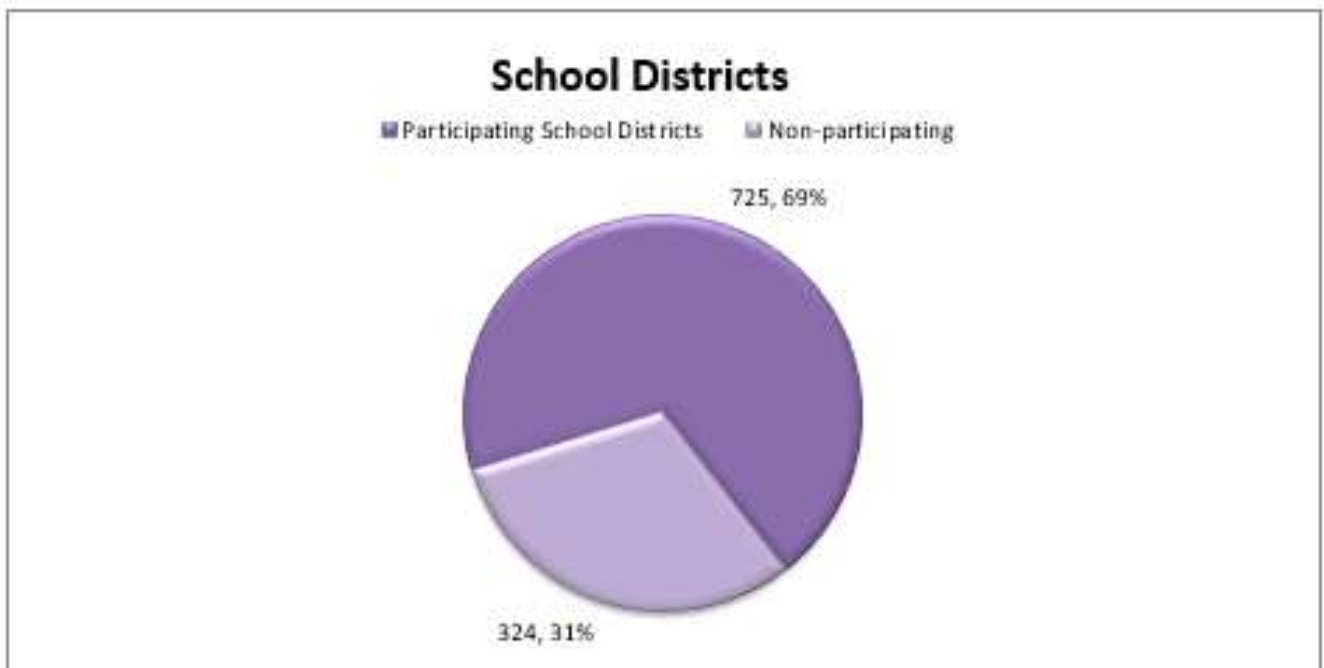
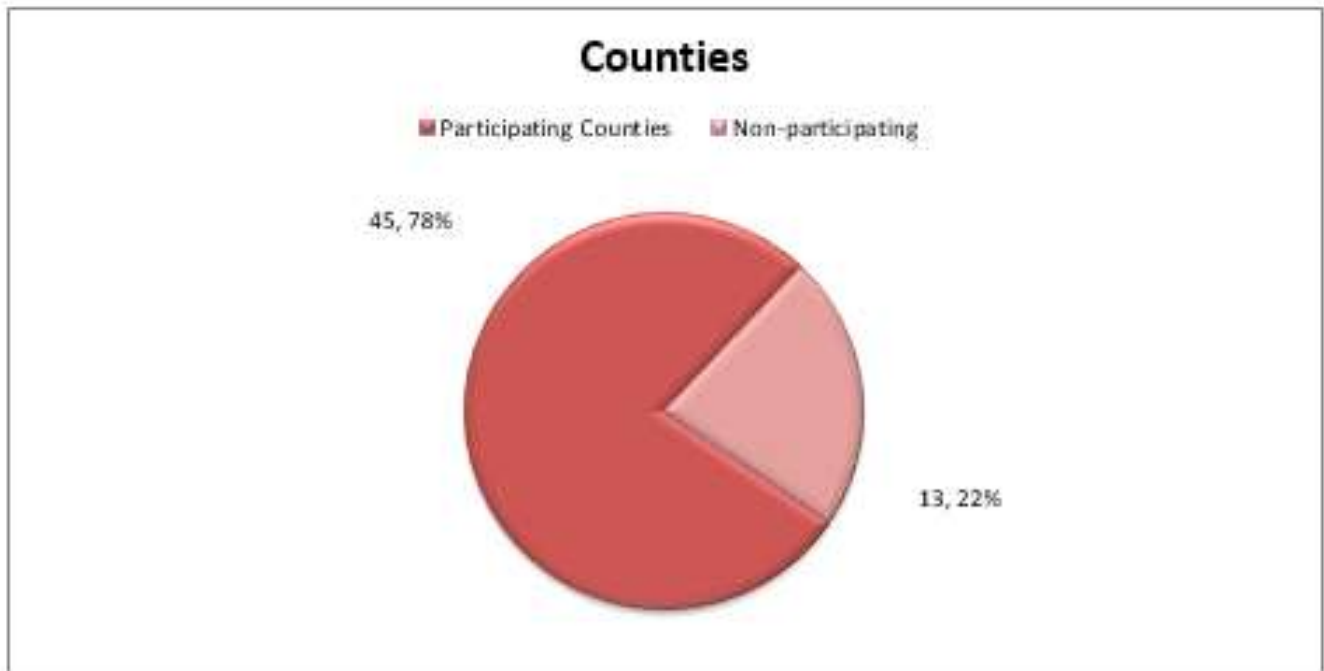
Participating Agencies Update
For the period August 27, 2022 – December 20, 2022

	Agency	Date Opted In	Agency Type
1	Summerville Elementary School District	1/04/11	School District
2	Marin Wildfire Prevention Authority	12/10/20	Special District
3	Needles Unified School District	2/15/22	School District
4	Di Giorgio Elementary School District	3/16/22	School District
5	City of Oroville	7/19/22	City
6	City of Tulelake	8/16/22	City
7	Trinidad Union School District	8/17/22	School District
8	Union Public Utility District	8/24/22	School District
9	Paramount Unified School District	9/14/22	School District
10	Los Altos School District	9/19/22	School District
11	Galt Joint Union Elementary School District	9/21/22	School District
12	Fallbrook Union Elementary School District	10/3/22	School District
13	Raisin City Elementary School District	10/11/22	School District
14	Santa Clara County Library District Joint Powers Authority	10/27/22	Special District
15	Manhattan Beach Unified School District	11/9/22	School District
16	Fullerton School District	11/9/22	School District
17	Jamestown Elementary School District	11/9/22	School District
18	Huntington Beach City School District	11/15/22	School District
19	Newport-Mesa Unified School District	11/15/22	School District
20	San Gabriel Unified School District	12/13/22	School District

Participating Agencies Update
For the period August 27, 2022 – December 20, 2022



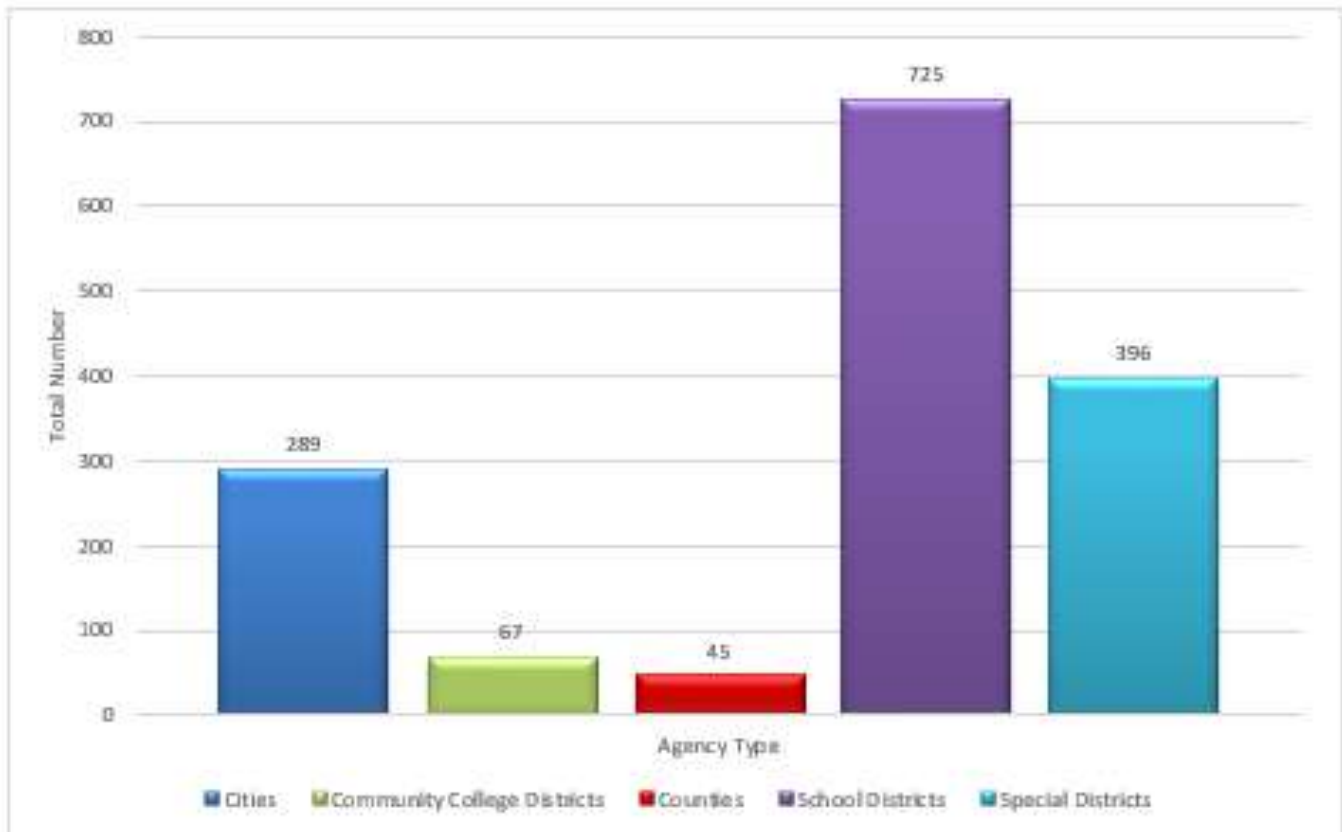
Participating Agencies Update
For the period August 27, 2022 – December 20, 2022



Participating Agencies Update
For the period August 27, 2022 – December 20, 2022



Total Participating Agencies (1,522)



Commission Funding Update for the Period August 27, 2022 – December 20, 2022

Beginning balance 08/27/22	\$	18,738.67
Grant- CCAP 10/1/22*	\$	625.00
	\$	19,863.89
Travel claims since September 9, 2022		
Commissioner 1 - Meeting in Sacramento	\$	513.61
Commissioner 1 - Presentation in Chico	\$	864.88
Total travel claims	<u>\$</u>	<u>1,378.49</u>
Total funds	<u>\$</u>	<u>17,985.18</u>

* California Construction Advancement Program 3rd quarter grant

CUCCAC Inquiries

August 27, 2022 – December 20, 2022

Organization	Subject	Status
Business	Registration of Business and Enrolling into CUPCCAA	Closed
City	Force Account and Bidding Process – Solar Streetlights	Closed
County	CUCCAC Violation Process	Closed
County	Training on Adoption of CUPCCAA	Closed
School District	CUPCCAA Yearly Renewal	Closed
City	Authorization of Solicitation	Closed
County	General CUPCCAA Questions	Closed
School District	Participating Agency List Removal	Closed
CIFAC	Third Party Procurements and CUPCCAA	Closed

Registration of Business and Enrolling into CUPCCAA

Q: I'm writing to inquire into the status of our registration as a business, as well as for assistance with enrolling in the CUPCCAA program. I have done extensive research on the website and would really appreciate a phone call with someone who can either walk me through or provide me with detailed and specific information.

A: Please contact Secretary of State to register/find the status of registering your business. More information regarding registering businesses can be found at <https://www.sos.ca.gov/business-programs/business-entities>.

Moreover, to opt into the California Uniform Public Construction Cost Accounting Act (CUPCCAA), the Governing Board must elect by resolution to become subject to the uniform construction cost accounting procedures promulgated by the State Controller pursuant to the [Public Contract Code section 22019](#). The resolution shall specify that the local agency will meet the requirements prescribed in the California Uniform Construction Cost Accounting Commission's *Cost Accounting Policies and Procedures Manual* and state the effective date the agency will implement the accounting and bidding procedures. Once a resolution has been passed, please email a signed copy of the approved resolution to LocalGovPolicy@sco.ca.gov.

A sample resolution can be found in section 1:02 on page 6 of the [Cost Accounting Policies and Procedures Manual](#).

More information regarding opting into the Act can be found on the [State Controller's Office website](#), specifically the [Cost Accounting Policies and Procedures Manual](#) section 1.01 on page 5.

Force Account and Bidding Process – Solar Streetlights

Q: Good Morning,

Staff recently sent a solar streetlight purchase to our City Council and received approval for the purchase. The solar streetlights will replace non-functioning lights on a series circuit.

The City planned to use regular City staff to install the streetlights once the purchased lights arrived. I have attached the Agenda Report which fully explains the details.

We were hoping to receive guidance on this purchase and wanted to set up a meeting with your Commission at your earliest convenience.

Would your staff have time for a meeting this next week to discuss the issue?

A: CUCCAC met last Friday and, although it was too late to formally agendaize any discussion about your situation, [Chair Nunan] did get a chance to discuss it with another commissioner and a staff member. We are in agreement that the replacement of the small number of lights in this case can be classified as “maintenance”, thus eliminating any further compliance with the Act.

Should your minor replacement be successful and you later decide to replace larger portions of the street light system, that larger undertaking might be viewed differently and may indeed be a public project. It would also probably be advantageous to open it up to formal public bidding as such.

Thank you for your inquiry and being proactive in your decision-making.

CUCCAC Violation Process

Q1: I do not see where the manual addresses violations and what the process is. Is there a separate manual for this?

A1: [Section 1.09 of the Cost Accounting Policies and Procedures Manual](#) covers the review process for an agency undergoing an accounting review. [Public Contract Code Sections 22042-22044.5](#) establishes the basis of the accounting review process for the Commission, which is further detailed in Section 1.09 of the Manual.

Q2: How is an agency notified if there is a violation and what can they do to resolve? Is there a repository of violations so that other agencies can review and learn from other agency mistakes/resolutions?

A2: Typically, the agency accused of violating the Act is contacted by the person/agency making the complaint. This contact typically includes a request for documentation of the project, which is then reviewed and submitted as evidence of a violation of the Act to the Commission. Sometimes, the agency

making the complaint will withdraw their request for Commission review if the agency acknowledges their mistake (if any) and amends their work process to avoid what caused the complaint in the future.

Unfortunately SCO does not post a repository of violations and the Commission's findings, but the meeting attachments and minutes of meetings in which an accounting review is performed are available on the [CUCCAC webpage](#).

For example, at the most recent CUCCAC meeting (09/09/2022) there were two accounting reviews, with the complaint letter and supporting evidence, as well as draft meeting minutes discussing the reviews currently posted on the website. Additionally, you may want to refer to the materials related to the August 20, 2021 meeting, as those documents are posted and were more conclusive and indicative of a typical accounting review than those in the 09/09/2022 meeting. You may find other reviews by going through the list of past meeting agendas and materials.

Hopefully this was helpful. Please do not hesitate to contact us with any additional questions.

Training on Adoption of CUPCCAA

Q: Request for training on adoption of CUPCCAA

A: Unfortunately the State Controller's Office does not offer any "official" trainings regarding CUPCCAA, but the [Cost Accounting Policies and Procedures Manual](#) contains information regarding CUPCCAA and how to use it. More information regarding CUPCCAA can be found on the Controller's webpage at the following location: https://www.sco.ca.gov/ard_cuccac.html.

Additionally, Commissioner Clemens prepared a presentation about the basics of CUPCCAA for a conference last week. The PDF of his presentation is available at the following link: https://www.sco.ca.gov/Files-ARD-Local/cuccac_update.pdf.

Commissioners would also be willing to answer any additional questions that you may have, or even set up a training session. The Commissioners' contact information, including the Commission Chair, can be found at the following location: https://www.sco.ca.gov/ard_cuccac_members.html.

CUPCCAA Yearly Renewal

Q: I am the Acting Purchasing Director of a school district. I have been reviewing the CUPCCAA frequently asked questions link, on your webpage:

https://www.sco.ca.gov/Files-ARD-Local/frequently_asked_questions_faq_-_uniform_public_construction_cost_accounting_act.pdf

Our current Purchasing Director, who is out on leave, had specified that we, as a public agency, must renew our membership every November 1st. However, in the link above, question #5 states that "once an agency has opted into the Act, it will remain a part of the program."

So, my question is, are we supposed to renew or membership, or do we just stay a member? If we need to renew, can you please provide guidance on that?

A: No, once an agency has opted into the Act, they do not need to provide any additional information to the State Controller's Office. They are considered to be opted into the Act unless they submit an additional resolution specifically opting out of the Act. Therefore, agencies do not need to re-opt in to the Act if they have already done so.

The direction for yearly renewal may be referring to updating your agency's list of qualified contractors.

Per section 1.04.01 of the [Cost Accounting Policies and Procedures Manual](#):

At least once per calendar year, each public agency that has elected to become subject to the Uniform Public Construction Cost Accounting Act and intends to utilize the notice provisions outlined in section 22034(a) shall establish a new list or update its existing list of qualified contractors by mailing, faxing, or emailing written notice to all construction trade journals designated for that Agency under Section 22036. The notice shall invite all licensed contractors to submit the name of their firm to the Agency for inclusion on the Agency's list of qualified bidders.

In past editions of the manual, the date for the list maintenance was in November, but later revisions have amended the timeframe to at least once per calendar year to give agencies more freedom in when they perform their list maintenance.

More information can be found in the Cost Accounting Policies and Procedures Manual, as well as other sources on the [State Controller's Office CUCCAC webpage](#).

Authorization of Solicitation

Q: Is there anything in the California Uniform Public Construction Cost Accounting Act that states, a public agency's Council must specifically authorize to solicit proposals prior to releasing RFP to the public?

A: There is currently no guidance on how a public agency's governing board authorizes its projects. That should be determined by what best suits the public agency and its governing board.

Note that per Public Contract Code section 22034 (c), The governing body of the public agency may delegate the authority to award informal contracts to the public works director, general manager, purchasing agent, or other appropriate person.

Additional guidance regarding the Act can be found on the [State Controller's Office webpage](#), most notably the [Frequently Asked Questions](#) document, and the [Cost Accounting Policies and Procedures Manual](#).

General CUPCCAA Questions

Q1: Projects up to \$60k may be performed by own workforce, negotiated contract or purchase order:

Because of PCC 20123, can LA County issue purchase orders (*informal bidding*) for projects under \$50k without joining CUPCCAA?

A1: Public Contract Code (PCC) 20123 is not under the purview of CUPCCAA, and would exceed the State Controller's Office's authority to comment. Please discuss with your legal counsel.

Q2: Informal vs Formal bidding

Q2A: May I please have the definition of what constitutes as informal bidding vs. formal bidding?

A2A: For agencies that have opted into the Act, informal bidding may be used for public projects between \$60,000 and \$200,000. Typically, informal bidding includes less arduous methods of gathering bids from contractors, and are typically completed faster than projects that require formal bidding. See PCC 22034 for additional information.

Q2B: Is a purchase order the appropriate vehicle for pw projects? Construction, alteration, repair, demolition, installation, repair and maintenance?

A2B: CUPCCAA allows for public projects of \$60,000 or less to be performed “by the employees of a public agency by force account, by negotiated contract, or by purchase order”, per PCC 22032. It is up to the agency to determine the most appropriate vehicle of those allowed.

Q3: Is maintenance covered under CUPCCAA?

A3: Maintenance projects are not covered by CUPCCAA. Notably, the definition of “public projects” does not include maintenance. In CUPCCAA, maintenance includes all of the following, per PCC 22002 (d):

- (1) Routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes.
- (2) Minor repainting.
- (3) Resurfacing of streets and highways at less than one inch.
- (4) Landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems.
- (5) Work performed to keep, operate, and maintain publicly owned water, power, or waste disposal systems, including, but not limited to, dams, reservoirs, powerplants, and electrical transmission lines of 230,000 volts and higher

Participating Agency List Removal

Q: Why would an agency be removed from the participating agency list?

A: Agencies are removed from the participating agency list if they pass a resolution opting out of the California Uniform Public Construction Cost Accounting Act (CUPCCAA). Similar to how an agency opts in to CUPCCAA via a resolution from the agency’s governing board, an agency may opt out of CUPCCAA in the same process.

One other possibility would be if the agency accumulates three separate projects in a ten year period that the Commission finds to be in violation of California [Public Contract Code \(PCC\) section 22042](#). More information regarding this review process can be found in [PCC 22042-22044.5](#).

More information regarding CUPCCAA can be found on the [SCO website](#), especially the [Policies and Procedures Manual](#) and [FAQ document](#).

Third Party Procurements and CUPCCAA

Q: Often, we have come across agencies signatory to the Act, who have engaged a third party to handle the procurement process for them. We have observed that the third party is not following the required advertising/noticing guidelines as outlined in the Act. Are agencies required to follow the advertising/noticing guidelines as outlined in the ACT regardless of who they have engaged to handle the project procurement process on their behalf?

A: Chair Nunan's Response: I'm not sure that the code specifically addresses this situation as outsourcing is kind of a modern problem. However, common sense would dictate that the agencies in question are the ones that must ensure compliance with the Act and that would include making sure that any entity doing procurement on their behalf does as well. To utilize a "subcontracting" relationship to skirt the Act's guidelines violates its basic intent.

The contract between an agency and a third party for purposes of procurement should include language that notifies and requires the third party to adhere to the letter of the Act.

SCO may want to have the legal department to weigh in on this.

SCO Legal Response: Having taken a look at the inquiry, I concur with Chairman Nunan's response.

As a general doctrine of law, a third party agent stands in the shoes of the principal (the hirer). The third-party agent is still restrained by all the laws and regulations as the principal, and likewise, the principal is liable for the acts of their third-party agent.

Here, there is not really a gray area under the Act's code or under the general legal doctrine. A signatory cannot use a third-party procurement agent to circumvent compliance with the act. The best way to think about it is to understand that when a third-party agent acts on behalf of a principal, they act as though they are the principal.



CIFAC
Construction Industry Force Account Council

Item 10A

MICHELLE PICKENS
EXECUTIVE DIRECTOR

2420 Martin Rd STE 250
Fairfield, CA 94534

1.800.755.3354

info@cifac.org

cifac.org



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Mobile App



July 22, 2022

John Nunan, Chair
California Uniform Construction
Cost Accounting Commission
Office of the State Controller
Local Government Programs and
Services Division
Local Government Policy Section
P.O. Box 942850
Sacramento, CA 94250

Sent Via Certified Mail: July 22, 2022

Re: Request for a Commission review of the practices used by the County of Tuolumne on the Chicken Ranch Road Culvert Replacement and Paving Overlay Project, pursuant to Public Contract Code Section 22042(c)

Dear Chair Nunan,

This letter shall serve as a formal request for a Commission review pursuant to Section 22042(c) of the Public Contract Code listed below, concerning the County of Tuolumne.

22042. The commission shall review the accounting procedures of any participating public agency where an interested party presents evidence that the work undertaken by the public agency falls within any of the following categories:

(c) Has been improperly classified as maintenance.

We believe that the County of Tuolumne has improperly classified work performed by County employees on the Chicken Ranch Road Culvert Replacement and Paving Overlay Project as maintenance, pursuant to Public Contract Code Section 22002(d)(3).

22002.

(d) "Public project" does not include maintenance work. For purposes of this section, "maintenance work" includes all of the following:

(3) Resurfacing of streets and highways at less than one inch.

The scope of work for this project included culvert replacement and overlay paving in excess of 1" on a 0.7-mile stretch of Chicken Ranch Road west of State Highway 108 (Attachment A). The project commenced on or around September 13, 2021 and was finished on or around October 6, 2021. In total, 27 County employees performed work on the project, totaling 1483 man-hours (Attachment B). Photos provided by the County (Attachment C) confirm that all work was



CIFAC
Construction Industry Force Account Council

MICHELLE PICKENS

EXECUTIVE DIRECTOR

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performed by County employees. The County provided a written statement to CIFAC on January 12, 2022 (Attachment D) that the County self-performed work on this project because it was deemed maintenance (pursuant to Public Contract Code Section 22002(d)). Documentation provided by the County shows the cost of the project to be \$137,493.06 (Attachment E).

In accordance with Public Contract Code Section 22043(b), this request for commission review is being sent no later than eight business days from the date an interested party formally complains to the public agency.

We have mailed a copy of our complaint to the County of Tuolumne and have attached a copy of that letter for your records. The point of contact receiving this notice for the County of Tuolumne is:

Kim MacFarlane
Director of Public Works
2 South Green St.
Sonora, CA 95370

Project Details

Project Name- Chicken Ranch Road Culvert Replacement and Paving Overlay

Project Bid Date- N/A

Project Bid Rejection Date- N/A

Project Low Bid Dollar Amount- N/A

Project Agency Cost- \$137,493.06

The Construction Industry Force Account Council (CIFAC) is a non-profit organization that represents contractors, contractor associations and the various building trades. As such, we meet the definition of an “interested party” per Public Contract Code Section 22042.

Please feel free to contact me if you should have any questions regarding this request. We would appreciate notification in writing of the findings of the Commission.



CIFAC
Construction Industry Force Account Council

MICHELLE PICKENS

EXECUTIVE DIRECTOR

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Thank you for your assistance.

Sincerely,

Michelle Pickens, Executive Director

mpickens@cifac.org

Enclosures: Attachment A – Map of Project Site
Attachment B – Employee Timecards
Attachment C – County Photos of Project
Attachment D – County's Determination of Maintenance
Attachment E – Project Expense Log
Attachment F – CIFAC October 8, 2021 Public Records Act Request
Attachment G – CIFAC Photos of Project
Attachment H – Project Related County Staff Email Communications
Attachment I – Copy of Letter to Tuolumne County

Attachment A



Attachment B

301200

Public Works - Road Fund

TUOLUMNE COUNTY
BI-WEEKLY TIME REPORT

Emp ID	Pay Group	FTE	Employee Name	Range	Job Title	Pay Period		Misc 3									
05940	RDS	1.00	Alanis-Taylor, Tyler N	338	Road Wkr	Start 6/20/21	End 7/3/21	Notes									
Hourly Classification	Grand Total	Sun	Mon	Tue	Wed	Thr	Fri	Sat	Total	Sun	Mon	Tue	Wed	Thr	Fri	Sat	Total
020/015 Regular	80		8	8	8	8	8		40		8	8	8	8	8		40
050/051 Vac/PTO																	
052/053 Sick/PTO																	
041 Float Holiday																	
043 Holiday																	
042/045 Holiday Wrkd																	
027 Comp Taken																	
026 Comp Earn.																	
022 Overtime																	
Standby																	
076/096 Call Back																	
077 HC # of Call Backs																	
Shift Diff																	
FMLA																	
** TOTAL **	80								40								40

Under penalty of perjury, I certify that the foregoing is true and correct.

Tyler N. Alanis-Taylor
 Employee

Jane Carson
 Supervisor

Donella Kostinif
 Department Head

301200

Public Works - Road Fund

TUOLUMNE COUNTY
BI-WEEKLY TIME REPORT

Emp ID	Pay Group	FTE	Employee Name								Range	Job Title			Pay Period				Misc 3
05943	RDS	1.00	Amos, Riley C								338	Road Wkr			Start 6/20/21	End 7/3/21	Notes		
Hourly Classification	Grand Total	Sun	Mon	Tue	Wed	Thr	Fri	Sat	Total	Sun	Mon	Tue	Wed	Thr	Fri	Sat	Total		
020/015 Regular	80		8	8	8	8	8		40		8	8	8	8	8		40		
050/051 Vac/PTO																			
052/053 Sick/PTO																			
041 Float Holiday																			
043 Holiday																			
042/045 Holiday Wkrd																			
027 Comp Taken																			
026 Comp Eam.																			
F22	6		9.9375																
022 Overtime	6				1.5				1.5				4.5				4.5		
Standby																			
076/096 Call Back	1												1				1		
077 HC # of Call Backs																			
Shift Diff																			
meal 006	1												1				1		
FMLA																			
** TOTAL **	94	87							41.5								45.5		

Under penalty of perjury, I certify that the foregoing is true and correct.

Employee: Riley C Amos Supervisor: Michelle Kottwitz Department Head: Michelle Kottwitz

301200

Public Works - Road Fund

TUOLUMNE COUNTY
BI-WEEKLY TIME REPORT

Emp ID	Pay Group	FTE	Employee Name							Range	Job Title			Pay Period				Misc 1
03787	MGT	1.00	Anderson, Sean R							418	Road Supv			Start 6/20/21	End 7/3/21	Notes		
Hourly Classification	Grand Total	Sun	Mon	Tue	Wed	Thr	Fri	Sat	Total	Sun	Mon	Tue	Wed	Thr	Fri	Sat	Total	
020/015 Regular	68		8	8	3	3	6		28		8	8	8	8	8		46	
050/051 Vac/PTO																		
052/053 Sick/PTO	12				5	5	2		12									
041 Float Holiday																		
043 Holiday																		
042/045 Holiday Wrkd																		
027 Comp Taken																		
026 Comp Earn.																		
022 Overtime																		
Standby																		
076/096 Call Back																		
077 HC # of Call Backs																		
Shift Diff																		
#53009 \$30			✓	✓	✓	✓	✓			✓	✓	✓	✓	✓	✓			
FMLA																		
** TOTAL **	80								40								40	

Under penalty of perjury, I certify that the foregoing is true and correct.

Employee: [Signature] Supervisor: Mike Cogwell Department Head: Donella Kostum

301200

Public Works - Road Fund

TUOLUMNE COUNTY
BI-WEEKLY TIME REPORT

Emp ID	Pay Group	FTE	Employee Name	Range	Job Title	Pay Period	Misc 3										
05743	RDS	1.00	Bechthold, Zackery A	338	Road Wkr	Start 6/20/21 End 7/3/21	Notes										
Hourly Classification	Grand Total	Sun	Mon	Tue	Wed	Thr	Fri	Sat	Total	Sun	Mon	Tue	Wed	Thr	Fri	Sat	Total
020/015 Regular	68		5	8		8	8		29		7	8	8	8	8		39
050/051 Vac/PTO																	
052/053 Sick/PTO	12		3	8					11		1						1
041 Float Holiday																	
043 Holiday																	
042/045 Holiday Wrkd																	
027 Comp Taken																	
026 Comp Earn.																	
022 Overtime	4.5												4.5				4.5
Standby																	
076/096 Call Back	1												1				1
077 HC # of Call Backs																	
Shift Diff																	
meal 006	1												1				1
FMLA																	
** TOTAL **	85.5								40								45.5

Under penalty of perjury, I certify that the foregoing is true and correct.

Employee: Zackery A. Bechthold Supervisor: [Signature] Department Head: Janette Kottwig

301200

Public Works - Road Fund

TUOLUMNE COUNTY
BI-WEEKLY TIME REPORT

Emp ID	Pay Group	FTE	Employee Name							Range	Job Title		Pay Period							Misc 3
05604	RDS	1.00	Begley, Bradley S							338	Road Wkr		Start 6/20/21	End 7/3/21			Notes			
Hourly Classification	Grand Total	Sun	Mon	Tue	Wed	Thr	Fri	Sat	Total	Sun	Mon	Tue	Wed	Thr	Fri	Sat	Total			
020/015 Regular	72 80		8	8	8	8	8		40		8	8	8	8			32			
050/051 Vac/PTO																				
052/053 Sick/PTO	8														8		8			
041 Float Holiday																				
043 Holiday																				
042/045 Holiday Wrkd																				
027 Comp Taken																				
026 Comp Earn.																				
022 Overtime																				
Standby																				
076/096 Call Back																				
077 HC # of Call Backs																				
Shift Diff																				
FMLA																				
** TOTAL **	80								40								40			

Under penalty of perjury, I certify that the foregoing is true and correct.

Employee: Bradley Begley
 Supervisor: Sen
 Department Head: Janille Kestring

301200

Public Works - Road Fund

TUOLUMNE COUNTY
BI-WEEKLY TIME REPORT

Emp ID	Pay Group	FTE	Employee Name								Range	Job Title	Pay Period								Misc 3
05491	RDS	1.00	Boyd, Mayson T								338	Road Wkr	Start 6/20/21	End 7/3/21	Notes						
Hourly Classification	Grand Total	Sun	Mon	Tue	Wed	Thr	Fri	Sat	Total	Sun	Mon	Tue	Wed	Thr	Fri	Sat	Total				
020/015 Regular	64		8	8			8		24		8	8	8	8	8		40				
050/051 Vac/PTO																					
052/053 Sick/PTO	16				8	8			16												
041 Float Holiday																					
043 Holiday																					
042/045 Holiday Wrkd																					
027 Comp Taken																					
026 Comp Earn.																					
022 Overtime																					
Standby																					
076/096 Call Back																					
077 HC # of Call Backs																					
Shift Diff																					
FMLA																					
** TOTAL **	80								40								40				

Under penalty of perjury, I certify that the foregoing is true and correct.

Employee: Mayson T. Boyd
 Supervisor: Gene Carson
 Department Head: Kanellie Kestner

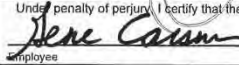
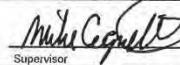
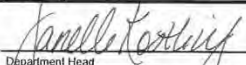
301200

Public Works - Road Fund

TUOLUMNE COUNTY
BI-WEEKLY TIME REPORT

Emp ID	Pay Group	FTE	Employee Name								Range	Job Title		Pay Period								Misc 1
03052	MGT	1.00	Carsner, Eugene D								418	Road Supv		Start 6/20/21		End 7/3/21		Notes				
Hourly Classification	Grand Total	Sun	Mon	Tue	Wed	Thr	Fri	Sat	Total	Sun	Mon	Tue	Wed	Thr	Fri	Sat	Total					
020/015 Regular	56		8	8					16		8	8	8	8	8		40					
050/051 Vac PTO	16					8	8		16													
052/053 Sick/PTO																						
041 Float Holiday																						
043 Holiday																						
042/045 Holiday Wrkd																						
027 Comp Taken																						
026 Comp Earn.																						
022 Overtime																						
Standby																						
076/096 Call Back																						
077 HC # of Call Backs																						
Shift Diff																						
009 vehicle	8		✓	✓							✓	✓	✓	✓	✓							
040 covid CTY	8				8				8													
FMLA																						
** TOTAL **	80								40								40					

Under penalty of perjury, I certify that the foregoing is true and correct.

 Employee
 Supervisor
 Department Head

301200

Public Works - Road Fund

TUOLUMNE COUNTY
BI-WEEKLY TIME REPORT

Emp ID	Pay Group	FTE	Employee Name	Range	Job Title	Pay Period	Misc 3										
05308	RDS	1.00	Carsner, Matthew	378	Rdcrwldwkr	Start 6/20/21 End 7/3/21	Notes										
Hourly Classification	Grand Total	Sun	Mon	Tue	Wed	Thr	Fri	Sat	Total	Sun	Mon	Tue	Wed	Thr	Fri	Sat	Total
020/015 Regular	56		8	8	8	8	8		40					8	8		16
050/051 Vac/PTO	24									8	8	8					24
052/053 Sick/PTO																	
041 Float Holiday																	
043 Holiday																	
042/045 Holiday Wrkd																	
027 Comp Taken																	
026 Comp Earn.																	
022 Overtime																	
Standby																	
076/096 Call Back																	
077 HC # of Call Backs																	
Shift Diff																	
FMLA																	
** TOTAL **	80								40								40

Under penalty of perjury, I certify that the foregoing is true and correct.

Employee: Matthew N. Carsner Supervisor: [Signature] Department Head: Janell Kootney

APPROVED

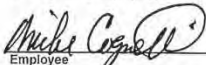
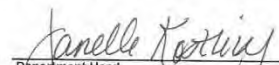
301200

CRA Road Maintenance

TUOLUMNE COUNTY BI-WEEKLY TIME REPORT

Emp Id	Pay Group	FTE	Employee Name	Range	Job Title	Pay Period												Notes	
04714	MGT	1.00	Cognetti, Mike	451	Rd Super	06/20/2021	To	07/03/2021											
Hourly Classification	Grand Total	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total		
020/015 Regular	MM 80.84		8	8	8	8	8		40		8	8	8	8	8		24	me 40	
050/051 Vac/PTO																			
052/053 Sick/PTO																			
041 Float Holiday																			
043 Holiday																			
042/045 Holiday Wrkd																			
027 Comp Taken																			
026 Comp Earn																			
022 Overtime																			
098/099 Standby																			
076 Call Back																			
044 Mgmt Leave																			
006 Meals																			
085 Night Shift																			
009 Vehicle	99 \$30		✓	✓	✓	✓	✓				✓	✓	✓	✓	✓				
Corr. PPE 06/19/21																			
009	\$24.00																		
** Total **	MM 80.84		8	8	8	8	8		40		8	8	8	8	8		24	me 40	

Under penalty of perjury, I certify that the foregoing is true and correct

 Employee
  Supervisor

301200

CRA Road Maintenance

TUOLUMNE COUNTY BI-WEEKLY TIME REPORT

Emp Id	Pay Group	FTE	Employee Name	Range	Job Title	Pay Period																
04714	MGT	1.00	Cognetti, Mike	451	Rd Super	06/06/2021	To	06/19/2021	Notes													
Hourly Classification	Grand Total	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total					
020/015 Regular	64		8	8	8	8	8		40		8	8	8				24					
050/051 Vap/PTO	8													8			8					
052/053 Sick/PTO																						
041 Float Holiday																						
043 Holiday	8														8		8					
042/045 Holiday Wrkd																						
027 Comp Taken																						
026 Comp Earn																						
022 Overtime																						
098/099 Standby																						
076 Call Back																						
044 Mgmt Leave																						
006 Meals																						
085 Night Shift																						
009 Vehicle 99	\$24		✓	✓	✓	✓	✓				✓	✓	✓									
** Total **	80	8	8	8	8	8	8	40		8	8	8	8	8	8		40					

Under penalty of perjury, I certify that the foregoing is true and correct.

Employee: Mike Cognetti
 Supervisor: _____
 Department Head: B. Mac L.

Sheila Price

From: Kim MacFarlane
Sent: Thursday, June 24, 2021 11:00 AM
To: Sheila Price
Subject: Mike Cognetti - last timecard

Hi Sheila – can you send me a copy of Mike’s timecard please? Ann noted that his County vehicle use is not showing on his last payroll but he usually claims it – possibly he missed it this time around or it wasn’t captured on his pay?

Thank you,

Kim MacFarlane, P.E.

Director of Public Works | Tuolumne County | t 209.533.5604 | c 925.575.0617



009 \$24.00

301200

Public Works - Road Fund

TUOLUMNE COUNTY
BI-WEEKLY TIME REPORT

Emp ID	Pay Group	FTE	Employee Name	Range	Job Title	Pay Period		Misc 3	
Notes									
05275	RDS	1.00	Garcia, David R	358	Sr Rd Wkr	Start 6/20/21	End 7/3/21		
Hourly Classification	Grand Total	Sun	Mon	Tue	Wed	Thr	Fri	Sat	Total
020/015 Regular	32		8	8	8	8	8		40
050/051 Vac/PTO	8								8
052/053 Sick/PTO									
041 Float Holiday									
043 Holiday									
042/045 Holiday Wrkd									
027 Comp Taken									
026 Comp Earn.									
022 Overtime									
Standby									
076/096 Call Back									
077 HC # of Call Backs									
Shift Diff									
FMLA	80								
** TOTAL **	40								40
Under penalty of perjury, I certify that the foregoing is true and correct.									
David Garcia			Supervisor			Janella Kottling			
Employee						Department Head			

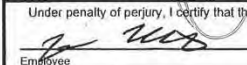
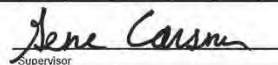
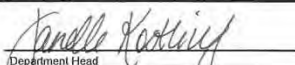
301200

Public Works - Road Fund

TUOLUMNE COUNTY
BI-WEEKLY TIME REPORT

Emp ID	Pay Group	FTE	Employee Name	Range	Job Title	Pay Period		Misc 3									
05592	RDS	1.00	Herbst, Jacob J	338	Road Wkr	Start 6/20/21	End 7/3/21	Notes									
Hourly Classification	Grand Total	Sun	Mon	Tue	Wed	Thr	Fri	Sat	Total	Sun	Mon	Tue	Wed	Thr	Fri	Sat	Total
020/015 Regular	80		8	8	8	8	8		40		8	8	8	8	8		40
050/051 Vac/PTO																	
052/053 Sick/PTO																	
041 Float Holiday																	
043 Holiday																	
042/045 Holiday Wrkd																	
027 Comp Taken																	
026 Comp Earn.																	
022 Overtime																	
Standby																	
076/096 Call Back																	
077 HC # of Call Backs																	
Shift Diff																	
FMLA																	
** TOTAL **	80								40								40


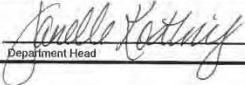
Under penalty of perjury, I certify that the foregoing is true and correct.

 Employee
 Supervisor
 Department Head

301200

Public Works - Road Fund

TUOLUMNE COUNTY
BI-WEEKLY TIME REPORT

Emp ID	Pay Group	FTE	Employee Name	Range	Job Title	Pay Period	Misc 3										
05846	RDS	1.00	Lamberson, Elliott P	338	Road Wkr	Start 6/20/21 End 7/3/21	Notes										
Hourly Classification	Grand Total	Sun	Mon	Tue	Wed	Thr	Fri	Sat	Total	Sun	Mon	Tue	Wed	Thr	Fri	Sat	Total
020/015 Regular	40		8	8	8	8	8		40								
050/051 Vac/PTO	40									8	8	8	8	8			40
052/053 Sick/PTO																	
041 Float Holiday																	
043 Holiday																	
042/045 Holiday Wrkd																	
027 Comp Taken																	
026 Comp Earn.																	
022 Overtime																	
Standby																	
076/096 Call Back																	
077 HC # of Call Backs																	
Shift Diff																	
FMLA																	
** TOTAL **	80								40								40
Under penalty of perjury, I certify that the foregoing is true and correct.																	
<div style="display: flex; justify-content: space-between;"> <div>Employee _____</div> <div>Supervisor </div> <div>Department Head </div> </div>																	

301200

Public Works - Road Fund

TUOLUMNE COUNTY
BI-WEEKLY TIME REPORT

Emp ID	Pay Group	FTE	Employee Name								Range	Job Title		Pay Period							Misc 3
05846	RDS	1.00	Lamberson, Elliott P								338	Road Wkr		Start 6/20/21	End 7/3/21						Notes
Hourly Classification	Grand Total	Sun	Mon	Tue	Wed	Thr	Fri	Sat	Total	Sun	Mon	Tue	Wed	Thr	Fri	Sat	Total				
020/015 Regular	40		8	8	8	8	8		40												
050/051 Vac/PTO	40									8	8	8	8	8			40				
052/053 Sick/PTO																					
041 Float Holiday																					
043 Holiday																					
042/045 Holiday Wrkd																					
027 Comp Taken																					
026 Comp Earn.																					
022 Overtime																					
Standby																					
076/096 Call Back																					
077 HC # of Call Backs																					
Shift Diff																					
FMLA																					
** TOTAL **	(80)								40								40				

Under penalty of perjury, I certify that the foregoing is true and correct.

Employee: E. Lamberson Supervisor: SC Department Head: Donna Kottling

301200

Public Works - Road Fund

TUOLUMNE COUNTY
BI-WEEKLY TIME REPORT

Emp ID	Pay Group	FTE	Employee Name								Range	Job Title								Pay Period		Misc 1
03569	MGT	1.00	Lozano, Michael K								418	Road Supv								Start 6/20/21	End 7/3/21	Notes
Hourly Classification		Grand Total	Sun	Mon	Tue	Wed	Thr	Fri	Sat	Total	Sun	Mon	Tue	Wed	Thr	Fri	Sat	Total				
020/015	Regular	64		8	8	8				24		8	8	8	8	8		40				
050/051	Vac/PTO																					
052/053	Sick/PTO																					
041	Float Holiday																					
043	Holiday																					
042/045	Holiday Wrkd																					
027	Comp Taken																					
026	Comp Earn.																					
009 TRK #56		\$24		-	-	-						-	-	-	-	-						
022	Overtime																					
	Standby																					
076/096	Call Back																					
077	HC # of Call Backs																					
	Shift Diff																					
054 BEREAVEMENT		16					8	8		16												
FMLA																						
** TOTAL **		80								40								40				

Under penalty of perjury, I certify that the foregoing is true and correct.

Employee: Michael K. Lozano Supervisor: Mike Cogwell Department Head: Janella Kortland

mc approved
Relationship: Father in Law

301200

Public Works - Road Fund

TUOLUMNE COUNTY
BI-WEEKLY TIME REPORT

Emp ID	Pay Group	FTE	Employee Name	Range	Job Title	Pay Period	Misc 3										
05944	RDS	1.00	Lozano, Shaun M T	338	Road Wkr	Start 6/20/21 End 7/3/21	Notes										
Hourly Classification	Grand Total	Sun	Mon	Tue	Wed	Thr	Fri	Sat	Total	Sun	Mon	Tue	Wed	Thr	Fri	Sat	Total
020/015 Regular	80		8	8	8	8	8		40		8	8	8	8	8		40
050/051 Vac/PTO																	
052/053 Sick/PTO																	
041 Float Holiday																	
043 Holiday																	
042/045 Holiday Wrkd																	
027 Comp Taken																	
026 Comp Earn.																	
022 Overtime																	
Standby																	
076/096 Call Back																	
077 HC # of Call Backs																	
Shift Diff																	
FMLA																	
** TOTAL **	80								40								40

Under penalty of perjury, I certify that the foregoing is true and correct.

Employee: Shaun Lozano
 Supervisor: Gene Carson
 Department Head: Janella Kortling

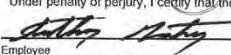

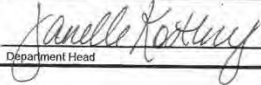
301200

Public Works - Road Fund

TUOLUMNE COUNTY
BI-WEEKLY TIME REPORT

Emp ID	Pay Group	FTE	Employee Name	Range	Job Title	Pay Period		Misc 3										
05427	RDS	1.00	Martinez, Anthony J	338	Road Wkr	Start 6/20/21	End 7/3/21	Notes										
Hourly Classification	Grand Total	Sun	Mon	Tue	Wed	Thr	Fri	Sat	Total	Sun	Mon	Tue	Wed	Thr	Fri	Sat	Total	
020/015 Regular	32		8	8	8	8	8		40		8	8	8	8			32	
050/051 Vac/PTO																		
052/053 Sick/PTO																		
041 Float Holiday	8														8		8	
043 Holiday																		
042/045 Holiday Wrkd																		
027 Comp Taken																		
026 Comp Earn																		
022 Overtime	1												1				1	F
Standby																		
076/096 Call Back	1												1				1	
077 HC # of Call Backs																		
Shift Diff																		
FMLA																		
** TOTAL **	32																42	

Under penalty of perjury, I certify that the foregoing is true and correct.

Employee:  Supervisor:  Department Head: 

Sheila Price

From: Scott Meyers
Sent: Tuesday, July 6, 2021 11:40 AM
To: Sheila Price
Subject: Cash out
00929 MGT
5570-110300

Hello Sheila,

Is it too late to cash out 20 hours this pay period ?

Scott Meyers
Road Services Supervisor
Tuolumne County Public Works
Cell #(209)770-5791
smeyers@co.tuolumne.ca.us

301200

Public Works - Road Fund

TUOLUMNE COUNTY
BI-WEEKLY TIME REPORT

Emp ID	Pay Group	FTE	Employee Name	Range	Job Title	Pay Period		Misc 1									
00929	MGT	1.00	Meyers, David S	422	RdSrvSup	Start 6/20/21	End 7/3/21	Notes									
Hourly Classification	Grand Total	Sun	Mon	Tue	Wed	Thr	Fri	Sat	Total	Sun	Mon	Tue	Wed	Thr	Fri	Sat	Total
020/015 Regular	80		8	8	8	8	8		40		8	8	8	8	8		40
050/051 Vac/PTO																	
052/053 Sick/PTO																	
041 Float Holiday																	
043 Holiday																	
042/045 Holiday Wrkd																	
027 Comp Taken																	
026 Comp Earn.																	
\$36.004	\$20		✓	✓	✓	✓	✓				✓	✓	✓	✓	✓		
022 Overtime																	
Standby																	
076/096 Call Back																	
077 HC # of Call Backs																	
Shift Diff																	
Vol Cashout	20		5570		110300												
FMLA	100																
** TOTAL **	80								40								40

Under penalty of perjury, I certify that the foregoing is true and correct.

David Scott Meyer
Employee

Mike Cogwell
Supervisor

Janella Kottling
Department Head

301200

Public Works - Road Fund

TUOLUMNE COUNTY
BI-WEEKLY TIME REPORT

Emp ID	Pay Group	FTE	Employee Name	Range	Job Title	Pay Period	Misc 3										
01265	RDS	1.00	Parkinson, Jason A	378	Rdcwldwkr	Start 6/20/21 End 7/3/21	Notes										
Hourly Classification	Grand Total	Sun	Mon	Tue	Wed	Thr	Fri	Sat	Total	Sun	Mon	Tue	Wed	Thr	Fri	Sat	Total
020/015 Regular	80		8	8	8	8	8		40		8	8	8	8	8		40
050/051 Vac/PTO																	
052/053 Sick/PTO																	
041 Float Holiday																	
043 Holiday																	
042/045 Holiday Wrkd																	
027 Comp Taken																	
026 Comp Earn.																	
022 Overtime	2				2				2								
Standby																	
076/096 Call Back	1				1				1								
077 HC # of Call Backs																	
Shift Diff																	
FMLA																	
** TOTAL **	83								43								40

Under penalty of perjury, I certify that the foregoing is true and correct.

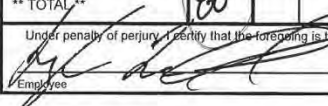
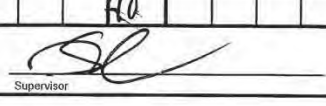
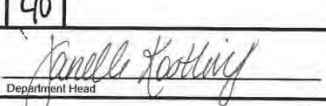
Employee: [Signature] Supervisor: [Signature] Department Head: [Signature]

Choice

301200

Public Works - Road Fund

TUOLUMNE COUNTY
BI-WEEKLY TIME REPORT

Emp ID	Pay Group	FTE	Employee Name	Range	Job Title	Pay Period		Misc 3									
04641	RDS	1.00	Queen II, Lyle K	338	Road Wkr	Start 6/20/21	End 7/3/21	Notes									
Hourly Classification	Grand Total	Sun	Mon	Tue	Wed	Thr	Fri	Sat	Total	Sun	Mon	Tue	Wed	Thr	Fri	Sat	Total
020/015 Regular	64			8	8	8			24		8	8	8	8	8		40
050/051 Vac/PTO	8		8						8								
052/053 Sick/PTO	8						8		8								
041 Float Holiday																	
043 Holiday																	
042/045 Holiday Wrkd																	
027 Comp Taken																	
026 Comp Earn.																	
022 Overtime																	
Standby																	
076/096 Call Back																	
077 HC # of Call Backs																	
Shift Diff																	
FMLA																	
** TOTAL **	80								40								40
Under penalty of perjury, I certify that the foregoing is true and correct.																	
Employee 									Supervisor 								
									Department Head 								

301200

Public Works - Road Fund

TUOLUMNE COUNTY
BI-WEEKLY TIME REPORT

Emp ID	Pay Group	FTE	Employee Name	Range	Job Title	Pay Period		Misc 1	
Notes									
03800	RDS	1.00	Smittle, Michael A	358	Sr Rd Wkr	Start 6/20/21	End 7/3/21		
Hourly Classification	Grand Total	Sun	Mon	Tue	Wed	Thr	Fri	Sat	Total
020/015 Regular	64		8	8	8	8			32
050/051 Vac PTO	8						8		8
052/053 Sick PTO	8							8	8
041 Float Holiday									
043 Holiday									
042/045 Holiday Wrkd									
027 Comp Taken									
026 Comp Earn.									
022 Overtime									
Standby									
076/096 Call Back									
077 HC # of Call Backs									
Shift Diff									
FMLA									
** TOTAL **	80								40
Under penalty of perjury, I certify that the foregoing is true and correct.									
Employee <u>Mike Smittle</u>			Supervisor <u>Daniel Scott May</u>			Department Head <u>Janell Kestling</u>			

301200

Public Works - Road Fund

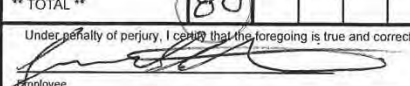

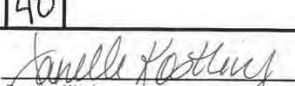
TUOLUMNE COUNTY
BI-WEEKLY TIME REPORT

Emp ID	Pay Group	FTE	Employee Name	Range	Job Title	Pay Period		Misc 1																		
04176	RDS	1.00	Sperry, Jerett D	382	Const Tech	Start 6/20/21	End 7/3/21	Notes																		
Hourly Classification	Grand Total	Sun	Mon	Tue	Wed	Thr	Fri	Sat	Total	Sun	Mon	Tue	Wed	Thr	Fri	Sat	Total									
020/015 Regular	68		8	8	8	8	4		36		8	8	8	8			32									
050/051 Vac/PTO	8														8		8									
052/053 Sick/PTO	4						4		4																	
041 Float Holiday																										
043 Holiday																										
042/045 Holiday Wrkd																										
027 Comp Taken																										
026 Comp Earn.																										
022 Overtime																										
Standby																										
076/096 Call Back																										
077 HC # of Call Backs																										
Shift Diff																										
FMLA																										
** TOTAL **	80								40								40									
Under penalty of perjury, I certify that the foregoing is true and correct.																										
<i>Jerett Sperry</i> Employee									<i>Daniel Scott Meyer</i> Supervisor									<i>Janelle Kootney</i> Department Head								

301200

Public Works - Road Fund

TUOLUMNE COUNTY
BI-WEEKLY TIME REPORT

Emp ID	Pay Group	FTE	Employee Name	Range	Job Title	Pay Period		Misc 2									
04335	RDS	1.00	Stobaugh, Spencer L	378	Rdcrwldwkr	Start 6/20/21	End 7/3/21	Notes									
Hourly Classification	Grand Total	Sun	Mon	Tue	Wed	Thr	Fri	Sat	Total	Sun	Mon	Tue	Wed	Thr	Fri	Sat	Total
020/015 Regular	40		8	8	8	8	8		40								
050/051 Vac/PTO	40									8	8	8	8	8	8		40
052/053 Sick/PTO																	
041 Float Holiday																	
043 Holiday																	
042/045 Holiday Wrkd																	
027 Comp Taken																	
026 Comp Earn.																	
022 Overtime																	
Standby																	
076/096 Call Back																	
077 HC # of Call Backs																	
Shift Diff																	
FMLA																	
** TOTAL **	80								40								40
Under penalty of perjury, I certify that the foregoing is true and correct.																	
																	
Employee			Supervisor			Department Head											

301200

Public Works - Road Fund

TUOLUMNE COUNTY
BI-WEEKLY TIME REPORT

Emp ID	Pay Group	FTE	Employee Name	Range	Job Title	Pay Period	Misc 3										
05799	RDS	1.00	Vallotton, Thomas C	338	Road Wkr	Start 6/20/21 End 7/3/21	Notes										
Hourly Classification	Grand Total	Sun	Mon	Tue	Wed	Thr	Fri	Sat	Total	Sun	Mon	Tue	Wed	Thr	Fri	Sat	Total
020/015 Regular	64		8	8	8	8	8		40		8	8	8				24
050/051 Vac/PTO	16													8	8		16
052/053 Sick/PTO																	
041 Float Holiday																	
043 Holiday																	
042/045 Holiday Wrkd																	
027 Comp Taken																	
026 Comp Earn.																	
022 Overtime																	
Standby																	
076/096 Call Back																	
077 HC # of Call Backs																	
Shift Diff																	
FMLA																	
** TOTAL **	80								40								40

Under penalty of perjury, I certify that the foregoing is true and correct.

Employee: Thomas C Vallotton Supervisor: [Signature] Department Head: [Signature]

301200

Public Works - Road Fund

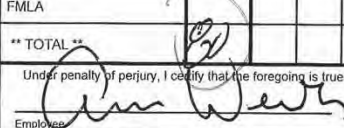
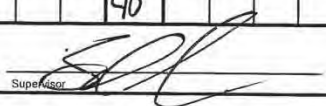
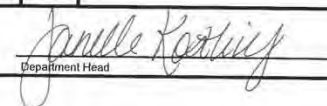
TUOLUMNE COUNTY
BI-WEEKLY TIME REPORT

Emp ID	Pay Group	FTE	Employee Name	Range	Job Title	Pay Period		Misc 3										
04817	RDS	1.00	Weeks, Jarred D	358	Sr Rd Wkr	Start 6/20/21	End 7/3/21	Notes										
Hourly Classification	Grand Total	Sun	Mon	Tue	Wed	Thr	Fri	Sat	Total	Sun	Mon	Tue	Wed	Thr	Fri	Sat	Total	
020/015 Regular	64		8	8	8	8			32			8	8	8	8		32	APPROVED
050/051 Vac/PTO	16						8		8	8							8	
052/053 Sick/PTO																		
041 Float Holiday																		
043 Holiday																		
042/045 Holiday Wrkd																		
027 Comp Taken																		
026 Comp Earn.																		
022 Overtime																		
Standby																		
076/096 Call Back																		
077 HC # of Call Backs																		
Shift Diff																		
FMLA																		
** TOTAL **	80								AD								40	
Under penalty of perjury, I certify that the foregoing is true and correct.																		
Employee <u>J. Weeks</u>			Supervisor <u>AD</u>			Department Head <u>Janella Kertling</u>												

301200

Public Works - Road Fund

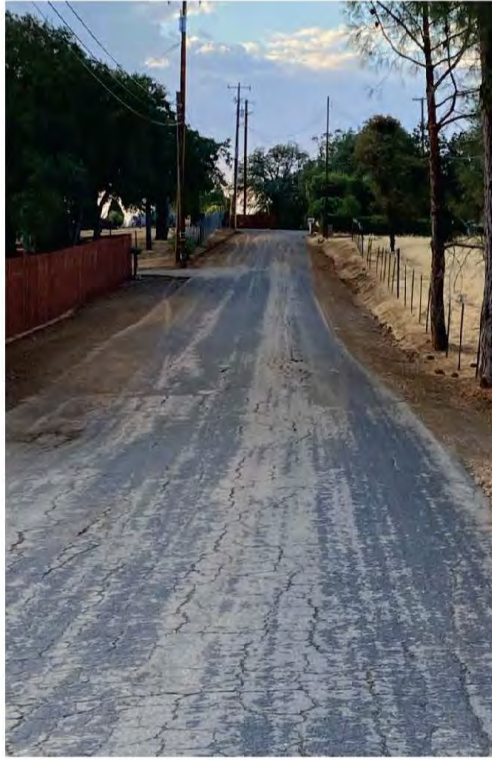
TUOLUMNE COUNTY
BI-WEEKLY TIME REPORT

Emp ID	Pay Group	FTE	Employee Name	Range	Job Title	Pay Period		Misc 1										
00593	RDS	1.00	Wever, Ann K	358	Sr Rd Wkr	Start 6/20/21	End 7/3/21	Notes										
Hourly Classification	Grand Total	Sun	Mon	Tue	Wed	Thr	Fri	Sat	Total	Sun	Mon	Tue	Wed	Thr	Fri	Sat	Total	
020/015 Regular	32		8	8	8		8		32		8	8	8	8	8		40	Approved
050/051 Vac/PTO																		
052/053 Sick/PTO	8					8		8										
041 Float Holiday																		
043 Holiday																		
042/045 Holiday Wrkd																		
027 Comp Taken																		
026 Comp Earn.																		
022 Overtime																		
Standby																		
076/096 Call Back																		
077 HC # of Call Backs																		
Shift Diff																		
FMLA																		
** TOTAL **									40								40	
Under penalty of perjury, I certify that the foregoing is true and correct.																		
Employee 			Supervisor 			Department Head 												

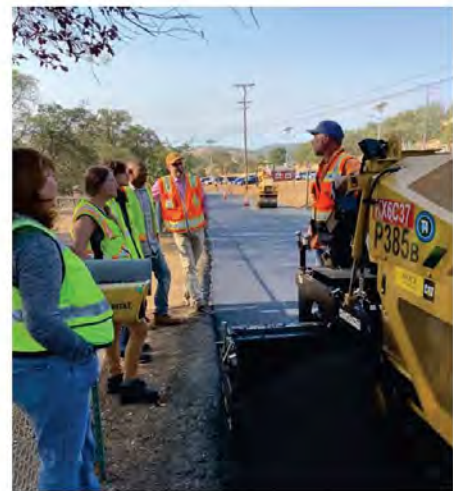
Attachment C

Chicken Ranch Rd – Overlay Project

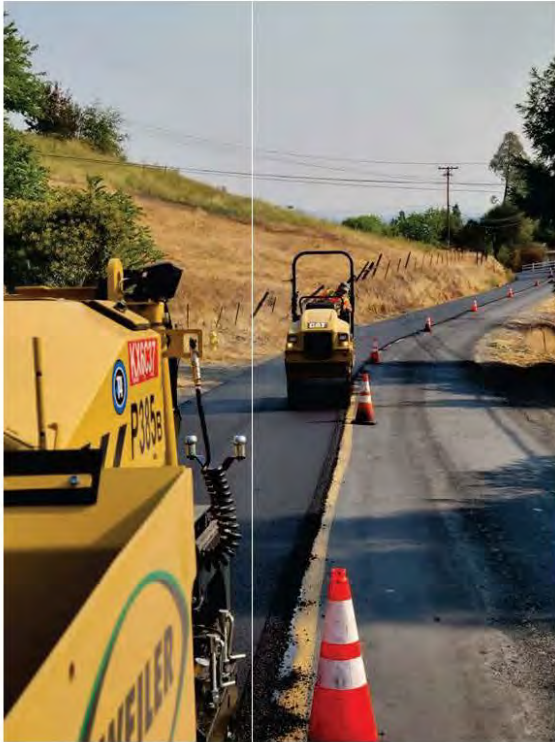
Fall 2021













Attachment D

Justin Bochmann

From: Kim MacFarlane <KMacFarlane@co.tuolumne.ca.us>
Sent: Wednesday, January 12, 2022 4:39 PM
To: Justin Bochmann
Cc: Cody Nesper; Blossom Scott-Heim; Michael Cagnetti
Subject: RE: Public Records Act Request - Chicken Ranch Road Paving Project
Importance: High

Good evening Justin,

I apologize for the delayed response. The decision was made to use force account instead of competitive bidding because the project was intended to be maintenance work under California Public Contract Code Section 22002(d).

If there is any other information you need, please let me know.

Kim MacFarlane, P.E.

Director of Public Works | **Tuolumne County** | 📞 209.533.5604 | 📠 925.575.0617

From: Justin Bochmann <jbochmann@cifac.org>
Sent: Thursday, January 6, 2022 3:09 PM
To: Kim MacFarlane <KMacFarlane@co.tuolumne.ca.us>
Cc: Cody Nesper <CNesper@co.tuolumne.ca.us>; Blossom Scott-Heim <BScott-Heim@co.tuolumne.ca.us>; Michael Cagnetti <MCagnetti@co.tuolumne.ca.us>
Subject: Re: Public Records Act Request - Chicken Ranch Road Paving Project

Ms. MacFarlane,

Thank you for providing the requested information.

I have had a chance to review and it appears as if the project cost to the County was \$111,073.90. This is not including supplies/material (est. \$120K), which was paid for by the Chicken Ranch Rancheria of Me-Wuk Indians of California.

If the cost to the County was in-fact \$111,073.90, can you please provide an explanation for the decision to use force account instead of competitively bidding this work?

Thank you in advance!



Justin Bochmann

Midstate Regional Compliance Manager

📞 209-840-0191 | 📞 209-844-0304

📧 jbochmann@cifac.org | www.cifac.org

P.O. Box 2362, Oakdale, CA 95361

Construction Industry Force Account Council
800-755-3354



On Mon, Dec 13, 2021 at 4:36 PM Kim MacFarlane <KMacFarlane@co.tuolumne.ca.us> wrote:

Good evening Justin,

At your request, attached are the records for Chicken Ranch Road project. Certain records are being withheld as they have been determined to be exempt from disclosure under Gov. Code, § 6254, subd. (k).

Thank you for your patience,

Kim MacFarlane, P.E.

Director of Public Works | Tuolumne County | ☎ 209.533.5604 | 📠 925.575.0617

From: Kim MacFarlane <KMacFarlane@co.tuolumne.ca.us>
Sent: Friday, December 3, 2021 6:11 PM
To: Justin Bochmann <jbochmann@cifac.org>
Cc: Cody Nesper <CNesper@co.tuolumne.ca.us>; Blossom Scott-Heim <BScott-Heim@co.tuolumne.ca.us>
Subject: Re: Public Records Act Request - Chicken Ranch Road Paving Project

Hi Justin - we were just talking about this request. Blossom and I have been out all week at the County Engineer conference but I will check with the team Monday to see if all the documents are available and ready to go. Sorry for the delay.

Kim MacFarlane, P.E.

Director of Public Works

County of Tuolumne

From: Justin Bochmann <jbochmann@cifac.org>
Sent: Friday, December 3, 2021 6:04:13 PM
To: Kim MacFarlane <KMacFarlane@co.tuolumne.ca.us>
Cc: Cody Nesper <CNesper@co.tuolumne.ca.us>; Blossom Scott-Heim <BScott-Heim@co.tuolumne.ca.us>
Subject: Re: Public Records Act Request - Chicken Ranch Road Paving Project

Ms. MacFarlane,

I have not received any further response on this. Can you please provide the requested information at once, or alternatively provide a date in which the records will be made available?

Thank you,



Justin Bochmann

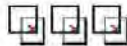
Midstate Regional Compliance Manager

☎ 209-840-0191 ☎ 209-844-0304

jbochmann@cifac.org | www.cifac.org

P.O. Box 2362, Oakdale, CA 95361

Construction Industry Force Account Council
800-755-3354



On Fri, Oct 8, 2021 at 5:03 PM Kim MacFarlane <KMacFarlane@co.tuolumne.ca.us> wrote:

Hi Justin,

We will provide you with the requested documents. This could take some time to collect everything, so please allow a few weeks.

Kim MacFarlane, P.E.

Director of Public Works | **Tuolumne County** | 📞 209.533.5604 | ☎ 925.575.0617

From: Justin Bochmann <jbochmann@cifac.org>

Sent: Friday, October 8, 2021 4:56 PM

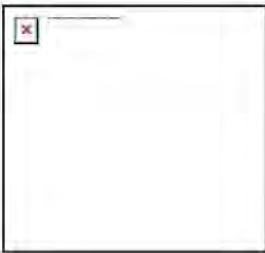
To: Kim MacFarlane <KMacFarlane@co.tuolumne.ca.us>

Subject: Public Records Act Request - Chicken Ranch Road Paving Project

Hello,

Please see the attached California Public Records Act request regarding the Chicken Ranch Road Paving project.

Thank you in advance for your prompt attention to this matter.



Justin Bochmann

Midstate Regional Compliance Manager

☐ 209-840-0191 | ☐ 209-844-0304

jbochmann@cifac.org | www.cifac.org

P.O. Box 2362, Oakdale, CA 95361

Construction Industry Force Account Council
800-755-3354



Attachment E

**Tuolumne County
Department of Public Works
Cost Accounting Management System
Timecard Distribution Multi-Year**

*Detail Report by Project, Road, Act Cd (W/ Divsn), Employee No
Run Date: 12/07/2021 12:23:42pm By: JK
Fiscal Year: 2022, 2021*

Selection Criteria

Exclude Activity Code

0001-0003-0001-0053, 0002-0003-0002-0053, 0003-0003-0003-0053, 0004-0003-0004-0053, 0005-0003-0005-0053, 0008-0003-0008-0053, 0009-0003-0009-0053,
0011-0003-0011-0053, 0012-0003-0012-0053, 0013-0003-0013-0053

Select Date

07/01/21-12/03/21

Select Road

chicken ranch rd

Select Act Cd (No Divsn)

0141

Report Template

Timecard Distribution Audit Trail Activity Project Reports STORMS Jg
T:\Cissadmin\Wincams\Tuofiles\Report\Criteria\Timecard Distribution Audit Trail Activity Project Reports STORMS Jg.rst

Run Date: 12/07/2021 12:17:42pm
 Fiscal Year: 2022, 2021
 Selection Criteria: See Cover Page

Tulsa County
 Department of Public Works
 Cost Accounting Management System
 Timecard Distribution Multi-Year

Page 1
 of 26

Emp#	Name	Date	Reg Hrs	O/T Hrs	Label Charge	Unlaid Charge	Equip Units	Equip Charge	Equip Description	Invoice	Vendor Name	Misc Charge	Other Chg	Total Charge
131M-002 PROJECT: Culvert Replacement Program														
0000000000 ROAD: Chikaskia Ranch NE														
0000 (Act CD (W/ Suman)) DIVISION: West Division														
0141 ACTIVITY: Drainage Maintenance/Replacement														
00000 EMPLOYEE NO: Weaver, Ann K														
Weaver, Ann K	09/14/2021	8.00	0.00	429.22	150.47	2.00	48.00	2012 /	Tonk / P350 / 1401013			0.00	0.00	629.39
Weaver, Ann K	09/15/2021	8.00	0.00	429.22	150.47	2.00	48.00	2012 /	Tonk / P350 / 1401013			0.00	0.00	629.39
Weaver, Ann K	09/16/2021	8.00	0.00	429.22	150.47	2.00	48.00	2012 /	Tonk / P350 / 1401013			0.00	0.00	629.39
Weaver, Ann K	09/17/2021	8.00	0.00	429.22	150.47	2.00	48.00	2012 /	Tonk / P350 / 1401013			0.00	0.00	629.39
Weaver, Ann K	09/17/2021	0.00	2.00	140.04	49.02	1.00	24.00	2013 /	Chevy / Silverado 3500HD			0.00	0.00	212.08
Weaver, Ann K	09/17/2021	1.00	0.00	181.26	59.41	0.00	0.00					0.00	0.00	212.08
* 04092 Subtotal														
		32.00	2.00	2,500.86	767.29	3.00	816.00					0.00	0.00	2,944.28
04335 EMPLOYEE NO: Stobaugh, Spencer														
Stobaugh, Spencer	09/14/2021	8.00	0.00	481.20	169.42	1.00	24.00	2020 /	Chevrolet / 3500HD / 1			0.00	0.00	673.62
Stobaugh, Spencer	09/15/2021	8.00	0.00	481.20	169.42	1.00	24.00	2020 /	Chevrolet / 3500HD / 1			0.00	0.00	673.62
Stobaugh, Spencer	09/16/2021	8.00	0.00	481.20	169.42	1.00	24.00	2020 /	Chevrolet / 3500HD / 1			0.00	0.00	673.62
Stobaugh, Spencer	09/17/2021	8.00	0.00	481.20	169.42	1.00	24.00	2020 /	Chevrolet / 3500HD / 1			0.00	0.00	673.62
* 04335 Subtotal														
		32.00	0.00	1,924.80	673.68	3.00	120.00					0.00	0.00	2,718.48
04611 EMPLOYEE NO: Queen, Lyle														
Queen, Lyle	09/14/2021	8.00	0.00	384.32	134.51	4.00	124.00	2008 /	Peterbilt / 388 / 1272			0.00	0.00	642.83
Queen, Lyle	09/14/2021	0.00	0.00	0.00	0.00	2.00	60.00	2009 /	Peterbilt / 388 / 1272			0.00	0.00	60.00
Queen, Lyle	09/15/2021	8.00	0.00	384.32	134.51	2.00	60.00	1995 /	Ford / F350 17 4x4 90 /			0.00	0.00	568.83
Queen, Lyle	09/16/2021	8.00	0.00	384.32	134.51	1.00	24.00	2007 /	Chevy 1500 4x4 / 3/4T 4			0.00	0.00	542.83
Queen, Lyle	09/17/2021	8.00	0.00	384.32	134.51	1.00	24.00	2009 /	Peterbilt / 388 / 1272			0.00	0.00	568.83
* 04611 Subtotal														
		32.00	0.00	1,537.28	538.04	10.00	320.00					0.00	0.00	2,400.32
05427 EMPLOYEE NO: Martineau, Anthony														
Martineau, Anthony	09/14/2021	8.00	0.00	384.32	134.51	3.00	84.00	2008 /	Peterbilt / 388 / 1272			0.00	0.00	558.84
Martineau, Anthony	09/15/2021	8.00	0.00	384.32	134.51	3.00	84.00	2009 /	John Deere / Backhoe /			0.00	0.00	558.84
Martineau, Anthony	09/16/2021	8.00	0.00	384.32	134.51	3.00	84.00	2008 /	Peterbilt / 388 / 1272			0.00	0.00	558.84
Martineau, Anthony	09/17/2021	8.00	0.00	384.32	134.51	3.00	84.00	2009 /	Peterbilt / 388 / 1272			0.00	0.00	558.84
* 05427 Subtotal														
		32.00	0.00	1,537.60	602.16	12.00	336.00					0.00	0.00	2,412.76
05604 EMPLOYEE NO: Begley, Bradley														
Begley, Bradley	09/14/2021	8.00	0.00	384.32	134.51	1.00	24.00	2007 /	Chevy 1500 4x4 / 3/4T 4			0.00	0.00	532.83
Begley, Bradley	09/15/2021	8.00	0.00	384.32	134.51	1.00	24.00	1995 /	Ford / F350 17 4x4 90 /			0.00	0.00	532.83
Begley, Bradley	09/16/2021	8.00	0.00	384.32	134.51	1.00	24.00	1995 /	Ford / F350 17 4x4 90 /			0.00	0.00	532.83
Begley, Bradley	09/17/2021	8.00	0.00	384.32	134.51	1.00	24.00	1995 /	Ford / F350 17 4x4 90 /			0.00	0.00	532.83
* 05604 Subtotal														
		32.00	0.00	1,537.60	538.04	4.00	96.00					0.00	0.00	1,667.64
05640 EMPLOYEE NO: Lamberson, Elliott														
Lamberson, Elliott	09/14/2021	8.00	0.00	384.32	134.51	2.00	48.00	1995 /	Ford / F350 17 4x4 90 /			0.00	0.00	511.83
Lamberson, Elliott	09/15/2021	8.00	0.00	384.32	134.51	2.00	48.00	1995 /	Chevy 1500 4x4 / 3/4T 4			0.00	0.00	511.83
Lamberson, Elliott	09/17/2021	8.00	0.00	384.32	134.51	1.00	24.00	1995 /	Ford / F350 17 4x4 90 /			0.00	0.00	511.83
* 05640 Subtotal														
		24.00	0.00	1,552.96	403.53	5.00	120.00					0.00	0.00	1,676.49
M CHEN: West Crew														
	09/08/2021	0.00	0.00	0.00	0.00	0.00	0.00			35477014.001	General Plumbing Supply	1,460.79	0.00	1,460.79
	09/08/2021	0.00	0.00	0.00	0.00	0.00	0.00			35477014.001	General Plumbing Supply	5,331.99	0.00	5,331.99
	09/14/2021	0.00	0.00	0.00	0.00	0.00	0.00			100248955	George Reed Inc	208.71	0.00	208.71
	09/15/2021	0.00	0.00	0.00	0.00	0.00	0.00			100248955	George Reed Inc	5.36	0.00	5.36
	09/16/2021	0.00	0.00	0.00	0.00	0.00	0.00			35483190.001	General Plumbing Supply	2,826.61	0.00	2,826.61
	09/17/2021	0.00	0.00	0.00	0.00	0.00	0.00			35483190.001	General Plumbing Supply	60.62	0.00	60.62
	09/17/2021	0.00	0.00	0.00	0.00	0.00	0.00			100248955	George Reed Inc	486.04	0.00	486.04
	09/17/2021	0.00	0.00	0.00	0.00	0.00	0.00			100248955	George Reed Inc	5.36	0.00	5.36
	09/17/2021	0.00	0.00	0.00	0.00	0.00	0.00			100248955	George Reed Inc	165.92	0.00	165.92
	09/17/2021	0.00	0.00	0.00	0.00	0.00	0.00			100248955	George Reed Inc	5.36	0.00	5.36
	09/28/2021	0.00	0.00	0.00	0.00	0.00	0.00			72321501	Hot of California	3,617.77	0.00	3,617.77
* M Subtotal														
		0.00	0.00	0.00	0.00	0.00	0.00					1,460.79	0.00	1,460.79
** 041 Subtotal														
		100.00	2.00	2,553.60	7,123.74	42.00	1,162.00					8,442.32	0.00	21,890.66
*** 0009 Subtotal														
		180.00	2.00	2,553.60	7,123.74	42.00	1,162.00					8,442.32	0.00	21,890.66
0001 (Act CD (W/ Suman)) DIVISION: Construction & Signs														
00020 EMPLOYEE NO: Meyers, David S														
Meyers, David S	09/13/2021	8.00	0.00	332.76	119.47	1.00	15.00	2007 /	Chevrolet / 1500 4x4 /			0.00	0.00	467.23
Meyers, David S	09/14/2021	8.00	0.00	332.76	119.47	1.00	15.00	2018 /	Ford / F-350 / 484 4x4			0.00	0.00	467.23
Meyers, David S	09/15/2021	8.00	0.00	332.76	119.47	1.00	15.00	2019 /	Ford / F-350 / 484 4x4			0.00	0.00	467.23
* 00020 Subtotal														
		24.00	0.00	1,000.28	358.41	3.00	45.00					0.00	0.00	1,103.69
00000 EMPLOYEE NO: Smittle, Michael A														
Smittle, Michael A	09/15/2021	8.00	0.00	151.58	53.08	1.00	24.00	1996 /	Ford / F-350 / 019799			0.00	0.00	228.66
* 00000 Subtotal														
		8.00	0.00	151.58	53.08	1.00	24.00					0.00	0.00	228.66
04176 EMPLOYEE NO: Sperry, Jereck														
Sperry, Jereck	09/13/2021	8.00	0.00	255.00	89.25	0.00	0.00					0.00	0.00	344.25
Sperry, Jereck	09/14/2021	8.00	0.00	255.00	89.25	0.00	0.00					0.00	0.00	344.25
Sperry, Jereck	09/15/2021	8.00	0.00	255.00	89.25	0.00	0.00					0.00	0.00	344.25
* 04176 Subtotal														
		24.00	0.00	1,000.28	358.41	0.00	0.00					0.00	0.00	1,358.69
00096 EMPLOYEE NO: Gardner, Brian														
Gardner, Brian	09/15/2021	8.00	0.00	100.00	37.80	3.00	72.00					0.00	0.00	149.80
* 00096 Subtotal														
		8.00	0.00	100.00	37.80	3.00	72.00					0.00	0.00	149.80

Run Date: 12/07/2021 12:21:42pm
 Fiscal Year: 2020, 2021
 Selection Criteria: See Cover Page

Tulamee County
 Department of Public Works
 Cost Accounting Management System
 Timeused Distribution Multi-Year

Page 2
 of 25

Emp Name	Date	Reg Hrs	O/T Hrs	Labor Charge	Overhd Charge	Equip Units	Equip Charge	Equip Description	Invoice	Vendor Name	Unit Charge	Other Chg	Total Charge
S91N-008 PROJECT: Culvert Replacement Program													
CHICKEN RANCH RD ROAD: Chicken Ranch Rd													
6609 (Art CM HW/ELEVEN) DIVISION: Construction & Signs													
0141 ACTIVITY: Drainage Maintenance/Replacement													
C CREW: Construction Crew													
	09/13/2021			0.00	0.00	0.00	0.00		2100-002752	Sonora Lumber Company	215.87	0.00	215.87
	09/15/2021			0.00	0.00	0.00	0.00		2100-002752	Sonora Lumber Company	20.35	0.00	20.35
	09/15/2021			0.00	0.00	0.00	0.00		2105-002100	Sonora Lumber Company	215.87	0.00	215.87
	09/15/2021			0.00	0.00	0.00	0.00		2105-003100	Sonora Lumber Company	20.35	0.00	20.35
* C Subtotal		0.00	0.00	0.00	0.00	0.00	0.00				472.44	0.00	472.44
** 0141 Subtotal		42.00	0.00	2,804.46	1,016.68	6.00	125.00				472.44	0.00	4,528.50
*** 0009 Subtotal		42.00	0.00	2,804.46	1,016.68	6.00	125.00				472.44	0.00	4,528.50
**** CHICKEN RANCH RD Subtotal		227.00	2.00	11,856.08	4,150.32	47.00	1,297.00				9,113.76	0.00	26,619.16
***** S91N-008 Subtotal		227.00	2.00	11,856.08	4,150.32	47.00	1,297.00				9,113.76	0.00	26,619.16
***** Grand Total		227.00	2.00	11,856.08	4,150.32	47.00	1,297.00				9,113.76	0.00	26,619.16

*** END OF REPORT ***

**Tuolumne County
Department of Public Works
Cost Accounting Management System
Timecard Distribution Multi-Year**

*Detail Report by Road, Act Cd (No Divsn)
Run Date: 12/06/2021 11:15:12am By: JK
Fiscal Year: 2022, 2021*

Selection Criteria

Select Date
07/01/21~12/03/21

Select Act Cd (No Divsn)
0114, 0122

Select Road
CHICKEN RANCH RD

Report Template

*Timecard Distribution Audit Trail Activity Project Reports STORMS Jg
T:\Cissadmin\Wincams\Tuofiles\Report\Criteria\Timecard Distribution Audit Trail Activity Project Reports STORMS Jg.rst*

Run Date: 12/06/2021 11:15:12am Fiscal Year: 2022, 2021 Selection Criteria: See Cover Page				Toolumbe County Department of Public Works Cost Accounting Management System Timecard Distribution Multi-Year										Page 1 By: JH	
Emp Name	Date	Reg Hrs	O/T Hrs	Labor Charge	Ovhd Charge	Equip Units	Equip Charge	Equip Description	Invoice	Vendor Name	Mtrl Charge	Other Chg	Total Charge		
CHICKEN HATCH RD. ROAD: Chicken Hatch Rd															
014 ACT CD (NO DISTRIB): Paying Machine Overlays															
Quinn, Lyle	07/02/2021	4.00	0.00	182.18	67.26	2.00	18.00 2013	Chevy / Silverado 3500HD			0.00	0.00	307.42		
Moves, Ann R	07/02/2021	4.00	0.00	214.84	75.24	2.00	0.00				0.00	0.00	290.08		
	07/02/2021	0.00	0.00	0.00	0.00	0.00	0.00				181.82	0.00	531.62		
Carasner, Matt	09/17/2021	3.00	0.00	150.87	52.80	1.50	36.00 2020	Chevrolet / 3500HD / 1	9706	Key-Seal Products, Inc.	0.00	0.00	239.67		
Carasner, Matt	09/17/2021	0.00	0.00	0.00	0.00	1.50	27.00 1994	Diamond Blit / Emulation5			0.00	0.00	27.00		
Reichhold, Zack	09/20/2021	4.00	0.00	155.72	54.50	2.00	48.00 2013	Chevy / Silverado 3500HD			0.00	0.00	239.22		
Reichhold, Zack	09/20/2021	0.00	0.00	0.00	0.00	2.00	26.00 1994	Diamond Blit / Emulation5			0.00	0.00	26.00		
Carasner, Matt	09/20/2021	4.00	0.00	201.16	70.43	4.00	96.00 2020	Chevrolet / 3500HD / 1			0.00	0.00	307.57		
Moss, Riley	09/20/2021	3.00	0.00	103.20	36.12	3.00	0.00				0.00	0.00	139.32		
Lozano, Michael E	09/20/2021	3.00	0.00	246.24	86.29	3.00	72.00 2015	Chevy / Silverado 2500			0.00	0.00	305.23		
Vallotton, Thomas	09/20/2021	4.00	0.00	187.76	52.42	4.00	96.00 2012	Ford / Super Cab / 133			0.00	0.00	288.18		
Weeks, Jarred	09/20/2021	4.00	0.00	208.24	72.88	4.00	124.00 2020	Peterbilt / 388 / 1272			0.00	0.00	305.12		
Cognetti, Mike	09/21/2021	8.00	0.00	733.68	256.79	1.00	15.00 2008	Chev / Silverado PU / 1			0.00	0.00	1,005.47		
Byrd, Mayson	09/21/2021	6.00	0.00	250.20	83.57	6.00	186.00 2009	Peterbilt Dump / 3Aa Dum			0.00	0.00	333.77		
Reichhold, Zack	09/21/2021	9.00	0.00	311.44	109.00	9.00	152.00 2013	Chevy / Silverado 3500HD			0.00	0.00	420.44		
Reichhold, Zack	09/21/2021	1.00	0.00	116.79	40.88	0.00	0.00				0.00	0.00	157.67		
Carasner, Matt	09/21/2021	8.00	0.00	402.32	140.81	0.00	0.00				0.00	0.00	543.13		
Moss, Riley	09/21/2021	9.00	0.00	275.20	96.32	0.00	0.00				0.00	0.00	371.52		
Ames, Riley	09/21/2021	1.00	0.00	103.20	36.12	0.00	0.00				0.00	0.00	139.32		
Lozano, Michael E	09/21/2021	3.00	0.00	658.24	230.58	4.00	72.00 1994	Diamond Blit / Emulation5			0.00	0.00	948.82		
Lozano, Michael E	09/21/2021	0.00	0.00	0.00	0.00	4.00	96.00 2015	Chevy / Silverado 2500			0.00	0.00	96.00		
Vallotton, Thomas	09/21/2021	9.00	0.00	259.52	84.63	9.00	0.00				0.00	0.00	344.15		
Weeks, Jarred	09/21/2021	3.00	0.00	415.68	145.77	0.00	144.00 2014	Catpiller / C822B / V			0.00	0.00	560.45		
Anderson, Sean R	09/21/2021	8.00	0.00	858.00	230.20	0.00	0.00				0.00	0.00	1,088.20		
Byrd, Bradley	09/21/2021	8.00	0.00	259.20	83.57	8.00	217.00 2009	Peterbilt / 388 / 1272			0.00	0.00	342.77		
Landerson, Elliott	09/21/2021	9.00	0.00	288.72	104.55	1.00	24.00 2013	Chevy / Silverado 3500HD			0.00	0.00	393.27		
Landerson, Elliott	09/21/2021	0.00	0.00	0.00	0.00	2.00	36.00 1993	Diamond Blit / Emulation5			0.00	0.00	36.00		
Martinez, Anthony	09/21/2021	8.00	0.00	344.16	120.54	0.00	106.00 2008	Peterbilt / 388 / 1272			0.00	0.00	464.70		
Queen, Lyle	09/21/2021	2.00	0.00	84.32	33.51	1.00	24.00 1995	Ford / F350 LT 4x4 PU / 1			0.00	0.00	117.83		
Stebuegh, Spencer	09/21/2021	8.00	0.00	481.20	160.42	0.00	0.00				0.00	0.00	641.62		
Moves, Ann R	09/21/2021	8.00	0.00	429.82	150.47	1.00	31.00 2008	Catpiller / C822B / V			0.00	0.00	580.29		
Weyer, Ann R	09/21/2021	0.00	0.00	0.00	0.00	5.00	90.00 2014	Catpiller / C822B / V			0.00	0.00	90.00		
Cognetti, Mike	09/21/2021	1.00	0.00	81.71	22.10	1.00	15.00 2008	Chev / Silverado PU / 1			0.00	0.00	103.81		
Quinn, Lyle	09/21/2021	1.00	0.00	87.23	16.89	1.00	21.00 2012	Ford / F350 / 1401013			0.00	0.00	104.12		
Landerson, Elliott	09/21/2021	1.00	0.00	37.34	13.07	0.00	0.00				0.00	0.00	50.41		
Martinez, Anthony	09/21/2021	1.00	0.00	42.05	15.07	0.00	0.00				0.00	0.00	57.12		
Queen, Lyle	09/21/2021	4.00	0.00	182.16	67.26	4.00	96.00 2013	Chevy / Silverado 3500HD			0.00	0.00	245.42		
Queen, Lyle	09/21/2021	0.00	0.00	0.00	0.00	4.00	72.00 1992	Diamond Blit / Emulation5			0.00	0.00	72.00		
Cognetti, Mike	09/24/2021	3.00	0.00	275.13	96.30	1.00	15.00 2008	Chev / Silverado PU / 1			0.00	0.00	367.43		
Reichhold, Zack	09/24/2021	2.00	0.00	77.56	27.25	0.00	0.00				0.00	0.00	104.81		
Carasner, Matt	09/24/2021	3.00	0.00	150.87	52.80	3.00	72.00 2020	Chevrolet / 3500HD / 1			0.00	0.00	275.67		
Ames, Riley	09/24/2021	2.00	0.00	68.80	24.08	2.00	48.00 2012	Ford / Super Cab / 133			0.00	0.00	101.08		
Vallotton, Thomas	09/24/2021	2.00	0.00	74.88	26.21	0.00	0.00				0.00	0.00	101.09		
Weeks, Jarred	09/24/2021	3.00	0.00	156.18	54.66	0.00	0.00				0.00	0.00	210.84		
Cognetti, Mike	09/27/2021	8.00	0.00	733.68	256.79	1.00	15.00 2008	Chev / Silverado PU / 1			0.00	0.00	1,005.47		
Byrd, Mayson	09/27/2021	6.00	0.00	498.14	174.70	2.00	48.00 2010	Ford / F-350 / 481 Res			0.00	0.00	672.84		
Sperry, Scott	09/27/2021	6.00	0.00	382.50	133.88	0.00	0.00				0.00	0.00	516.38		
Carasner, Matt	09/27/2021	8.00	0.00	280.00	100.80	0.00	0.00				0.00	0.00	380.80		
Byrd, Mayson	09/27/2021	7.00	0.00	312.90	109.52	7.00	217.00 2009	Peterbilt Dump / 3Aa Dum			0.00	0.00	422.42		
Landerson, Jason	09/27/2021	8.00	0.00	410.80	147.78	0.00	144.00 2014	Catpiller / C822B / V			0.00	0.00	558.58		
Reichhold, Zack	09/27/2021	8.00	0.00	311.44	109.00	0.00	0.00				0.00	0.00	420.44		
Carasner, Matt	09/27/2021	8.00	0.00	402.32	140.81	0.00	0.00				0.00	0.00	543.13		
Ames, Riley	09/27/2021	8.00	0.00	275.20	96.32	0.00	0.00				0.00	0.00	371.52		
Lozano, Michael E	09/27/2021	9.00	0.00	658.24	230.58	8.00	152.00 2015	Chevy / Silverado 2500			0.00	0.00	1,090.82		
Vallotton, Thomas	09/27/2021	8.00	0.00	299.52	104.83	0.00	192.00 2012	Ford / Super Cab / 133			0.00	0.00	396.35		
Weeks, Jarred	09/27/2021	0.00	0.00	0.00	0.00	4.00	72.00 1999	Diamond Blit / Emulation5			0.00	0.00	72.00		
Anderson, Sean R	09/27/2021	9.00	0.00	858.00	230.20	2.00	36.00 2013	Chevy / Silverado 3500HD			0.00	0.00	1,088.20		
Byrd, Bradley	09/27/2021	8.00	0.00	259.20	83.57	8.00	186.00 2009	Peterbilt / 388 / 1272			0.00	0.00	342.77		
Garcia, David	09/27/2021	8.00	0.00	386.00	135.10	2.00	48.00 1995	Ford / F350 LT 4x4 PU / 1			0.00	0.00	521.10		
Landerson, Elliott	09/27/2021	8.00	0.00	288.72	104.55	0.00	0.00				0.00	0.00	393.27		
Martinez, Anthony	09/27/2021	8.00	0.00	344.16	120.54	0.00	106.00 2008	Peterbilt / 388 / 1272			0.00	0.00	464.70		
Queen, Lyle	09/27/2021	0.00	0.00	0.00	0.00	0.00	0.00				0.00	0.00	0.00		
Weyer, Ann R	09/27/2021	0.00	0.00	384.22	134.51	0.00	0.00				0.00	0.00	518.73		
Cognetti, Mike	09/28/2021	8.00	0.00	829.92	150.47	2.00	62.00 2008	Peterbilt / 387 Wt Trac			0.00	0.00	980.39		
	09/28/2021	8.00	0.00	733.68	256.79	1.00	15.00 2008	Chev / Silverado PU / 1			0.00	0.00	1,005.47		

Run Date: 12/06/2021 11:15:12am
 Fiscal Year: 2022, 2021
 Selection Criteria: See Codes Page

Tulsa County
 Department of Public Works
 Cost Accounting Management System
 Timecard Distribution Multi-Year

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 Rpt. 28

Emp Name	Date	Reg Hrs	O/T Hrs	Labor Charge	Overd Charge	Equip Units	Equip Charge	Equip Description	Invoice	Vendor Name	Misc Charge	Other Chg	Total Charge
CHRYSLER RANCH RD. ROAD: Chiswick Ranch Rd													
0114 ACT CD (NO DIVISION) Paying Machine Overlays													
Meyers, David S	09/28/2021	8.00	0.00	865.52	232.93	0.00	0.00				0.00	0.00	888.45
Sperry, Jerrett	09/28/2021	8.00	0.00	310.00	176.50	2.00	88.00 2018	Ford / F-350 / 4X4 2dr			0.00	0.00	126.50
Smith, Michael A	09/28/2021	8.00	0.00	404.16	141.46	0.00	0.00				0.00	0.00	545.62
Gardner, Brian	09/28/2021	8.00	0.00	248.06	106.80	0.00	0.00				0.00	0.00	354.86
Boyd, Mayson	09/28/2021	8.00	0.00	357.48	125.16	8.00	248.00 2009	Peterbilt Dump / 3Aa Dum			0.00	0.00	730.76
Farkinson, Jason	09/28/2021	8.00	0.00	410.80	143.78	8.00	144.00 2014	Caterpillar / CR22B / V			0.00	0.00	698.58
Bechtold, Zack	09/28/2021	8.00	0.00	311.44	109.00	0.00	0.00				0.00	0.00	420.44
Casner, Matt	09/28/2021	8.00	0.00	402.32	140.91	8.00	192.00 2020	Chevrolet / 3500HD / V			0.00	0.00	733.23
Ames, Riley	09/28/2021	8.00	0.00	275.20	96.42	0.00	0.00				0.00	0.00	371.62
Lozano, Michael S	09/28/2021	8.00	0.00	438.24	230.88	4.00	02.00 1994	Diamond Bull / Emulsion			0.00	0.00	669.12
Lozano, Michael S	09/28/2021	8.00	0.00	0.00	0.00	0.00	0.00				0.00	0.00	0.00
Vallotton, Thomas	09/28/2021	8.00	0.00	299.52	104.83	0.00	192.00 2013	Chevy / Silverado 3500HD			0.00	0.00	364.35
Weeks, Jared	09/28/2021	8.00	0.00	416.48	145.77	0.00	192.00 2012	Ford / Super Cab / 133			0.00	0.00	754.25
Anderson, Sean B	09/28/2021	8.00	0.00	356.06	230.80	2.00	48.00 2015	Chevy / Silverado 2500			0.00	0.00	916.86
Bejley, Bradley	09/28/2021	8.00	0.00	299.20	104.72	0.00	148.00 2008	Peterbilt / 388 / 1272			0.00	0.00	548.92
Garcia, David	09/28/2021	8.00	0.00	386.00	135.18	2.00	48.00 2012	Ford / F350 / 1401013			0.00	0.00	669.18
Landerson, Elliott	09/28/2021	8.00	0.00	298.72	104.55	2.00	48.00 2012	Ford / F350 / 1401013			0.00	0.00	669.18
Martinez, Anthony	09/28/2021	8.00	0.00	384.48	120.54	8.00	148.00 2008	Peterbilt / 388 / 1272			0.00	0.00	653.02
Quinn, Lyle	09/28/2021	8.00	0.00	384.48	120.54	8.00	148.00 2008	Peterbilt / 388 / 1272			0.00	0.00	653.02
Werner, Ann E	09/28/2021	8.00	0.00	324.32	114.51	1.00	24.00 1999	Ford / F350 / 1401013			0.00	0.00	458.83
Werner, Ann E	09/28/2021	8.00	0.00	0.00	0.00	0.00	0.00				0.00	0.00	0.00
Werner, Ann E	09/28/2021	8.00	0.00	0.00	0.00	0.00	0.00				0.00	0.00	0.00
Cognetti, Mike	09/28/2021	8.00	0.00	373.48	256.79	1.00	30.00 2014	Caterpillar / CR22B / V			0.00	0.00	630.27
Meyers, David S	09/28/2021	8.00	0.00	865.52	232.93	1.00	14.00 2014	Ford / F-350 / 4X4 2dr			0.00	0.00	1,098.45
Sperry, Jerrett	09/28/2021	8.00	0.00	357.48	89.25	1.00	24.00 2014	Ford / F-350 / 4X4 2dr			0.00	0.00	366.73
Smith, Michael A	09/28/2021	8.00	0.00	410.80	141.46	1.00	24.00 2012	Ford / F350 / 1401013			0.00	0.00	596.26
Gardner, Brian	09/28/2021	8.00	0.00	248.06	106.80	0.00	0.00				0.00	0.00	354.86
Boyd, Mayson	09/28/2021	8.00	0.00	357.48	125.16	8.00	192.00 2009	Peterbilt Dump / 3Aa Dum			0.00	0.00	730.76
Farkinson, Jason	09/28/2021	8.00	0.00	410.80	143.78	8.00	144.00 2014	Caterpillar / CR22B / V			0.00	0.00	698.58
Bechtold, Zack	09/28/2021	8.00	0.00	311.44	109.00	0.00	0.00				0.00	0.00	420.44
Casner, Matt	09/28/2021	8.00	0.00	402.32	140.91	8.00	192.00 2020	Chevrolet / 3500HD / V			0.00	0.00	733.23
Ames, Riley	09/28/2021	8.00	0.00	275.20	96.42	0.00	0.00				0.00	0.00	371.62
Vallotton, Thomas	09/28/2021	8.00	0.00	299.52	104.83	0.00	192.00 2013	Chevy / Silverado 3500HD			0.00	0.00	364.35
Weeks, Jared	09/28/2021	8.00	0.00	416.48	145.77	0.00	192.00 2012	Ford / Super Cab / 133			0.00	0.00	754.25
Anderson, Sean B	09/28/2021	8.00	0.00	356.06	230.80	2.00	48.00 2015	Chevy / Silverado 2500			0.00	0.00	916.86
Bejley, Bradley	09/28/2021	8.00	0.00	299.20	104.72	0.00	148.00 2008	Peterbilt / 388 / 1272			0.00	0.00	548.92
Garcia, David	09/28/2021	8.00	0.00	386.00	135.18	2.00	48.00 2012	Ford / F350 / 1401013			0.00	0.00	669.18
Landerson, Elliott	09/28/2021	8.00	0.00	298.72	104.55	2.00	48.00 2012	Ford / F350 / 1401013			0.00	0.00	669.18
Martinez, Anthony	09/28/2021	8.00	0.00	384.48	120.54	8.00	148.00 2008	Peterbilt / 388 / 1272			0.00	0.00	653.02
Quinn, Lyle	09/28/2021	8.00	0.00	384.48	120.54	8.00	148.00 2008	Peterbilt / 388 / 1272			0.00	0.00	653.02
Werner, Ann E	09/28/2021	8.00	0.00	324.32	114.51	1.00	24.00 1999	Ford / F350 / 1401013			0.00	0.00	458.83
Werner, Ann E	09/28/2021	8.00	0.00	0.00	0.00	0.00	0.00				0.00	0.00	0.00
Werner, Ann E	09/28/2021	8.00	0.00	0.00	0.00	0.00	0.00				0.00	0.00	0.00
Cognetti, Mike	09/28/2021	8.00	0.00	373.48	256.79	1.00	30.00 2014	Caterpillar / CR22B / V			0.00	0.00	630.27
Meyers, David S	09/28/2021	8.00	0.00	865.52	232.93	1.00	14.00 2014	Ford / F-350 / 4X4 2dr			0.00	0.00	1,098.45
Sperry, Jerrett	09/28/2021	8.00	0.00	357.48	89.25	1.00	24.00 2014	Ford / F-350 / 4X4 2dr			0.00	0.00	366.73
Smith, Michael A	09/28/2021	8.00	0.00	410.80	141.46	1.00	24.00 2012	Ford / F350 / 1401013			0.00	0.00	596.26
Gardner, Brian	09/28/2021	8.00	0.00	248.06	106.80	0.00	0.00				0.00	0.00	354.86
Boyd, Mayson	09/28/2021	8.00	0.00	357.48	125.16	8.00	192.00 2009	Peterbilt Dump / 3Aa Dum			0.00	0.00	730.76
Farkinson, Jason	09/28/2021	8.00	0.00	410.80	143.78	8.00	144.00 2014	Caterpillar / CR22B / V			0.00	0.00	698.58
Bechtold, Zack	09/28/2021	8.00	0.00	311.44	109.00	0.00	0.00				0.00	0.00	420.44
Casner, Matt	09/28/2021	8.00	0.00	402.32	140.91	8.00	192.00 2020	Chevrolet / 3500HD / V			0.00	0.00	733.23
Ames, Riley	09/28/2021	8.00	0.00	275.20	96.42	0.00	0.00				0.00	0.00	371.62
Vallotton, Thomas	09/28/2021	8.00	0.00	299.52	104.83	0.00	192.00 2013	Chevy / Silverado 3500HD			0.00	0.00	364.35
Weeks, Jared	09/28/2021	8.00	0.00	416.48	145.77	0.00	192.00 2012	Ford / Super Cab / 133			0.00	0.00	754.25
Anderson, Sean B	09/28/2021	8.00	0.00	356.06	230.80	2.00	48.00 2015	Chevy / Silverado 2500			0.00	0.00	916.86
Bejley, Bradley	09/28/2021	8.00	0.00	299.20	104.72	0.00	148.00 2008	Peterbilt / 388 / 1272			0.00	0.00	548.92
Garcia, David	09/28/2021	8.00	0.00	386.00	135.18	2.00	48.00 2012	Ford / F350 / 1401013			0.00	0.00	669.18
Landerson, Elliott	09/28/2021	8.00	0.00	298.72	104.55	2.00	48.00 2012	Ford / F350 / 1401013			0.00	0.00	669.18
Martinez, Anthony	09/28/2021	8.00	0.00	384.48	120.54	8.00	148.00 2008	Peterbilt / 388 / 1272			0.00	0.00	653.02
Quinn, Lyle	09/28/2021	8.00	0.00	384.48	120.54	8.00	148.00 2008	Peterbilt / 388 / 1272			0.00	0.00	653.02
Werner, Ann E	09/28/2021	8.00	0.00	324.32	114.51	1.00	24.00 1999	Ford / F350 / 1401013			0.00	0.00	458.83
Werner, Ann E	09/28/2021	8.00	0.00	0.00	0.00	0.00	0.00				0.00	0.00	0.00
Werner, Ann E	09/28/2021	8.00	0.00	0.00	0.00	0.00	0.00				0.00	0.00	0.00
Cognetti, Mike	09/28/2021	8.00	0.00	373.48	256.79	1.00	30.00 2014	Caterpillar / CR22B / V			0.00	0.00	630.27
Meyers, David S	09/28/2021	8.00	0.00	865.52	232.93	1.00	14.00 2014	Ford / F-350 / 4X4 2dr			0.00	0.00	1,098.45
Sperry, Jerrett	09/28/2021	8.00	0.00	357.48	89.25	1.00	24.00 2014	Ford / F-350 / 4X4 2dr			0.00	0.00	366.73
Smith, Michael A	09/28/2021	8.00	0.00	410.80	141.46	1.00	24.00 2012	Ford / F350 / 1401013			0.00	0.00	596.26
Gardner, Brian	09/28/2021	8.00	0.00	248.06	106.80	0.00	0.00				0.00	0.00	354.86
Boyd, Mayson	09/28/2021	8.00	0.00	357.48	125.16	8.00	192.00 2009	Peterbilt Dump / 3Aa Dum			0.00	0.00	730.76
Farkinson, Jason	09/28/2021	8.00	0.00	410.80	143.78	8.00	144.00 2014	Caterpillar / CR22B / V			0.00	0.00	698.58
Bechtold, Zack	09/28/2021	8.00	0.00	311.44	109.00	0.00	0.00				0.00	0.00	420.44
Casner, Matt	09/28/2021	8.00	0.00	402.32	140.91	8.00	192.00 2020	Chevrolet / 3500HD / V			0.00	0.00	733.23
Ames, Riley	09/28/2021	8.00	0.00	275.20	96.42	0.00	0.00				0.00	0.00	371.62
Vallotton, Thomas	09/28/2021	8.00	0.00	299.52	104.83	0.00	192.00 2013	Chevy / Silverado 3500HD			0.00	0.00	364.35
Weeks, Jared	09/28/2021	8.00	0.00	416.48	145.77	0.00	192.00 2012	Ford / Super Cab / 133			0.00	0.00	754.25
Anderson, Sean B	09/28/2021	8.00	0.00	356.06	230.80	2.00	48.00 2015	Chevy / Silverado 2500			0.00	0.00	916.86
Bejley, Bradley	09/28/2021	8.00	0.00	299.20	104.72	0.00	148.00 2008	Peterbilt / 388 / 1272			0.00	0.00	548.92
Garcia, David	09/28/2021	8.00	0.00	386.00	135.18	2.00	48.00 2012	Ford / F350 / 1401013			0.00	0.00	669.18
Landerson, Elliott	09/28/2021	8.00	0.00	298.72	104.55	2.00	48.00 2012	Ford / F350 / 1401013			0.00	0.00	669.18
Martinez, Anthony	09/28/2021	8.00	0.00	384.48	120.54	8.00	148.00 2008	Peterbilt / 388 / 1272			0.00	0.00	653.02
Quinn, Lyle	09/28/2021	8.00	0.00	384.48	120.54	8.00	148.00 2008	Peterbilt / 388 / 1272			0.00	0.00	653.02

Empi Name	Date	Reg Hrs	OT Hrs	Labor Charge	Overhd Charge	Equip Units	Equip Charge	Equip Description	Invoice	Vendor Name	Mile Charge	Stkes Chg	Total Charge
CHICKEN RANCH RD ROADIE CHICKEN RANCH RD													
0125 ACT CD (RD SVDR) Shoulder Backing													
Martinez, Anthony	10/14/2021	8.00	0.00	386.80	129.94	6.00	256.00 2009	Ford/F150 1T 4x4 Fd			0.00	4.00	722.84
Queen, Lyle	10/14/2021	8.00	0.00	384.32	134.51	4.00	124.00 2004	Ford/F150 1T 4x4 Fd			0.00	0.00	642.83
Stobaugh, Spencer	10/14/2021	8.00	0.00	401.28	140.42	2.00	40.00 2015	Chevy / Silverado 2500			0.00	0.00	597.62
Wever, Ann R	10/14/2021	8.00	0.00	429.42	156.47	2.00	49.00 2020	Chevrolet / 3500HD			0.00	0.00	625.89
Lamberson, Elliott	10/19/2021	8.00	0.00	290.72	104.55	1.00	24.00 1995	Ford / F350 1T 4x4 Fd			0.00	0.00	427.27
Martinez, Anthony	10/19/2021	8.00	0.00	766.40	220.54	2.00	62.00 2008	Ford/F150 1T 4x4 Fd			0.00	0.00	1,048.94
Queen, Lyle	10/19/2021	8.50	0.00	381.32	134.51	3.00	218.00 2009	Ford/F150 1T 4x4 Fd			0.00	0.00	722.94
Stobaugh, Spencer	10/19/2021	8.00	0.00	401.28	140.42	2.00	49.00 2015	Chevy / Silverado 2500			0.00	0.00	597.62
Wever, Ann R	10/19/2021	8.00	0.00	429.42	156.47	2.00	49.00 2020	Chevrolet / 3500HD			0.00	0.00	625.89
Lamberson, Elliott	10/20/2021	8.00	0.00	290.72	104.55	1.00	24.00 1995	Ford / F350 1T 4x4 Fd			0.00	0.00	427.27
Martinez, Anthony	10/20/2021	8.00	0.00	766.40	220.54	2.00	62.00 2008	Ford/F150 1T 4x4 Fd			0.00	0.00	1,048.94
Queen, Lyle	10/20/2021	8.00	0.00	384.32	134.51	4.00	93.00 2008	Ford/F150 1T 4x4 Fd			0.00	0.00	557.91
Stobaugh, Spencer	10/20/2021	8.00	0.00	401.28	140.42	2.00	200.00 2015	Ford/F150 1T 4x4 Fd			0.00	0.00	716.63
Wever, Ann R	10/20/2021	8.00	0.00	429.42	156.47	2.00	49.00 2020	Chevy / Silverado 2500			0.00	0.00	625.89
Regley, Bradley	10/20/2021	8.00	0.00	429.42	156.47	2.00	72.00 2012	Ford / F350 1T 4x4 Fd			0.00	0.00	625.89
Lamberson, Elliott	10/21/2021	8.00	0.00	290.72	104.55	2.00	48.00 2012	Ford / F350 1T 4x4 Fd			0.00	0.00	427.27
Lamberson, Elliott	10/21/2021	8.00	0.00	290.72	104.55	2.00	48.00 2012	Ford / F350 1T 4x4 Fd			0.00	0.00	427.27
Martinez, Anthony	10/21/2021	8.00	0.00	766.40	220.54	2.00	62.00 2008	Ford/F150 1T 4x4 Fd			0.00	0.00	1,048.94
Queen, Lyle	10/21/2021	8.00	0.00	384.32	134.51	1.00	24.00 1995	Utility / Trailer / 95			0.00	0.00	52.00
Stobaugh, Spencer	10/21/2021	8.00	0.00	401.28	140.42	2.00	62.00 2008	Ford/F150 1T 4x4 Fd			0.00	0.00	1,048.94
Wever, Ann R	10/21/2021	8.00	0.00	429.42	156.47	2.00	49.00 2020	Chevrolet / 3500HD			0.00	0.00	625.89
Cognetti, Mike	10/26/2021	1.00	0.00	91.71	32.10	1.00	15.00 2008	Chevy / Silverado 3500			0.00	0.00	126.81
Regley, Bradley	10/26/2021	8.00	0.00	429.42	156.47	2.00	49.00 2020	Chevrolet / 3500HD			0.00	0.00	625.89
Garcia, David	10/26/2021	8.00	0.00	386.00	133.10	2.00	60.00 2014	Catipillar / C522B			0.00	0.00	557.10
Lamberson, Elliott	10/26/2021	8.00	0.00	290.72	104.55	2.00	48.00 1995	Ford / F350 1T 4x4 Fd			0.00	0.00	427.27
Martinez, Anthony	10/26/2021	8.00	0.00	766.40	220.54	2.00	62.00 2008	Ford/F150 1T 4x4 Fd			0.00	0.00	1,048.94</

- * Equipment Rental

Attachment F



October 8, 2021

Kim MacFarlane, Director of Public Works
County of Tuolumne
2 S. Green St.
Sonora, CA 95370

Re: Public Records Act Request - Chicken Ranch Road Paving project

Dear Kim MacFarlane:

The Construction Industry Force Account Council (CIFAC) is a construction industry supported non-profit organization dedicated to Public Contract Code compliance and education. We promote competitive bidding on public works construction projects by using a fair, transparent and objective process.

We were recently notified of the above referenced project and require documentation from your agency for our review. Please provide the following documents or the legal authority under which you claim exemption:

1. Copies of any/all documentation reflecting the funding mechanisms associated with the project
2. Copies of any estimates or cost studies performed prior to the commencement of the project, including an estimate of cost associated with in-house personnel self-performing the work
3. Copies of any/all documents reflecting the scope of work to be performed by in-house personnel, including any changes to the scope listed previously in the bid documents
4. Copies of any/all documents reflecting the timeline of the project, including the estimated start and completion dates for the work
5. Copies of employee time cards who worked on the project, including inspectors and supervisors
6. Copies of all inspection logs/work logs
7. Copies of any/all material invoices
8. Copies of any/all documents reflecting the equipment used on this project, including the make and model of vehicles
9. Copies of any/all photographs taken on the project
10. A copy of the Capital Improvement Budget that references the project

Thank you for your prompt reply to this letter. We are requesting these documents per the California Public Records Act; Government Code 6250 et seq. and, therefore, will expect a reply by October 18, 2021. Please contact me if you have any questions at (209) 840-0191.

Sincerely,

Justin Bochmann
Midstate Regional Compliance Manager
Construction Industry Force Account Council
jbochmann@cifac.org
(209) 840-0191 Cell

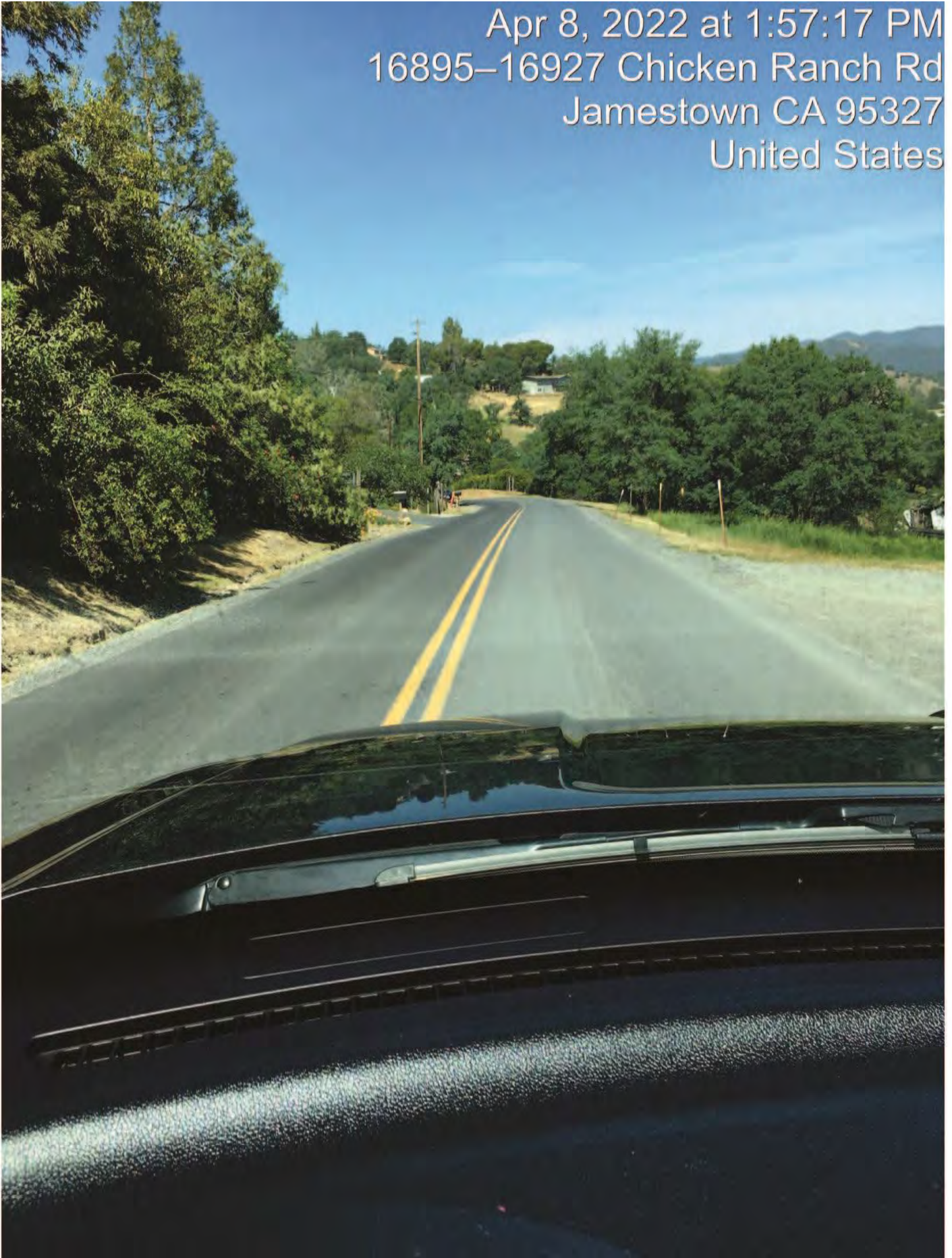
MICHELLE PICKENS, EXECUTIVE DIRECTOR
2420 Martin Road, Suite 250, Fairfield, CA 94534
☎ +1 800 755 3354 📠 +1 707 438 3810
✉ info@cifac.org 🌐 cifac.org

Attachment G

Apr 8, 2022 at 1:59:07 PM
17115 Chicken Ranch Rd
Jamestown CA 95327
United States



Apr 8, 2022 at 1:57:17 PM
16895-16927 Chicken Ranch Rd
Jamestown CA 95327
United States



Apr 8, 2022 at 1:57:36 PM
17061 Chicken Ranch Rd
Jamestown CA 95327
United States



Apr 8, 2022 at 1:59:15 PM
17115 Chicken Ranch Rd
Jamestown CA 95327
United States



Apr 8, 2022 at 2:00:36 PM
17140 Chicken Ranch Rd
Jamestown CA 95327
United States



Attachment H

Justin Bochmann

From: Kim MacFarlane <KMacFarlane@co.tuolumne.ca.us>
Sent: Tuesday, July 6, 2021 1:40 PM
To: Blossom Scott-Heim
Subject: FW: Road Safety Improvement Questions
Attachments: Transportation Safety Improvements - County.docx

From: Monica Fox <mfox@crtribal.com>
Sent: Monday, March 1, 2021 3:23 PM
To: Kim MacFarlane <KMacFarlane@co.tuolumne.ca.us>
Cc: Stephanie Suess <:ssuess@crtribal.com>; Eric Erhardt <EErhardt@co.tuolumne.ca.us>
Subject: Road Safety Improvement Questions

Good afternoon, Kim.

As you are aware, Chicken Ranch Rancheria has been working on various transportation related projects recently. One project we have focused on this past year was developing a Tribal Transportation Safety Assessment (TTSA) for roads serving the Tribal community. We have been coordinating this with the UC of Berkeley Safe Transportation Research and Education Center (SafeTREC) and Caltrans.

As they are finalizing the report and recommendations I wanted to reach out to determine the best way to start a discussion with the county about addressing some short-term, low cost solutions to address immediate safety improvement recommendations on county roads. I have attached a document which includes additional information, maps, recommendations, and justifications for these changes, but the immediate areas we would like to work with the county to address are:

- 1) Replace existing dashed centerline on Chicken Ranch Road with a double yellow centerline
- 2) Extend centerline striping on Chicken Ranch Road beyond the casino
- 3) Consider a 4-way stop on Chicken Ranch Road at the casino parking lot entrances. This would also incorporate improvements to the pedestrian crossing at that location
- 4) Replace the existing yield intersection at Nelson Road and Chicken Ranch Road with a stop sign for Nelson Road traffic.

We feel that a few small changes could provide substantial, immediate improvements to pedestrian and motor vehicle safety on these roadways.

As you know, we are currently in the construction phase of a new access road and roundabout on highway 108 which will provide direct access to tribal lands and dramatically reduce traffic on these roads. However these safety improvements are quite minimal and would improve the long-term safety for all who utilize these areas now and who will continue to utilize them in the future.

Can you please review this information and let us know how we could possibly work together to address these safety concerns?

Thank you for your time. Please feel free to contact me with questions or for additional information.



Monica Fox
Tribal Administrator
Chicken Ranch Rancheria of Me-Wuk Indians of California
P.O. Box 1159, Jamestown, CA 95327 | 209-984-9066

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Chicken Ranch Road and Nelson Road



Intersection of Chicken Ranch Road and Nelson Road

Existing Conditions

The intersection layout and lack of proper signing and striping makes it difficult for drivers to determine who has the right of way. Approaching Chicken Ranch Road from Nelson Road, drivers do not see the Yield sign in time to make the decision to yield or to proceed.

The south west corner is naturally elevated causing a significant line of sight restriction. The collision analyses showed no collision at this intersection. Nevertheless, the conditions create high potential for conflict.

Possible Safety Improvements

Consider coordinating with the County for implementing the following improvements:

Short Term (6-12 months)

- Replace the existing yield sign with a stop sign and a new location (move up 20-40 feet) where the sign could be seen by traffic on Nelson Road.
- Request the County to consider intersection warning sign on Chicken Ranch Road to alert drivers of the Nelson Road intersection.

Medium Term (12-24 months)

- Initiate the discussion for the design to realign Nelson Road to be perpendicular with Chicken Ranch Road.

- Initiate the discussion of the best way to grade the hillside at the south west corner to comply with the line of sight requirement.

Suggestions - Chicken Ranch Road and Nelson Road



Chicken Ranch Road looking east



Chicken Ranch Road

Existing Conditions

Chicken Ranch Road is a County maintained road serving as the main access to many residents and now as the primary access to the Casino and tribal offices. The road is posted for 25 MPH.

The condition of the pavement, as observed in October 2020, was very poor. The road has significant drops and many cracks and potholes.

There is no shoulder to allow for safe pedestrian travel and no signing for bicycle traffic.

There are no curve warning signs. The existing yellow center stripe is a dash line which technically allows driver's passing where the proper line of sight for passing is questionable.

There is no safety lighting and no edge line stripe.



Possible Safety Improvements

Consider coordinating with County for implementing the following improvements, or with their approval through an encroachment permit:

Short Term (6-12 months)

- Pedestrian warning signs with flashing LEDs. About four signs, two in each direction.
- Install share the road signs for bicycle traffic.
- Replace the centerline with double-yellow lines with reflective pots dots. (Detail 22 in the CAMUTCD)
- Install curve warning signs.
- Install intersection warning signs for the one curve on Chicken Ranch Road.
- Install white edge lines along the entire road.
- With the above suggestions consider narrowing the lane width to 10.5 feet. This will help with speed reduction and will accommodate the new striping detail which is wider than the existing ones.



Medium Term (12-24 months)

- Speeding on this road has been presented and observed as a serious issue. Despite the bad pavement conditions vehicles continue to travel well above the posted speed limit of 25 MPH. Consider posting speed display signs.

Long Term (2-5 Years)

- Consider developing a master plan where all modes of travel could be accommodated. This plan will include widening.

Chicken Ranch Road and Nelson Road



Intersection of Chicken Ranch Road and Nelson Road

Existing Conditions

The intersection of the Casino driveway and Chicken Ranch Road functions as an intersection with many competing movements and pedestrian crossings. Opposite to the casino driveway is a driveway to a parking lot across the street. Between the two driveways is a pedestrian crossing without the proper signage.

Possible Safety Improvements

Consider coordinating with the County for implementing the following improvements:

Short Term (6-12 months)

- Define the locations of two distinct driveways using striping and delineations. The wide-open area now does not define the path of travel for vehicular traffic.
- Coordinate with the County to refresh the striping and update the warning signs for the crosswalk according to the CAMUTCD
- Consider a 4-way stop at the driveway locations to improve overall safety of pedestrians and motorists.
- Request the County to consider intersection warning sign on Chicken Ranch Road to alert drivers of the casino intersection.

Commented [SS1]: Is there an update to this given the flashing pedestrian sign?

Justin Bochmann

From: Michael Cognetti <MCognetti@co.tuolumne.ca.us>
Sent: Thursday, May 20, 2021 3:11 PM
To: Blossom Scott-Heim; Kim MacFarlane
Subject: RE: Tribal Council Approval - Chicken Ranch Rd - coordination with Roads

Ooops If we can August September I just spoke with Spencer and the maintenance request are piling up so we will get those knocked out then start on Chicken Ranch rd.

From: Michael Cognetti
Sent: Thursday, May 20, 2021 2:18 PM
To: Blossom Scott-Heim <BScott-Heim@co.tuolumne.ca.us>; Kim MacFarlane <KMacFarlane@co.tuolumne.ca.us>
Subject: RE: Tribal Council Approval - Chicken Ranch Rd - coordination with Roads

Excellent I would think we would be starting sometime first week of July, I will contact Monica.

From: Blossom Scott-Heim <BScott-Heim@co.tuolumne.ca.us>
Sent: Thursday, May 20, 2021 11:10 AM
To: Kim MacFarlane <KMacFarlane@co.tuolumne.ca.us>; Michael Cognetti <MCognetti@co.tuolumne.ca.us>
Subject: RE: Tribal Council Approval - Chicken Ranch Rd - coordination with Roads

Great news, good job!

Blossom Scott-Heim, P.E.
Supervising Engineer
County of Tuolumne | Department of Public Works
2 S. Green Street, Sonora, CA 95370
209.533.5904 | bscott-heim@co.tuolumne.ca.us

From: Kim MacFarlane <KMacFarlane@co.tuolumne.ca.us>
Sent: Thursday, May 20, 2021 11:09 AM
To: Michael Cognetti <MCognetti@co.tuolumne.ca.us>
Cc: Tracie Riggs <TRiggs@co.tuolumne.ca.us>; Eric Erhardt <EErhardt@co.tuolumne.ca.us>; Blossom Scott-Heim <BScott-Heim@co.tuolumne.ca.us>; Quincy Yaley <QYaley@co.tuolumne.ca.us>; David Ruby <DRuby@co.tuolumne.ca.us>; Cody Nesper <CNesper@co.tuolumne.ca.us>
Subject: FW: Tribal Council Approval - Chicken Ranch Rd - coordination with Roads

Hi Mike – the Tribal Council approved the spend on the road materials for Chicken Ranch Rd based on your estimate of \$119,000:
100,000 overlay ac
10,000 tack oil
7,000 leveling ac
2,000 dig outs ac

Can you please reach out to Monica Fox when you are back in the office to schedule and discuss suppliers; I let her know that you were paving on OWF this week.

Thank you,

Kim

Dave and Quincy – just an FYI based on some TEIR comments.

From: Monica Fox <mfox@ctrribal.com>
Sent: Thursday, May 20, 2021 10:26 AM
To: Kim MacFarlane <KMacFarlane@co.tuolumne.ca.us>
Subject: RE: Tribal Council Approval

For the time being, I will be the primary contact so he can coordinate directly with me and I will pass information to our team as needed. We are very happy about this!



Monica Fox
Tribal Administrator
Chicken Ranch Rancheria of Me-Wuk Indians of California
P.O. Box 1159, Jamestown, CA 95327 | 209-984-9066

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From: Kim MacFarlane <KMacFarlane@co.tuolumne.ca.us>
Sent: Thursday, May 20, 2021 10:24 AM
To: Monica Fox <mfox@ctrribal.com>
Subject: RE: Tribal Council Approval

That's fantastic news Monica – thank you and please pass along our thanks to the Council.

It sounds like the Tribe would like to deal directly with the suppliers, so I'll get Mike Coggetti, our Road Superintendent, back in the loop to provide those names/numbers. Who should he work with from your side? And Mike will need to work with your contact on scheduling the work. Right now the road crews are still doing some overlay work out on Old Wards Ferry.

Let us know and we are looking forward to getting this going.

Kim MacFarlane, P.E.
Director of Public Works | **Tuolumne County** | ☎ 209.533.5604 | ✉ 925.575.0617



From: Monica Fox <mfox@ctrribal.com>
Sent: Thursday, May 20, 2021 9:57 AM
To: Kim MacFarlane <KMacFarlane@co.tuolumne.ca.us>
Subject: Tribal Council Approval

Good morning, Kim.

Tribal Council approved the materials purchase for the overlay based upon the estimate provided. Let me know what you need from us on this.

Thank you so much and we are looking forward to working with you and your team on this project.



Monica Fox

Tribal Administrator

Chicken Ranch Rancheria of Me-Wuk Indians of California

P.O. Box 1159, Jamestown, CA 95327 | 209-984-9066

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Justin Bochmann

From: Kim MacFarlane <KMacFarlane@co.tuolumne.ca.us>
Sent: Saturday, October 2, 2021 1:28 PM
To: 'info@getsocialwithtiffany.com'
Subject: FW: Press Release - Chicken Ranch
Attachments: Press Release.docx

FYI

From: Kim MacFarlane <KMacFarlane@co.tuolumne.ca.us>
Sent: Wednesday, June 2, 2021 8:29 PM
To: Emma Hawks <EHawks@co.tuolumne.ca.us>; Michael Cagnetti <MCagnetti@co.tuolumne.ca.us>; Blossom Scott-Heim <BScott-Heim@co.tuolumne.ca.us>; David Ruby <DRuby@co.tuolumne.ca.us>
Subject: Fwd: Press Release

Kim MacFarlane, P.E.
Director of Public Works
County of Tuolumne

From: Tracie Riggs <TRiggs@co.tuolumne.ca.us>
Sent: Wednesday, June 2, 2021 8:13:16 PM
To: Sarah Carrillo <SCarrillo@co.tuolumne.ca.us>; Quincy Yaley <QYaley@co.tuolumne.ca.us>; Dore Bietz <dbietz@co.tuolumne.ca.us>; Kim MacFarlane <KMacFarlane@co.tuolumne.ca.us>; Eric Erhardt <EErhardt@co.tuolumne.ca.us>; Andy Murphy <Andy.Murphy@fire.ca.gov>; Nick Casci <Nick.Casci@fire.ca.gov>; Liz Peterson <LPeterson@co.tuolumne.ca.us>
Subject: FW: Press Release

FYI-Please forward to anyone I may have forgotten.

From: Monica Fox <mfox@ctrribal.com>
Sent: Wednesday, June 2, 2021 1:32 PM
To: Tracie Riggs <TRiggs@co.tuolumne.ca.us>
Subject: Press Release

Good afternoon, Tracie.

Attached is a press release we will be providing to local news outlets to (hopefully) address some of the questions that are coming through. I'm hoping this answers some of your questions on the projects we are currently working on. Please let me know if you have any questions on this.

Thanks and have a good day!



Monica Fox
Tribal Administrator
Chicken Ranch Rancheria of Me-Wuk Indians of California
P.O. Box 1159, Jamestown, CA 95327 | 209-984-9066

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CHICKEN RANCH RANCHERIA OF ME-WUK INDIANS

Press Release

06/02/2021

While there is a lot of interest in the status of Chicken Ranch Rancheria's new casino resort that is slated to open late 2023, construction has not yet begun on that project. The Tribe is currently in the process of finalizing preliminary studies, plans and specifications, a Tribal Environmental Impact Report (TEIR), permitting, and other critical items which need to be finalized prior to construction. It is anticipated that construction on the resort will begin in late summer, 2021. However, several other projects that have been in the planning and permitting stages are currently either under construction or nearing that point. These projects include:

- The most obvious current project is the construction of a new access road that will provide direct access from Highway 108 to the Tribe's lands. Work on this road is currently underway and visible from the highway. This is a safety project the Tribe has been working toward for over three years and is intended to reduce commercial traffic through the residential areas on Chicken Ranch Road by providing a direct access point to Tribal lands. The new access road will be named "People of the Mountain Road" which is a tribute to the Tribe's history, culture, and heritage.
- A new roundabout will start construction in the summer of this year at the intersection of Mackey Ranch Road, Highway 108, and People of the Mountain Road. The Tribe has been working with Caltrans for several years on this project in an effort to provide a much safer access point for casino patrons and visitors to Tribal lands. The existing intersection of Chicken Ranch Road and Highway 108 has been the location of numerous accidents over the years. This new intersection is intended to address those issues. While there may be concerns about the installation of a roundabout, this intersection type is the only design the State would approve as their studies, and several independent studies, have shown this to be a dramatically safer alternative to a signaled intersection. This project was presented to the Tuolumne County Transportation Council on October 10, 2018, to the Tuolumne County Board of Supervisors on August 18, 2020, and the initial study was circulated in September of 2020.
- Improvements to existing infrastructure facilities, as well as construction of new critical infrastructure needed to address the growing needs of the Tribe, are nearing implementation. These include the building of a new wastewater treatment facility to replace the existing facility on the Reservation. This new

facility will be designed to meet the needs of the Tribe for several years and the reclaimed water from the facility will be recycled to meet water needs on Tribal lands, specifically agricultural irrigation needs as the Tribe's agricultural plans come to fruition.

- A new Tribal Administration building is scheduled to start construction in the summer of 2021 adjacent to the existing Tribal Office. This building is intended to provide much needed space for additional Tribal departments and services. This building will provide space for new and expanded programs and departments including Public Safety, Social Services, Tribal Court, Human Resources, Community Development, and Code Compliance and Enforcement, as well as provide a larger conference room, providing adequate space for Tribal Council meetings and other government functions.
- Public safety facilities on Tribal lands are in the planning stages and being developed to meet the emergency needs of the Tribe on their lands. Understanding that Tuolumne County resources are stretched, the Tribe is working toward providing necessary emergency services that will be critical as the Tribe grows.
- The Tribe is in the planning and permitting phase for a new water supply project that will meet the growing water needs of the Tribe, Tribal Members, and the Reservation. This project will include a pipeline that will deliver water purchased by the Tribe from water rights holders in the Stanislaus River Basin and is intended to be a long-term solution to water concerns for the Tribe. In conjunction with this project, water storage tanks and a water treatment facility will be constructed on the Reservation which will provide safe drinking water, adequate fire flow for all facilities on Tribal land, and irrigation water for agricultural development.

The Tribe has been diligent about working cooperatively with state, federal and local agencies to ensure all permitting and environmental concerns are addressed on these projects.

Construction costs for all of these projects, including the roundabout on the state highway, are being fully funded by the Tribe without outside financial assistance, including state, federal or local grants or other funding.

In addition to these projects, the Tribe is partnering with the Tuolumne County Public Works Department to provide a maintenance overlay on Chicken Ranch Road. On this roughly 1.5-mile project, the County will provide necessary labor and equipment and the Tribe will provide and pay for all materials needed to complete the project.

All of these projects are intended to support the self-determination of Chicken Ranch Rancheria and its Tribal Members and ensure a strong foundation is established for the future generations of the Tribe.

Justin Bochmann

From: Monica Fox <mfox@ctrribal.com>
Sent: Monday, September 13, 2021 10:01 AM
To: Michael Cognetti; Kim MacFarlane
Cc: Stephanie Suess; Todd Berg; Derald Prasad; Lloyd Mathiesen
Subject: RE: Chicken Ranch Road Overlay Update

Good morning, Mike.

Thank you so much for the update. I am working on ensuring our accounts with Key Seal and George Reed are up to date. So far Key Seal is in good shape but I need to get additional info to George Reed to reactivate our account as it has been dormant for a while. We have a maximum approved amount for materials of \$120,000. I'll need to work with you on material deliveries that are charged to the Tribe in order to ensure we don't exceed this amount (since you/your crew will be coordinating material deliveries). Let me know if there is a preferred way to do this.

Thank you again for the update and feel free to reach out if you need anything. My cell number is 209-985-9557 if you need to reach me directly (even before or after our standard office hours).



Monica Fox
Tribal Administrator
Chicken Ranch Rancheria of Me-Wuk Indians of California
P.O. Box 1159, Jamestown, CA 95327 | 209-984-9066

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From: Michael Cognetti <MCognetti@co.tuolumne.ca.us>
Sent: Monday, September 13, 2021 8:50 AM
To: Monica Fox <mfox@ctrribal.com>; Kim MacFarlane <KMacFarlane@co.tuolumne.ca.us>
Subject: RE: Chicken Ranch Road Overlay Update

Good Morning Monica

Just updating on the progress on Chicken Ranch Rd.

We have started with the ditching, brushing and will start the culvert replacement this week. Our normal hours of operation will be 7-3:30 so I would expect delays with traffic control. I left a message with Cory from Njirich and would like to let him know what we got going on so it doesn't impact his progress. Paving will start roughly on the 20th of this month and will be completed by the 30th. Any questions just email me back.

Thank You

Mike Cognetti

Road Superintendent

Public Works County of Tuolumne Roads

209-533-5609

From: Monica Fox <mfox@ctrribal.com>
Sent: Tuesday, July 27, 2021 12:30 PM

To: Michael Cagnetti <MCagnetti@co.tuolumne.ca.us>; Kim MacFarlane <KMacFarlane@co.tuolumne.ca.us>
Subject: RE: Chicken Ranch Road Overlay Update

Perfect! Thank you so much for the update. We will work with those vendors to set up an account.



Monica Fox
Tribal Administrator
Chicken Ranch Rancheria of Me-Wuk Indians of California
P.O. Box 1159, Jamestown, CA 95327 | 209-984-9066

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From: Michael Cagnetti <MCagnetti@co.tuolumne.ca.us>
Sent: Tuesday, July 27, 2021 12:29 PM
To: Monica Fox <mfox@crtribal.com>; Kim MacFarlane <KMacFarlane@co.tuolumne.ca.us>
Subject: RE: Chicken Ranch Road Overlay Update

Hello Monica

George Reed Inc. for asphalt. 5695 Obyrnes ferry Rd, Jamestown, CA 95327 209-984-5202

Key Seal for the tack coat materials. 74 W. Linwood Ave, Turlock, CA 95380 209-667-8443

Thinking of getting started the first part of September with the brushing, ditching and culvert replacements and would think the paving would be completed by the end of September. That's what its looking like right now.

From: Monica Fox <mfox@crtribal.com>
Sent: Tuesday, July 27, 2021 10:53 AM
To: Kim MacFarlane <KMacFarlane@co.tuolumne.ca.us>
Cc: Michael Cagnetti <MCagnetti@co.tuolumne.ca.us>
Subject: Chicken Ranch Road Overlay Update

Good morning, Kim.

I am checking in to see if there are any updates on the schedule and also to start coordinating getting the required materials purchased. We have a maximum approved budget for materials of \$120,000. I'm not sure if you are aware, but the Tribe qualifies for a sales tax exemption for materials that are delivered to the Reservation which can help minimize our costs and/or provide more materials if needed to still fall under that approved amount. We want to try to ensure we get any account set up with appropriate vendors and ensure they are aware of this process prior to the work so if we can find out where you typically get your materials, we can work on setting up an account with that vendor.

Please get back to me when you have a chance and thank you for your help.



Monica Fox
Tribal Administrator
Chicken Ranch Rancheria of Me-Wuk Indians of California
P.O. Box 1159, Jamestown, CA 95327 | 209-984-9066

The information contained in this e-mail communication is privileged and/or confidential information intended only for the use of the individual or entity named above. If the reader of this communication is not the intended recipient, you

are hereby notified that any dissemination, distribution or copying of this communication or the information contained herein is strictly prohibited. If you received this communication in error, please immediately notify me by return e-mail and then delete this e-mail from your system. Thank you.

Attachment I



CIFAC
Construction Industry Force Account Council

MICHELLE PICKENS
EXECUTIVE DIRECTOR

2420 Martin Rd STE 250
Fairfield, CA 94534
1,800,755,3354
info@cifac.org
cifac.org



KwikCompli
Mobile App
App Store Google Play



July 22, 2022

Kim MacFarlane
Director of Public Works
2 South Green St.
Sonora, CA 95370

Re: California Uniform Construction Cost Accounting Commission review of the practices used by the County of Tuolumne on the Chicken Ranch Road Culvert Replacement and Paving Overlay Project, pursuant to Public Contract Code Section 22042(c)

Dear Kim MacFarlane,

This letter shall serve as a formal notice to the County of Tuolumne that the Construction Industry Force Account Council (CIFAC) has requested a Commission review of the Chicken Ranch Road Culvert Replacement and Paving Overlay Project, pursuant to Section 22042(c) of the Public Contract Code.

We believe that the County of Tuolumne has improperly classified the Chicken Ranch Road Culvert Replacement and Paving Overlay Project as maintenance, which is defined by Public Contract Code Section 22002 as:

(d)(3) Resurfacing of streets and highways at less than one inch.

In accordance with Public Contract Code Section 22043(c)(2), the Commission review shall commence immediately and conclude within ninety (90) days from the receipt of the request for commission review.

The Construction Industry Force Account Council (CIFAC) is a non-profit organization that represents contractors, contractor associations and the various building trades. As such, we meet the definition of an "interested party" per Public Contract Code Section 22042.

Sincerely,

Michelle Pickens, Executive Director
2420 Martin Road, Suite 250
Fairfield CA, 94534
mpickens@cifac.org













CIFAC
Construction Industry Force Account Council

Item 10B

MICHELLE PICKENS
EXECUTIVE DIRECTOR

2420 Martin Rd STE 250
Fairfield, CA 94534

1.800.755.3354

info@cifac.org

cifac.org

July 22, 2022

John Nunan, Chair
California Uniform Construction
Cost Accounting Commission
Office of the State Controller
Local Government Programs and
Services Division
Local Government Policy Section
P.O. Box 942850
Sacramento, CA 94250



KwikCompli
Mobile App



Sent Via Certified Mail: July 22, 2022

Re: Request for Commission review of the practices used by the Lancaster School District pursuant to Public Contract Code Section 22042.5

Dear Chair Nunan,

This letter shall serve as a formal request for a Commission review concerning the Lancaster School District. We believe that they have violated the California Public Contract Code Section 22034 by failing to bid the work associated with the El Dorado Elem. 20 & 21 New Roofing Project, #2122039 and El Dorado Elem. 23 & 26 New Roofing Project, # 2122040.

This work was split into two separate projects and both contracts were negotiated under the bid threshold. These projects were completed by the same contractor and at the same location. The aggregate value of the work exceeds the bid threshold established by the Commission.

We request that the Commission review the district's practices pursuant to Section 22042.5 of the Public Contract Code listed below:

22042.5. *The commission shall review practices of any participating public agency where an interested party presents evidence that the public agency is not in compliance with Section 22034.*

We have mailed a copy of our complaint to the Lancaster School District (Exhibit "I") and have attached a copy of that letter for your records.

The work in question is described as:

Project Name(s): El Dorado Elem. 20 & 21 New Roofing Project, #2122039 and El Dorado Elem. 23 & 26 New Roofing Project, # 2122040.

Project Location: 361 East Pondera Street, Lancaster, CA 93535



MICHELLE PICKENS
EXECUTIVE DIRECTOR

2420 Martin Rd STE 250
Fairfield, CA 94534

1.800.755.3354

info@cifac.org

cifac.org



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Mobile App



Scope of Work: Demolition and replacement of existing roofs on buildings 20, 21, 23 and 26

Estimated Completion Date: April 21, 2022

Work Performance: Western Pacific Roofing Corporation

Total Approximate Project Value: \$29,550 & \$35,700 totaling \$65,250

Agency Contact: Larry M. Freise, Ed.D

Assistant Superintendent, Business Services

Lancaster School District

44711 Cedar Ave

Lancaster, CA 93534

Timeline of Events: (Exhibit documents are identified the same for both projects)

Exhibit "A"

February 28, 2022 Western Pacific Roofing Corp submits separate proposals for both roofing projects at building's 20 & 21 for \$29,550... and buildings 23 & 26 for \$35,700.

Exhibit "B"

March 9, 2022 Lancaster School District (LSD) executes separate roofing project contracts for both and issues "notice to proceed" starting 3-21-2022 for both projects.

Exhibit "C"

March 9, 2022 LSD files project 20 & 21 with DIR, ID: 407270

March 10, 2022 LSD files project 23 & 26 with DIR, ID: 407395

Exhibit "D"

March 18, 2022 LSD issues separate purchase orders for both projects.

Exhibit "E"

March 28, 2022 Western Pacific submits separate invoices for payment for both projects (Less retention)



CIFAC
Construction Industry Force Account Council

MICHELLE PICKENS

EXECUTIVE DIRECTOR

2420 Martin Rd STE 250
Fairfield, CA 94534

1.800.755.3354

info@cifac.org

cifac.org



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Mobile App



Exhibit “F”

April 5, 2022

LSD issues checks for contractor payment's (\$28,072.50-Bldg's 20 & 21) AND (\$33,915 -Bldg's 23 & 26)

Exhibit “G”

April 21, 2022

Western Pacific Roofing submits separate invoices for payment of retention on both projects. (\$1,477.50 -Bldg's 20 & 21 ... AND \$1,785 – Bldg's 23 & 26)

Exhibit “H”

April 28, 2022

LSD records “Notice of Completion” and releases retention payments on 6-3-2022 issuing final checks for both.

The Construction Industry Force Account Council (CIFAC) is a non-profit organization that represents contractors, contractor associations and the various building trades. As such, we meet the definition of an “interested party” per Public Contract Code Section 22042.

Please feel free to contact Michelle Pickens if you should have any questions regarding this complaint. We request that you notify us in writing of the findings of the Commission.

Sincerely,

Michelle Pickens, Executive Director

2420 Martin Road, Suite 250

Fairfield CA, 94534

mpickens@cifac.org

Enclosures: Exhibits A-I for El Dorado Elem. 20 & 21 New Roofing Project
Exhibits A-I for El Dorado Elem. 23 & 26 New Roofing Project



June 9, 2022

Via electronic email: thompson@lancsd.org
superintendent@lancsd.org

Ms. Ruby Thompson
Director of Fiscal Services
Lancaster School District
44711 Cedar Ave
Lancaster, CA 93534

Re: Public Records Act Request for documents related to: **El Dorado Elem. 20 & 21 New Roofing, Project # 2122039**
(Western Pacific Roofing Corp., contractor)

Dear Ms. Thompson:

The Construction Industry Force Account Council (CIFAC) is a construction industry supported non-profit organization dedicated to Public Contract Code compliance and education. We promote competitive bidding on public works construction projects by using a fair, transparent and objective process.

We have several questions concerning the above referenced project and require documentation from your agency for our review. Please provide the following documents or the legal authority under which you claim exemption:

1. Copies of project advertisement/noticing for bidding (How procured?)
2. Copy of contract between contractor(s) and District
3. Copies of all district Purchase Orders to contractor(s)
4. Copies of all change orders issued to contractor(s)
5. Copies of all invoices submitted by contractor(s) for payment
6. Copies of all payments/checks made to Contractor(s)

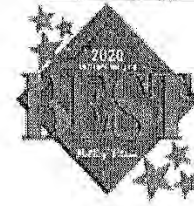
Thank you for your prompt reply to this letter. We are requesting these documents per the California Public Records Act; Government Code 6250 et seq. and, therefore, will expect a reply by June 20, 2022. Please contact me should you have any questions at (805) 419-1543. *(Documents may be sent via electronic mail)*

Sincerely,

Anthony Morelli
Southwestern Regional Compliance Manager
Construction Industry Force Account Council
amorelli@cifac.org www.CIFAC.org
(805) 419-1543 Cell

MICHELLE TUCKER, EXECUTIVE DIRECTOR
2420 Martin Road, Suite 250, Fairfield, CA 94534
+1 800 755 3354 +1 707 438 3810
info@cifac.org cifac.org

Exhibit "A"



February 28, 2022

Lancaster School District
Attn: Dean Furr
44711 North Cedar Avenue
Lancaster, CA 93534

Via Email:
fourd@lancsd.org

Subject: Proposal for New Roof Systems
El Dorado Elementary School
361 East Pondera Street – Rooms 20 & 21
Lancaster, CA 93535

Dear Mr. Furr:

Thank you for the opportunity to prepare our proposal for roofing at the above referenced property.

Western Pacific Roofing Corp (Contractor) submits the following for your consideration:

GENERAL CONDITIONS:

- A. The attached General Terms & Conditions of this standard construction contract shall form a part of these specifications with the same force and effect as though repeated herein.
- B. The Contractor shall furnish all labor, materials, equipment, contractor's licenses and insurance certifications to perform all operations as specified below. The Contractor shall provide labor and material customarily included in work of the same nature to give a quality, complete job.
- C. If unexpected conditions are encountered during the work, and the conditions adversely affect the cost or progress of the work, the Contractor will notify the Owner immediately, and the Contractor and Owner will negotiate a written change-order to resolve the unexpected condition. Unforeseen or unexpected conditions are those not visually noticeable.

A

Lancaster School District
February 28, 2022
Page 2

- D. The Contractor shall occupy, use, and permit others to use the premises only for the purpose of completing the work to be performed under this contract with the Owner. The Contractor shall not authorize or permit any other person to use said premises for any purpose whatsoever. Western Pacific Roofing is to be given all reasonable set-up and staging areas during the duration of the work.
- E. Contractor's scope of work shall not include the identification, detection, abatement, encapsulation or removal of asbestos or similar hazardous substances, including mold, mildew and/or infestation of rodents. If Contractor encounters any such products, materials or conditions in the course of performing its work, or if such hazardous materials are encountered by any other firm performing work at the jobsite and Contractor determines that such materials present a hazard to its employees, Contractor shall have the right to discontinue its work and remove its employees from the jobsite until such products or materials, and anything hazardous connected therewith, are located and abated, encapsulated or removed, or it is determined that no hazard exists (as the case may require), and Contractor shall receive an extension of time to complete its work hereunder and compensation for delays encountered as a result of such situation and correction. With the possible existence of mold, mildew and/or rodents being present before, during or after our work, Contractor's scope of work shall not include the identification, detection or the removal of mold, mildew and/or rodents. Western Pacific Roofing shall not be responsible for entrapment of rodents while performing the scope of work. Owner agrees to hold Contractor harmless and shall indemnify Contractor harmless for any mold, mildew and/or rodent related claims in the future.
- F. If a dispute shall arise between Contractor and Owner with respect to any matters or questions arising out of or relating to this agreement/contract or the breach thereof, such dispute shall be decided by arbitration administered by and in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association or through such arbitration procedures as the parties may agree. This agreement/contract shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any Court having jurisdiction thereof.
- G. Should suit be brought to enforce or interpret any part of this agreement/contract, the "prevailing party" shall be entitled to recover, as an element of costs of suit and not as damages, reasonable attorneys' fees to be fixed by the Court. The "prevailing party" shall be entitled to recover its costs of suit, regardless of whether such suit proceeds to final judgment.



A

Lancaster School District
February 28, 2022
Page 3

INSURANCE:

Western Pacific Roofing Corp. shall secure, pay the premium for and keep in force during our work under this Agreement, the following insurance: Workers Compensation per California statutory limits; General Liability including property damage and bodily injury, with limits not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) aggregate.

SCOPE OF WORK:

1. Remove existing roof system down to plywood. Inspect plywood for damage. Dispose of all debris at landfill.
2. Mechanically fasten 2 layers of FR10 base sheet over plywood.
3. Install 1 layer of GAF 60 MIL TPO mechanically attached with plates and fasteners. Turn membrane down face of perimeter.
4. Heat Weld all laps per manufacturer's requirements. Probe all laps.
5. Install new 24 gauge Anchor-Tite edge metal at entire perimeter. Set all cleat in water cutoff mastic and secure with fasteners. Edge metal to be white in color.
6. Remove all roof related debris upon completion.
7. Furnish manufacturer's 20 Year material warranty.

EXCLUSIONS:

Excludes permits and replacement of damaged plywood. Permits can be pulled at your request and billed at cost. Should damaged plywood be identified, a cost will be provided and agreed to prior to making any repairs. Excludes prevailing wage rates.

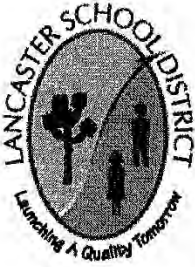
CONTRACT PRICE:

The total cost for all labor, material, supervision, insurance, taxes, is:

Twenty-Nine Thousand Five Hundred Fifty Dollars
\$29,550.00

*****Price includes prevailing wage rates and 2% bonding costs.**





Lancaster School District

44711 NORTH CEDAR AVENUE, LANCASTER, CA 93534-3210

BUSINESS SERVICES DIVISION

CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT (CUPCGAA) PROPOSAL AND FIELD CONTRACT FOR SERVICES UNDER \$60,000

CONTRACT/P.O. # _____

This CONTRACT made and entered into this 9th day of MARCH, 2022

By and between **WESTERN PACIFIC ROOFING CORPORATION**,
hereinafter called the "CONTRACTOR" and "LANCASTER SCHOOL DISTRICT", hereinafter called the "DISTRICT".

WITNESSETH: The parties do hereby contract and agree as follows:

1. Project. Contractor shall perform everything required to be performed and shall provide and furnish all labor, materials, tools, equipment, and all utility and transportation services required for the project:
INSTALLATION OF NEW ROOFING SYSTEM OVER ROOMS 20 & 21 AT EL DORADO ELEMENTARY SCHOOL - REMOVE EXISTING ROOF SYSTEM DOWN TO PLYWOOD, INSPECT WOOD FOR DAMAGE, AND DISPOSE OF ALL DEBRIS TO LANDFILL. MECHANICALLY FASTEN 2 LAYERS OF FR10 BASE SHEET OVER PLYWOOD, INSTALL 1 LAYER OF GAF 60 MIL TPO MECHANICALLY ATTACHED WITH PLATES AND FASTENERS. TURN MEMBRANE DOWN FACE OF PERIMETER. HEAT WELD ALL LAPS PER MANUFACTURER'S REQUIREMENTS AND PROBE ALL LAPS. INSTALL NEW 24 GAUGE ANCHOR-TITE EDGE METAL AT ENTIRE PERIMETER. SET ALL CLEAT IN WATER CUTOFF MASTIC AND SECURE FASTENERS. EDGE METAL TO BE WHITE IN COLOR. REMOVE ALL ROOF RELATED DEBRIS UPON COMPLETION. FURNISH AND INSTALL 20 YEAR MATERIAL WARRANTY.

All work to be performed and materials to be furnished shall be in conformity with any plans, drawings, specifications, bonds, insurance policies, conditions, and modifications thereof which, by this reference, are made a part of this Contract.

2. Contract Price. Subject to the terms and conditions of this Contract, District shall pay to the Contractor for all work to be performed under this Contract the total sum of \$29,550.00.
3. Payments. Contractor shall be paid an amount equivalent to 95 percent of the Contract price upon acceptance of the Project by Lancaster School District Governing Board. Contractor shall be paid the remaining five percent of the Contract Price within 35 days following the recording of a "Notice of Completion".

From the payments specified above, District may make any deductions authorized or required by law or this Contract including, by way of example only, the following:

- A. Liquidated and other damages described in Paragraph 6.
- B. Defective work not remedied.
- C. Failure of Contractor to make proper payments to its subcontractor(s) or material men for materials or labor.
- D. Damage to another contractor
- E. Other damages sustained by District

4. Time for Performance. Contractor shall commence work on the Project on the date stated in District's "Notice to Proceed" and shall complete the Project within 30 calendar days after that.
5. Submission of Bonds and Certificates. Contractor shall not commence any work on the Project until Contractor has submitted to District all certificates and bonds required by this Contract. All bonds and certificates shall be submitted to District within 10 days following execution of the Contract by Contractor.
6. Liquidated Damages. Pursuant to Government Code Section 53069.85, for each calendar day completion is delayed beyond the time allowed in this Contract, Contractor shall forfeit and pay to District the sum of N/A, which shall be deducted from any payments due to or to become due to Contractor.

B

32. **Entire Agreement.** This document, including any conditions, exhibits, schedules, plans, or specifications to which it refers, constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the construction project which is the subject of this Contract and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into the Contract by, nor is any party relying on, any representation or warranty outside those expressly set forth in the Contract.

Executed at Los Angeles County, California

Western Pacific Roofing Corp

(Contractor Name)

BY: [Signature]

(Signature)

President

(Title)

2229 E. Ave Q

Palmdale, CA 93550

(Address)

661-273-1336

(Telephone)

d.villalta@westpacroof.com

(E-mail)

235717

(Contractor's License No.)

1000001599

(Contractor's DIR Registration No.)

Lancaster School District

BY: [Signature]

(Signature)

Director of Facilities

(Title)

* Notice to Proceed

The District wishes you to proceed with this work on March 21, 22 with completion of this project within 30 days.

Lancaster School District

BY: [Signature]

(Signature)

Rob Moody - Director of Operations

Exhibit "C"
[CA.gov](#) | [Contact Us](#) | [DLSE](#)

Division of Apprenticeship Standard / Division of Labor Standards Enforcement

[Home](#) | [Labor Law](#) | [Cal/OSHA - Safety & Health](#) | [Workers' Comp](#) | [Self Insurance](#) | [Apprenticeship](#) | [Director's Office](#) | [Boards](#)
[Home](#) | [Search PWC-100](#) | [Search Results List](#) | [Project Details](#)
Project Number: 2122039**Contract ID:** 2122039**Project Award Date:** 3/9/2022**Awarding Body ID:** 100011353**DIR Project ID:** 407270**Contract Date:** 2/28/2022**Project Submitted Date:** 3/9/2022**AWARDING BODY INFORMATION**

Name:	Lancaster School District	Primary Contact:	Giovanni Simi
Address:	Lancaster School District	Primary Email:	GSIMI@lancsd.org
	44711 North Cedar Avenue	Work Phone:	6619484661
	Lancaster, CA 93534		

PROJECT INFORMATION**Project Name:** New Roof System - El Dorado 20 & 21**Brief Description:** New Roof System - El Dorado 20 & 21**Contract Amount:** \$29,550.00**Total Project Cost:** \$29,550.00**Alternative Model:** N**First Advertised Date:** 2/28/2022**Estimated Start Date:** 3/21/2022**Estimated Completion Date:** 4/21/2022**Physical Address / Location**

Address line 1	Address line 2	City	State	Zip	County
* El Dorado Elementary School	361 East Pondera Street	Lancaster	CA	93535	LOS ANGELES

Propositions:

Will this project receive (or has it received) any funding from Proposition 84 (The Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006)? No

Will this project receive (or has it received) any funding from Proposition 39 (California Clean Energy Jobs Act of 2012)? No

Compliance and Agreements:

Is language included in the Contract Award to effectuate the requirements of Section 1771, 1774 - 1776, 1777.5, 1813 and 1815 of the Labor Code? No

Will you operate a DIR-Approved Labor Compliance Program (LCP) for this project? No

Is there a Project Labor Agreement (PLA) associated with this project? No

General Contractor 1

PWCR Number	NAME	Address	Email	Classification
1000001599	WESTERN PACIFIC ROOFING CORP.	2229 EAST AVENUE Q PALMDALE, CA 93550	DAHALL@WESTPACROOF.COM	ROOFERS

[New Search](#)

Exhibit "D"



SHIP TO:
 Facilities
 44711 N. Cedar Ave.
 Lancaster, CA 93534
 661-948-4661 x103

BILL TO:
 Lancaster School District
 44711 N. Cedar Avenue
 Lancaster, CA 93534
 (661) 948-4661 x115

Final
PURCHASE ORDER NO
PO1-220000003154



PO1-6667-010000-22000001154

VENDOR: 000010328 WESTERN PACIFIC ROOFING CORP 2229 EAST AVE Q PALMDALE, CA 93550		ISSUE DATE: 03/18/2022	BUYER NAME: Ann M Betnal	SPECIAL INSTRUCTIONS:
VENDOR PHONE: (661) 273-1336		PO TERMS:	BUYER PHONE: (661) 948-4661	
VENDOR FAX: (661) 273-8839		SHIP VIA:	BUYER FAX:	
VENDOR EMAIL:		FOR:	BUYER EMAIL: annb@lancsd.org	
VENDOR CONTACT: No Contact				

Line	Commodity Code	Commodity Description	Quantity	UOM	Unit Price	Total Line Amount
1	30150000	New Roof System at El Dorado - 20 & 21	0.00000		0.000000	\$ 29,550.00

ADDITIONAL COMMODITY INFORMATION:
 Per Proposal, Field Contract, and DIR
 DIR Project ID: 407270
 Contract #: 2122039
 Contractor DIR: 1000001599
 Purchase Order Report Board Approval 4/03/22

WAREHOUSE INSTRUCTIONS:
 Facilities
 Issuer: Sara Boyington Requestor: Sara Boyington

Sub Total: \$ 29,550.00
Tax Total: \$ 0.00
Freight Total: \$ 0.00
Total PO Amount: \$ 29,550.00

Lawrence Michael Freise

 AUTHORIZED/APPROVAL SIGNATURE
 Date/Time: 03/18/2022 07:47:52 AM



✓ PR-22*8216 4/1/2022
PR-22*3154
INVOICE NO: 579890
ORDER NO: 579890
PAGE NO: 1

Exhibit "E"

000707
LANCASTER SCHOOL DISTRICT
ATTN: ACCOUNTS PAYABLE
44711 N CEDAR AVENUE
LANCASTER, CA 93534

NOC 4/19

PO#:
2122039

JOB:
219600
EL DORADO ES RM20&21-RR

TERMS:
NET 30

DATE:
03/28/2022

STATEMENT OF CONTRACT ACCOUNT:

Original Contract Amount:	29,550.00
Approved Change Orders:	
Adjusted Contract Amount:	29,550.00
Value of Work Completed to Date:	100% 29,550.00
Less Amount Retained:	1,477.50
Total Less Retainage:	28,072.50
Total Previously Billed (Deduct):	
AMOUNT DUE THIS REQUEST:	28,072.50



THANK YOU FOR YOUR BUSINESS!

PAID

Approved
Dan Lee
3/29/22

2229 East Avenue Q • Palmdale, CA 93550 • (661) 273-1336 • Fax (661) 273-8830
www.westpacroof.com • Contractors License No. 235717

64667

LANCASTER SCHOOL DISTRICT

Payment Date: 04/05/22

EFT Number: 202204040059090

Invoice Number	Inv Rcvd Date	Document ID	Gross Amount	Paid Amount
579890 F14 EL DORADO-NEW ROOF SYSTEM AT EL DORADO - 20 & 21 / 95% DUE	03/30/22	PRC-64667-220000008216	28,072.50	28,072.50

Exhibit "F"

Recorded NCC 4/28/2022

Vendor Number	Name		Page Gross Amount	Page Paid Amount
0000010328	WESTERN PACIFIC ROOFING CORP		\$28,072.50	\$28,072.50
	Disbursement Doc ID	Total Gross Amount	Total Discounts	Total Paid Amount
	EFT-64667-220000002040	\$28,072.50	\$0.00	\$28,072.50

For more information about this payment, please contact
The Accounts Payable Unit at (661) 948-4661



Los Angeles County

LANCASTER SCHOOL DISTRICT
ATTN: ACCOUNTS PAYABLE
44711 CEDAR AVE
LANCASTER, CA 93534

EFT Number

0059090

EFT Date:

04/05/22

Deposited to: WESTERN PACIFIC ROOFING CORP

Amount:

\$28,072.50***

****TWENTY-EIGHT THOUSAND SEVENTY-TWO AND 50/100 US DOLLARS****

WESTERN PACIFIC ROOFING CORP

2229 EAST AVE Q
PALMDALE, CA 93550

NON NEGOTIABLE



WESTERN PACIFIC
Roofing Corporation

✓ PO-22*10421 6/28/2022
POI-22*3154
INVOICE NO: 579923
ORDER NO: 579923
PAGE NO: 1

Exhibit "G"

000707
LANCASTER SCHOOL DISTRICT
ATTN: ACCOUNTS PAYABLE
44711 N CEDAR AVENUE
LANCASTER, CA 93534

PO#:
2122039

JOB:
219600
EL DORADO ES RM20&21-RR

TERMS:
NET 30

DATE:
04/21/2022

STATEMENT OF CONTRACT ACCOUNT:

Original Contract Amount:	29,550.00
Approved Change Orders:	
Adjusted Contract Amount:	29,550.00
Value of Work Completed to Date: 100%	29,550.00
Less Amount Retained:	
Total Less Retainage:	29,550.00
Total Previously Billed (Deduct):	28,072.50
AMOUNT DUE THIS REQUEST:	1,477.50

Recorded - Not = 4/28/2022
+ 35 days = 6/2/2022
Release Retention

RECEIVED
APR 25 2022

Approved
Nelson
4-21-22

THANK YOU FOR YOUR BUSINESS!

2229 East Avenue Q • Palmdale, CA 93550 • (661) 273-1336 • Fax (661) 273-8839
www.westpacroof.com • Contractor's License No. 235717

64667

LANCASTER SCHOOL DISTRICT

Payment Date: 06/03/22

EFT Number: 202206020067351

Invoice Number	Inv Rcvd Date	Document ID	Gross Amount	Paid Amount
579923 F14 EL DORADO -NEW ROOF SYSTEM AT EL DORADO - 20 & 21 / 5% RETENTION	05/26/22	PRC-64667-220000010421	1,477.50	1,477.50

Exhibit "H"

* Recorded WOC 4/28/2022
 + 35 days
 Release Retention
 6/3/2022

Vendor Number	Name		Page Gross Amount	Page Paid Amount
0000010328	WESTERN PACIFIC ROOFING CORP		\$1,477.50	\$1,477.50
	Disbursement Doc ID	Total Gross Amount	Total Discounts	Total Paid Amount
	EFT-64667-220000002565	\$1,477.50	\$0.00	\$1,477.50

For more information about this payment, please contact
 The Accounts Payable Unit at (661) 948-4861



Los Angeles County

LANCASTER SCHOOL DISTRICT
 ATTN: ACCOUNTS PAYABLE
 44711 CEDAR AVE
 LANCASTER, CA 93534

EFT Number
 EFT Date

0067351
 06/03/22

Deposited to: WESTERN PACIFIC ROOFING CORP

Amount: \$1,477.50***

****ONE THOUSAND FOUR HUNDRED SEVENTY-SEVEN AND 50/100 US DOLLARS****

WESTERN PACIFIC ROOFING CORP

2229 EAST AVE Q
 PALMDALE, CA 93550

NON NEGOTIABLE



June 9, 2022

Via electronic email: thompson@lancsd.org
superintendent@lancsd.org

Ms. Ruby Thompson
Director of Fiscal Services
Lancaster School District
44711 Cedar Ave
Lancaster, CA 93534

Re: Public Records Act Request for documents related to: **El Dorado Elem. 23 & 26 New Roofing, Project # 2122040**
(Western Pacific Roofing Corp., contractor)

Dear Ms. Thompson:

The Construction Industry Force Account Council (CIFAC) is a construction industry supported non-profit organization dedicated to Public Contract Code compliance and education. We promote competitive bidding on public works construction projects by using a fair, transparent and objective process.

We have several questions concerning the above referenced project and require documentation from your agency for our review. Please provide the following documents or the legal authority under which you claim exemption:

1. Copies of project advertisement/noticing for bidding (How procured?)
2. Copy of contract between contractor(s) and District
3. Copies of all district Purchase Orders to contractor(s)
4. Copies of all change orders issued to contractor(s)
5. Copies of all invoices submitted by contractor(s) for payment
6. Copies of all payments/checks made to Contractor(s)

Thank you for your prompt reply to this letter. We are requesting these documents per the California Public Records Act; Government Code 6250 et seq. and, therefore, will expect a reply by June 20, 2021. Please contact me should you have any questions at (805) 419-1543. *(Documents may be sent via electronic mail)*

Sincerely,

Anthony Morelli
Southwestern Regional Compliance Manager
Construction Industry Force Account Council
amorelli@cifac.org www.CIFAC.org
(805) 419-1543 Cell

MICHELLE TUCKER, EXECUTIVE DIRECTOR
2420 Martin Road, Suite 250, Fairfield, CA 94534
+1 800 755 3354 +1 707 439 3810
info@cifac.org cifac.org

Exhibit "A"



February 28, 2022

Lancaster School District
Attn: Dean Fourr
44711 North Cedar Avenue
Lancaster, CA 93534

Via Email:
fourrd@lancsd.org

Subject: Proposal for New Roof Systems
El Dorado Elementary School
361 East Pondera Street – Rooms 23 & 26
Lancaster, CA 93535

Dear Mr. Fourr:

Thank you for the opportunity to prepare our proposal for roofing at the above referenced property.

Western Pacific Roofing Corp (Contractor) submits the following for your consideration:

GENERAL CONDITIONS:

- A. The attached General Terms & Conditions of this standard construction contract shall form a part of these specifications with the same force and effect as though repeated herein.
- B. The Contractor shall furnish all labor, materials, equipment, contractor's licenses and insurance certifications to perform all operations as specified below. The Contractor shall provide labor and material customarily included in work of the same nature to give a quality, complete job.
- C. If unexpected conditions are encountered during the work, and the conditions adversely affect the cost or progress of the work, the Contractor will notify the Owner immediately, and the Contractor and Owner will negotiate a written change-order to resolve the unexpected condition. Unforeseen or unexpected conditions are those not visually noticeable.

A

Lancaster School District
February 28, 2022
Page 2

- D. The Contractor shall occupy, use, and permit others to use the premises only for the purpose of completing the work to be performed under this contract with the Owner. The Contractor shall not authorize or permit any other person to use said premises for any purpose whatsoever. Western Pacific Roofing is to be given all reasonable set-up and staging areas during the duration of the work.
- E. Contractor's scope of work shall not include the identification, detection, abatement, encapsulation or removal of asbestos or similar hazardous substances, including mold, mildew and/or infestation of rodents. If Contractor encounters any such products, materials or conditions in the course of performing its work, or if such hazardous materials are encountered by any other firm performing work at the jobsite and Contractor determines that such materials present a hazard to its employees, Contractor shall have the right to discontinue its work and remove its employees from the jobsite until such products or materials, and anything hazardous connected therewith, are located and abated, encapsulated or removed, or it is determined that no hazard exists (as the case may require), and Contractor shall receive an extension of time to complete its work hereunder and compensation for delays encountered as a result of such situation and correction. With the possible existence of mold, mildew and/or rodents being present before, during or after our work, Contractor's scope of work shall not include the identification, detection or the removal of mold, mildew and/or rodents. Western Pacific Roofing shall not be responsible for entrapment of rodents while performing the scope of work. Owner agrees to hold Contractor harmless and shall indemnify Contractor harmless for any mold, mildew and/or rodent related claims in the future.
- F. If a dispute shall arise between Contractor and Owner with respect to any matters or questions arising out of or relating to this agreement/contract or the breach thereof, such dispute shall be decided by arbitration administered by and in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association or through such arbitration procedures as the parties may agree. This agreement/contract shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any Court having jurisdiction thereof.
- G. Should suit be brought to enforce or interpret any part of this agreement/contract, the "prevailing party" shall be entitled to recover, as an element of costs of suit and not as damages, reasonable attorneys' fees to be fixed by the Court. The "prevailing party" shall be entitled to recover its costs of suit, regardless of whether such suit proceeds to final judgment.



A

Lancaster School District
February 28, 2022
Page 3

INSURANCE:

Western Pacific Roofing Corp. shall secure, pay the premium for and keep in force during our work under this Agreement, the following insurance: Workers Compensation per California statutory limits; General Liability including property damage and bodily injury, with limits not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) aggregate.

SCOPE OF WORK:

1. Remove existing roof system down to plywood. Inspect plywood for damage. Dispose of all debris at landfill.
2. Remove existing fascia board from building 23.
3. Install new 2x8 fascia board around entire perimeter, securing with nails, on buildings 23 and 26. (WPRC does not paint the fascia board.)
4. Mechanically fasten 2 layers of FR10 base sheet over plywood.
5. Install 1 layer of GAF 60 MIL TPO mechanically attached with plates and fasteners. Turn membrane down face of perimeter.
6. Heat Weld all laps per manufacturer's requirements. Probe all laps.
7. Install new 24 gauge Anchor-Tite edge metal at entire perimeter. Set all cleat in water cutoff mastic and secure with fasteners. Edge metal to be white in color.
8. Remove all roof related debris upon completion.
9. Furnish manufacturer's 20 Year material warranty.

EXCLUSIONS:

Excludes permits and replacement of damaged plywood. Permits can be pulled at your request and billed at cost. Should damaged plywood be identified, a cost will be provided and agreed to prior to making any repairs. Excludes prevailing wage rates.

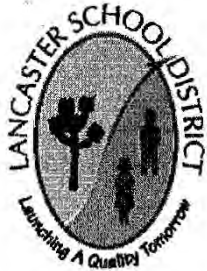
CONTRACT PRICE:

The total cost for all labor, material, supervision, insurance, taxes, is:

Thirty-Five Thousand Seven Hundred Dollars
\$35,700.00

*****Price includes prevailing wage rates and 2% bonding costs.**





Lancaster School District

44711 NORTH CEDAR AVENUE, LANCASTER, CA 93534-3210

BUSINESS SERVICES DIVISION

CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT (CUPCAA) PROPOSAL AND FIELD CONTRACT FOR SERVICES UNDER \$60,000

CONTRACT/P.O. # _____

This CONTRACT made and entered into this 9TH day of MARCH, 2022

By and between WESTERN PACIFIC ROOFING CORPORATION,

hereinafter called the "CONTRACTOR" and "LANCASTER SCHOOL DISTRICT, hereinafter called the "DISTRICT".

WITNESSETH: The parties do hereby contract and agree as follows:

1. Project. Contractor shall perform everything required to be performed and shall provide and furnish all labor, materials, tools, equipment, and all utility and transportation services required for the project:
INSTALLATION OF NEW ROOFING SYSTEM OVER ROOMS 23 & 26 AT EL DORADO ELEMENTARY SCHOOL – REMOVE EXISTING ROOF SYSTEM DOWN TO PLYWOOD, INSPECT WOOD FOR DAMAGE, AND DISPOSE OF ALL DEBRIS TO LANDFILL. REMOVE EXISTING FASCIA BOARD FROM BUILDING 23, INSTALL NEW 2X8 FASCIA BOARD AROUND ENTIRE PERIMETER SECURING WITH NAILS ON BUILDINGS 23 AND 26. MECHANICALLY FASTEN 2 LAYERS OF FR10 BASE SHEET OVER PLYWOOD, INSTALL 1 LAYER OF GAF 60 MIL TPO MECHANICALLY ATTACHED WITH PLATES AND FASTENERS. TURN MEMBRANE DOWN FACE OF PERIMETER. HEAT WELD ALL LAPS PER MANUFACTURER'S REQUIREMENTS AND PROBE ALL LAPS. INSTALL NEW 24 GAUGE ANCHOR-TITE EDGE METAL AT ENTIRE PERIMETER. SET ALL CLEAT IN WATER CUTOFF MASTIC AND SECURE FASTENERS. EDGE METAL TO BE WHITE IN COLOR. REMOVE ALL ROOF RELATED DEBRIS UPON COMPLETION. FURNISH AND INSTALL 20 YEAR MATERIAL WARRANTY.

All work to be performed and materials to be furnished shall be in conformity with any plans, drawings, specifications, bonds, insurance policies, conditions, and modifications thereof which, by this reference, are made a part of this Contract.

2. Contract Price. Subject to the terms and conditions of this Contract, District shall pay to the Contractor for all work to be performed under this Contract the total sum of **\$35,700.00**.
3. Payments. Contractor shall be paid an amount equivalent to 95 percent of the Contract price upon acceptance of the Project by Lancaster School District Governing Board. Contractor shall be paid the remaining five percent of the Contract Price within 35 days following the recording of a "Notice of Completion".

From the payments specified above, District may make any deductions authorized or required by law or this Contract including, by way of example only, the following:

- A. Liquidated and other damages described in Paragraph 6.
 - B. Defective work not remedied.
 - C. Failure of Contractor to make proper payments to its subcontractor(s) or material men for materials or labor.
 - D. Damage to another contractor
 - E. Other damages sustained by District
4. Time for Performance. Contractor shall commence work on the Project on the date stated in District's "Notice to Proceed" and shall complete the Project within 30 calendar days after that.
 5. Submission of Bonds and Certificates. Contractor shall not commence any work on the Project until Contractor has submitted to District all certificates and bonds required by this Contract. All bonds and certificates shall be submitted to District within 10 days following execution of the Contract by Contractor.
 6. Liquidated Damages. Pursuant to Government Code Section 53069.85, for each calendar day completion is delayed beyond the time allowed in this Contract, Contractor shall forfeit and pay to District the sum of *N/A*, which shall be deducted from any payments due to or to become due to Contractor.

B

32. Entire Agreement. This document, including any conditions, exhibits, schedules, plans, or specifications to which it refers, constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the construction project which is the subject of this Contract and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Contract by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Contract.

Executed at Los Angeles County, California

Western Pacific Roofing Corp

(Contractor Name)

BY [Signature]
(Signature)

President

(Title)

2229 E. Ave O

Palm Dale, CA 93550

(Address)

661-273-1336

(Telephone)

d.villalta@westpacroof.com

(E-mail)

235717

(Contractor's License No.)

1000001599

(Contractor's DIR Registration No.)

Lancaster School District

BY [Signature]

(Signature)

Director of Facilities

(Title)

* Notice to Proceed

The District wishes you to proceed with this work on March 21, 2022 with completion of this project within 30 days.

Lancaster School District

BY: [Signature]

(Signature)

Rob Moody - Director of operations

Exhibit "C"
[CA.gov](#) | [Contact Us](#) | [DLSE](#)

Division of Apprenticeship Standards / Division of Labor Standards Enforcement

[Home](#) | [Labor Law](#) | [Cal/OSHA - Safety & Health](#) | [Workers' Comp](#) | [Self Insurance](#) | [Apprenticeship](#) | [Director's Office](#) | [Boards](#)
[Home](#) | [Search PWC-100](#) | [Search Results List](#) | [Project Details](#)
Project Number: 2122040**Contract ID:** 2122040**Project Award Date:** 3/9/2022**Awarding Body ID:** 100011353**DIR Project ID:** 407395**Contract Date:** 2/28/2022**Project Submitted Date:** 3/10/2022**AWARDING BODY INFORMATION**

Name:	Lancaster School District	Primary Contact:	Giovanni Simi
Address:	Lancaster School District	Primary Email:	GSIMI@lancsd.org
	44711 North Cedar Avenue	Work Phone:	6619484661
	Lancaster, CA 93534		

PROJECT INFORMATION**Project Name:** New Roof System - El Dorado 23 & 26**Brief Description:** New Roof System - El Dorado 23 & 26**Contract Amount:** \$35,700.00**Total Project Cost:** \$35,700.00**Alternative Model:** N**First Advertised Date:** 2/28/2022**Estimated Start Date:** 3/21/2022**Estimated Completion Date:** 4/21/2022**Physical Address / Location**

Address line 1	Address line 2	City	State	Zip	County
El Dorado Elementary School	361 East Pondera Street	Lancaster	CA	93535	LOS ANGELES

Propositions:

Will this project receive (or has it received) any funding from Proposition 84 (The Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006)? No

Will this project receive (or has it received) any funding from Proposition 39 (California Clean Energy Jobs Act of 2012)? No

Compliance and Agreements:

Is language included in the Contract Award to effectuate the requirements of Section 1771, 1774 - 1776, 1777.5, 1813 and 1815 of the Labor Code? No

Will you operate a DIR-Approved Labor Compliance Program (LCP) for this project? No

Is there a Project Labor Agreement (PLA) associated with this project? No

General Contractor 1

PWCR Number	NAME	Address	Email	Classification
1000001599	WESTERN PACIFIC ROOFING CORP.	2229 EAST AVENUE Q PALMDALE, CA 93550	DAHALL@WESTPACROOF.COM	ROOFERS

[New Search](#)

SHIP TO:

Facilities
44711 N. Cedar Ave.
Lancaster, CA 93534
(661) 948-4661 x103

BILL TO:

Lancaster School District
44711 N. Cedar Avenue
Lancaster, CA 93534
(661) 948-4661 x115



Final

PURCHASE ORDER NO
PO1-220000003163

PO1-220000003163

VENDOR: 0000010328 WESTERN PACIFIC ROOFING CORP 2229 EAST AVE Q PALMDALE, CA 93550		ISSUE DATE: 03/18/2022 VENDOR PHONE: (661) 273-1536 VENDOR FAX: (661) 273-8839 VENDOR EMAIL:		DUE DATE: PO TERMS: SHIP VIA: FOB:		BUYER NAME: Ana M Bernal BUYER PHONE: (661) 948-4661 BUYER FAX: (661) 949-1520 BUYER EMAIL: anab@lancsd.org		SPECIAL INSTRUCTIONS: • This PO number must appear on all packing slips, shipping documents, packages, and invoices.	
VENDOR CONTACT: No Contact									

Line	Commodity Code	Commodity Description	Quantity	UOM	Unit Price	Total Line Amount
1	30130000	New Roof System at El Dorado 23 & 26	0.00000		0.000000	\$ 35,700.00

ADDITIONAL COMMODITY INFORMATION
 Per Proposal, Field Contract, and DIR
 DIR Project ID: 407395
 Contract #: 2122040
 Contractor DIR: 1080001599

WAREHOUSE INSTRUCTIONS:

Facilities
 Issued: Sara Bevington Requestor: Sara Bevington

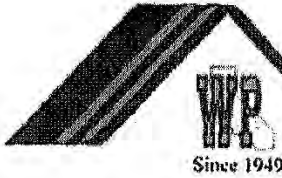
Sub Total: \$ 35,700.00
 Tax Total: \$ 0.00
 Freight Total: \$ 0.00
 Total PO Amount: \$ 35,700.00

Exhibit "D"

Michele Bowers

AUTHORIZED APPROVAL SIGNATURE

Date/Time: 03/18/2022 04:11:42 PM



WESTERN PACIFIC
Roofing Corporation

✓ 7/1-22*8217 4/1/2022
701-22*3163 (KS)
INVOICE NO: 579891
ORDER NO: 579891
PAGE NO: 1

Exhibit "E"

000707
LANCASTER SCHOOL DISTRICT
ATTN: ACCOUNTS PAYABLE
44711 N CEDAR AVENUE
LANCASTER, CA 93534

NOC 4/19

PO#: JOB: TERMS:
219700 NET 30
EL DORADO ES RM23&26-RR

DATE:
03/28/2022

STATEMENT OF CONTRACT ACCOUNT:

Original Contract Amount: 35,700.00

Approved Change Orders:

Adjusted Contract Amount: 35,700.00

Value of Work Completed to Date: 100% 35,700.00

✓ Less Amount Retained: 1,785.00

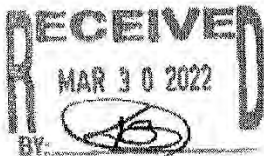
Total Less Retainage: 33,915.00

Total Previously Billed (Deduct):

AMOUNT DUE THIS REQUEST: 33,915.00

PAID

Approved
Dean Law
3-29-22



THANK YOU FOR YOUR BUSINESS!

2229 East Avenue Q • Palmdale, CA 93550 • (661) 273-1336 • Fax (661) 273-8839
www.westpacroof.com • Contractors License No. 235717

64667

LANCASTER SCHOOL DISTRICT

Payment Date: 04/05/22

EFT Number: 202204040059091

Invoice Number	Inv Rcvd Date	Document ID	Gross Amount	Paid Amount
579891 F14 EL DORADO -NEW ROOF SYSTEM AT EL DORADO 23 & 26 / 95% DUE	03/30/22	PRC-64667-220000008217	33,915.00	33,915.00

Exhibit "F"

Recorded NOC 4/28/2022

Vendor Number	Name	Page Gross Amount	Page Paid Amount
0000010328	WESTERN PACIFIC ROOFING CORP	\$33,915.00	\$33,915.00
Disbursement Doc ID	Total Gross Amount	Total Discounts	Total Paid Amount
EFT-64667-220000002041	\$33,915.00	\$0.00	\$33,915.00

For more information about this payment, please contact
The Accounts Payable Unit at (661) 948-4661



Los Angeles County

LANCASTER SCHOOL DISTRICT
ATTN: ACCOUNTS PAYABLE
44711 CEDAR AVE
LANCASTER, CA 93534

EFT Number
EFT Date:

0059091
04/05/22

Deposited to: WESTERN PACIFIC ROOFING CORP

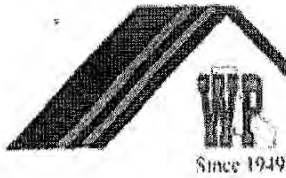
Amount: \$33,915.00***

****THIRTY-THREE THOUSAND NINE HUNDRED FIFTEEN US DOLLARS****

WESTERN PACIFIC ROOFING CORP

2229 EAST AVE Q
PALMDALE, CA 93550

NON NEGOTIABLE



WESTERN PACIFIC
Roofing Corporation

✓ PRO-22* P420 5/26/2022
FOI-22* 3/63
INVOICE NO: 579924
ORDER NO: 579924
PAGE NO: 1

Exhibit "G"

000707
LANCASTER SCHOOL DISTRICT
ATTN: ACCOUNTS PAYABLE
44711 N CEDAR AVENUE
LANCASTER, CA 93534

PO#:
2122040

JOB:
219700
EL DORADO ES RM23&26-RR

TERMS:
NET 30

DATE:
04/21/2022

STATEMENT OF CONTRACT ACCOUNT:

Original Contract Amount:	35,700.00
Approved Change Orders:	
Adjusted Contract Amount:	35,700.00
Value of Work Completed to Date: 100%	35,700.00
Less Amount Retained:	
Total Less Retainage:	35,700.00
Total Previously Billed (Deduct):	33,915.00
AMOUNT DUE THIS REQUEST:	1,785.00

Received NDC = 4/28/2022
+ 36 days = 6/2/2022
Release Retention

Approved
Dean Lewis
4-21-22



THANK YOU FOR YOUR BUSINESS!

2229 East Avenue Q • Palmdale, CA 93550 • (661) 273-1336 • Fax (661) 273-8839
www.westpacroof.com • Contractors License No. 235717

64667

LANCASTER SCHOOL DISTRICT

Payment Date: 06/03/22

EFT Number: 202206020067352

Invoice Number	Inv Rcvd Date	Document ID	Gross Amount	Paid Amount
579924 F14 EL DORADO -NEW ROOF SYSTEM AT EL DORADO 23 & 26 / 5% RETENTION	05/26/22	PRC-64667-220000010430	1,785.00	1,785.00

Exhibit "H"

Recorded NOC 4/28/2022
 +35 days
 Release Retention
 6/3/2022

Vendor Number	Name	Page Gross Amount	Page Paid Amount
0000010328	WESTERN PACIFIC ROOFING CORP	\$1,785.00	\$1,785.00
Disbursement Doc ID	Total Gross Amount	Total Discounts	Total Paid Amount
EFT-64667-220000002566	\$1,785.00	\$0.00	\$1,785.00

For more information about this payment, please contact
 The Accounts Payable Unit at (861) 948-4881



Los Angeles County

LANCASTER SCHOOL DISTRICT
 ATTN: ACCOUNTS PAYABLE
 44711 CEDAR AVE
 LANCASTER, CA 93534

EFT Number

0067352

EFT Date:

06/03/22

Deposited to: WESTERN PACIFIC ROOFING CORP

Amount:

\$1,785.00***

****ONE THOUSAND SEVEN HUNDRED EIGHTY-FIVE US DOLLARS****

WESTERN PACIFIC ROOFING CORP

2229 EAST AVE Q
 PALMDALE, CA 93550

NON NEGOTIABLE



CIFAC
Construction Industry Force Account Council

MICHELLE PICKENS
EXECUTIVE DIRECTOR

2420 Martin Rd STE 250
Fairfield, CA 94534
1.800.755.3354
info@cifac.org
cifac.org



KwikCompli
Mobile App
App Store Google Play



Exhibit "I"

July 22, 2022

Larry M. Freise, Ed.D
Assistant Superintendent,
Business Services
Lancaster School District
44711 Cedar Ave
Lancaster, CA 93534

Re: California Uniform Construction Cost Accounting Commission review of the practices used by the Lancaster School District on the El Dorado Elem. 20 & 21 New Roofing Project, #2122039 and El Dorado Elem. 23 & 26 New Roofing Project, #2122040, pursuant to Public Contract Code Section 22042.5

Dear Larry M. Freise,

This letter shall serve as a formal notice to the Lancaster School District (LSD) that the Construction Industry Force Account Council (CIFAC) has requested a Commission review of the El Dorado Elem. 20 & 21 New Roofing Project, #2122039 and El Dorado Elem. 23 & 26 New Roofing Project, #2122040, pursuant to Public Contract Code Section 22042.5.

We believe that the projects in question should not have been split into two projects and should have been let to bid as one project per Public Contract Code Section 22034.

The Construction Industry Force Account Council (CIFAC) is a non-profit organization that represents contractors, contractor associations and the various building trades. As such, we meet the definition of an "interested party" per Public Contract Code Section 22042.

Sincerely,

Michelle Pickens, Executive
Director 2420 Martin Road, Suite
250 Fairfield CA, 94534
mpickens@cifac.org



CIFAC
Construction Industry Force Account Council

Item 11A

MICHELLE PICKENS

EXECUTIVE DIRECTOR

2420 Martin Rd STE 250
Fairfield, CA 94534

1.800.755.3354

info@cifac.org

cifac.org



KwikCompli
Mobile App



December 5, 2022

John Nunan, Chair
California Uniform Construction
Cost Accounting Commission
Office of the State Controller
Local Government Programs and
Services Division
Local Government Policy Section
P.O. Box 942850
Sacramento, CA 94250

Sent Via Certified Mail: December 5, 2022

Re: Request for Commission review of the practices used by the City of Claremont on their Police Department Security Gates Project, pursuant to Public Contract Code Section 22042.5

Dear Chair Nunan,

This letter shall serve as a formal request for a Commission review concerning the City of Claremont. We believe that they have violated the California Public Contract Code, Section 22034 by failing to informally bid the work associated with the Police Department Security Gates Project.

Agencies subject to the Act are required to follow the uniform construction cost accounting procedures as contained in the Cost Accounting Policies and Procedures Manual. Section 3.01 of the manual states that “all cost elements, including personnel, materials, supplies and subcontracts, equipment, and overhead associated with the project must be reported at the project level.” Agencies may procure these elements separately, however, the cost of each element would be combined to determine the total cost of a public project, and the appropriate contracting procedure to use as outlined in Section 22032 of the Act.

We request that the Commission review the city’s practices pursuant to Section 22042.5 of the Public Contract Code listed below:

22042.5. The commission shall review practices of any participating public agency where an interested party presents evidence that the public agency is not in compliance with Section 22034

Background:

The City of Claremont staff contacted three fencing contractors, asking for quotes to install a new fence at the police headquarters. CIFAC contacted the city to obtain a copy of their pre-qualified contractors/informal bidders list and found that none of the three contractors contacted were on it.



CIFAC
Construction Industry Force Account Council

MICHELLE PICKENS
EXECUTIVE DIRECTOR

2420 Martin Rd STE 250
Fairfield, CA 94534

1.800.755.3354

info@cifac.org

cifac.org



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Mobile App



CIFAC contacted the city again and informed them that they could not procure the project in this manner, as the aggregate value of the project would require bidding. The city ignored CIFAC's concerns and moved forward with the work. It appears that three contractors (Commercial Door Company: \$74,500; Baker Electric, Inc.: \$18,090; Jonescape, Inc.: \$2,298) were utilized with a total project cost of \$96,012. In accordance with Public Contract Code Section 22043(e), this request for a commission review is being sent no later than eight business days from the date an interested party formally complains to the public agency.

Enclosures and Timeline:

Exhibit "A"

July 23, 2021, Morelli reviewed the upcoming July 27, 2021, City Council agenda and staff report regarding the city's intention to award the PD Security Gate project.

Exhibit "B"

July 23, 2021, Morelli contacted the city and asked to see a copy of their qualified contractors' informal bidders list. *(City provides the list on July 26th)* The three fencing contractors that they directly solicited were not on their list.

Exhibit "B-1"

July 27, 2021, Morelli sent a letter to the city informing them about the potential violation should they proceed and procure the project as proposed. Morelli did not receive any response to his concerns and the city moved forward with the contract award. City Council Minutes reflect that the city approved and awarded the project.

Exhibit "C-1"

Sept. 22, 2021, Morelli sent a Public Records Act (PRA) request #1 for documents related to the project. *(9-30-21 The city provided several documents -Financial docs were not available)*

DOCUMENTS PROVIDED on 9-30-2021 INCLUDE:

Exhibit "C-2"

The city's 7-13-2021 bid summary of the three-contractor's bid quotes for the project.



CIFAC
Construction Industry Force Account Council

MICHELLE PICKENS
EXECUTIVE DIRECTOR

📍 2420 Martin Rd STE 250
Fairfield, CA 94534

☎ 1.800.755.3354

✉ info@cifac.org

🌐 cifac.org



📱 KwikCompli
Mobile App



Exhibit “C-3”

Copy of July 27, 2021, contract and notice-to-proceed between the city and Commercial Door Company, Inc.

Exhibit “D”

October 24, 2022 After allowing time for the project to be completed and invoices to be submitted and processed, Morelli sent a “second” Public Records Act request for additional records, including all financial invoices and payments. *(Construction was still on-going as late as March 16, 2022 (Photos) and appeared completed by Morelli’s last site inspection on September 14, 2022. (Photos)*

Exhibit “E”

Commercial Door Company, various docs, invoices, and the city’s payment of \$74,500

Exhibit “F”

Baker Electric, Inc., various docs, invoices, and the city’s payment of \$18,090

Exhibit “G”

Jonescape, Inc., submitted invoice for concrete work for \$2,298

Exhibit “H”

Department of Industrial Relations, DIR-PWC-100 project forms for Commercial Door and Baker Electric. (Missing is one for Jonescape?) AND also, a copy of Morelli’s request to the County of Los Angeles, Records Office regarding obtaining a copy of the projects “notice of completion”, which as of 9-20-2022, did not exist.

Exhibit “I”

October 15, 2020, Morelli’s previous communications with the City of Claremont regarding similar bidding/procurement issues. CIFAC gave them a pass and offered to help educate their staff regarding procurement and/or to answer questions related to CUCCAA requirements and guidelines. *(The city never did take Morelli up on his offer)*

Exhibit “J”

Time stamped project photographs



CIFAC
Construction Industry Force Account Council

MICHELLE PICKENS

EXECUTIVE DIRECTOR

📍 2420 Martin Rd STE 250
Fairfield, CA 94534

📞 1.800.755.3354

✉ info@cifac.org

🌐 cifac.org



📱 KwikCompli
Mobile App



The Construction Industry Force Account Council (CIFAC) is a non-profit organization that represents contractors, contractor associations and the various building trades. As such, we meet the definition of an “interested party” per Public Contract Code Section 22042.

We have mailed a copy of our complaint to the City of Claremont and have attached a copy of that letter for your records.

Please feel free to contact Michelle Pickens if you should have any questions regarding this complaint. We request that you notify us in writing of the findings of the Commission.

Sincerely,

Michelle Pickens, Executive Director
2420 Martin Road, Suite 250
Fairfield CA, 94534
mpickens@cifac.org



CIFAC
Construction Industry Force Account Council

MICHELLE PICKENS
EXECUTIVE DIRECTOR

2420 Martin Rd STE 250
Fairfield, CA 94534

1.800.755.3354

info@cifac.org

cifac.org



KwikCompli
Mobile App



December 5, 2022

Adam Pirrie, City Manager
City of Claremont
207 Harvard Ave.
Claremont, CA 91711

Sent Via Certified Mail: December 5, 2022

Re: Request for Commission review of the practices used by the City of Claremont on their Police Department Security Gates Project

Dear Adam Pirrie,

The Construction Industry Force Account Council (CIFAC) is a non-profit organization that monitors governmental entities to ensure they abide by the California Public Contract Code. We represent contractors, contractor organizations and labor unions.

This letter is to inform you that we have filed a formal request for a California Uniform Construction Cost Accounting Commission review of the procurement practices used by the City of Claremont on their Police Department Security Gates Project, pursuant to Public Contract Code Section 22042.5. We believe that the city has violated the Public Contract Code Section by failing to follow the informal bidding procedures found in Section 22034 of the Public Contract Code.

Sincerely,

Michelle Pickens, Executive Director
Construction Industry Force Account Council
2420 Martin Road, Suite 250
Fairfield CA, 94534
mpickens@cifac.org
(800) 755-3354

CC California Uniform Construction Cost Accounting Commission



Agenda Report

File #: 3900

Item No: 13.

TO: ADAM PIRRIE, CITY MANAGER
FROM: JEREMY SWAN, COMMUNITY SERVICES DIRECTOR
DATE: JULY 27, 2021

Reviewed by:
City Manager: AP
Interim Finance Director: DC

SUBJECT:

AWARD OF CONTRACT TO COMMERCIAL DOOR COMPANY, INC. FOR INSTALLATION OF SECURITY GATES AT THE CLAREMONT POLICE FACILITY (FUNDING SOURCE: GENERAL FUND)

SUMMARY

The Claremont Police Department Facility lacks site security, specifically with open access to the rear staff and facility parking lot. Adding to the lack of secure parking, is the lack of a sally port for the jail, leaving no secure area to transfer a suspect from a transport vehicle to the building. Without a sally port, a suspect that breaks free from officers may have access to surrounding neighborhoods. The City of Claremont makes significant annual investments in staff, equipment, and vehicles to provide policing services to the community. A secure parking area protects these investments.

Adding security gates on the east and west sides of the facility, will reduce the easy access to the facility's rear parking lot, providing added security to the Police Department's personnel and property. Staff recommends that the City Council approve the purchase and installation of security gates.

To ensure competitive pricing, the City informally contacted three reputable fencing/gate companies for proposals. The City received three bids and recommends award of contract to the lowest bidder, Commercial Door Company, Inc.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to enter into an agreement with Commercial Door Company, Inc. to fabricate and install security gates on the east and west sides of the Police Department facility in an amount not to exceed \$74,500.

ALTERNATIVES TO RECOMMENDATION

In addition to the recommendation, there are the following alternatives:

- A. Reject all bids and direct staff to rebid.
- B. Reject all bids and take no further action.
- C. Request additional information from staff.

FINANCIAL REVIEW

During the fiscal year of 2020, due to the closure of the schools during the COVID-19 pandemic and limited need for the use of crossing guards, the City saw a savings of \$65,481, within the Police Department's budget. Staff recommends that these savings be used to fund a significant portion of the purchase and installation of security gates at the Police Facility. The remaining portion of the project is proposed to be funded with General Fund salary savings already realized with staffing vacancies that have yet to be filled.

Three bids were received as part of the bidding process. Below is a breakdown of the bids received:

Bidder	Bid Amount
Commercial Door Company, Inc.	\$ 74,500
Fence Craft of Upland Inc.	\$ 82,470
King Fencing	\$ 75,250

The staff cost to prepare this report and administer this project is estimated at \$1,053 and is included in the operating budget of the Police Department.

ANALYSIS

Currently, the Police Department parking lot is surrounded by chain link fencing with the exception of the east and west driveways. Signs are posted, "Police Only," but that does not stop unauthorized personnel from regularly entering the parking lot. Most incidents are simply those looking for the front door of the Police Department, however, that is not always the case.

Since the Police Department has been located at 570 West Bonita Avenue, there have been numerous incidents including a subject entering the parking lot and firing a magazine of bullets into the parked police cars, suspects in-custody escaping the grasp of officers and running through the nearby neighborhoods in an attempt to escape, people walking through the parking lot and confronting officers as they prepare their patrol cars for their shift, as well as people walking through the parking lot to look at the private vehicles driven by staff. The addition of the Psychiatric Assessment Care Team (PACT) at the Police Department has also seen an increase in the number of people who walk into the rear parking lot seeking assistance.

Over the years, attempts to fund the purchase of added security at the Police Facility have been unsuccessful. During 2020, due to the closure of the schools during the COVID-19 pandemic and limited need for the use of crossing guards, the City saw a General Fund savings of \$65,481. Staff recommends that this savings be used to fund a significant portion of the purchase and installation of security gates at the Police Facility, with the remaining portion of the project proposed to be funded

with General Fund salary savings already realized with staffing vacancies that have yet to be filled.

Community Services staff worked with Police Department staff to develop specifications for a security gate that would meet the needs of the Department. Community Services staff walked the project with three potential bidders and requested they submit bids. Commercial Door Company, Inc. submitted the lowest bid. The security gates on both the east and west side of the facility will be a cantilever gate system, between 20 and 22 feet wide and seven feet tall. In addition, there will be a pedestrian access gate at each end. When designing the gate, to ensure that the gates do not delay an emergency response, a gate/operating motor was selected providing for an emergency fast operating speed of 3 feet per second with leading edge safety stop/reverse systems to be in place.

Staff recommends awarding a contract to Commercial Door Company, Inc. in the amount of \$74,500. The City of Claremont has worked with Commercial Door Company, Inc. on other small projects throughout the City and is satisfied with their performance.

RELATIONSHIP TO CITY PLANNING DOCUMENTS

Staff has evaluated the agenda item in relationship to the City's strategic and visioning documents and finds that it applies to the following City Planning Documents: Council Priorities, General Plan, and the 2021-22 Budget.

CEQA REVIEW

Installation of security gates is a not a "project" subject to the California Environmental Quality Act (CEQA) Section 15378 (b)(2) of the State CEQA Guidelines, since it involves "continuing maintenance activities." In addition, even if this action is a CEQA "project," it is categorically exempt from CEQA review under Section 15301 of the State CEQA Guidelines (Class 1 exemption), as it involves the maintenance of existing public facilities. The work done under this contract is not anticipated to have a physical impact on the environment. Therefore, no additional environmental review is needed at this time.

PUBLIC NOTICE PROCESS

The agenda and staff report for this item have been posted on the City website and distributed to interested parties. If you desire a copy, please contact the City Clerk's Office.

Submitted by:	Prepared by:
Jeremy Swan Community Services Director	Shelly VanderVeen Police Chief



Anthony Morelli

Southwestern Regional Compliance Manager
☎ 805-419-1543 | 📠 805-301-8002
amorelli@cifac.org | www.cifac.org
P.O. Box 2442, Camarillo, CA 93011

Construction Industry Force Account Council
800-755-3354



* **From:** Jeremy Swan <jswan@ci.claremont.ca.us>
Sent: Monday, July 26, 2021 1:23 PM
To: Anthony Morelli <amorelli@cifac.org>
Subject: Re: CPRA- City's Informal Bidders List

Good afternoon,

As requested, attached is the City of Claremont Community Services vendor list.

Regards,

Jeremy

Jeremy Swan
Community Services Director
City of Claremont
(909) 399-5431

From: Anthony Morelli <amorelli@cifac.org>
Date: Friday, July 23, 2021 at 11:01 AM
To: Jeremy Swan <jswan@ci.claremont.ca.us>
Subject: CPRA- City's Informal Bidders List

Jeremy Swan, Community Services Director
City of Claremont

Re: Public Records Act request for: Claremont's CUCCAA Informal Bidders List

Jeremy,

CIFAC would like to review the City's complete, "informal list of qualified contractors for bidding," as required by the California Uniform Construction Cost Accounting Act. (CUCCAA)

We are requesting this document per the California Public Records Act; Government Code 6250 et seq.

Please contact me should you have any questions at (805) 419-1543

Thank you for your assistance and prompt response to this request.

Tony Morelli

B



— VENDOR LIST

Document Properties

Description

Security

Fonts

Custom

Advanced

File

Vendor List - July 26, 2021(32)

Title

Author

Carl Dethman

Subject

Keywords

Created

7/26/2021 11:12:37 PM

Modified

7/26/2021 11:13:37 PM

Application

Microsoft® Excel® for Microsoft 365

Advanced

PDF Producer: Microsoft® Excel® for Microsoft 365

PDF Version: 1.7 (Acrobat 8.x)

Location: C:\Users\Tomy\Documents\Vendor List - July 26, 2021(32).xlsx

File Size: 89,37 KB (92,128 Bytes)

Page Size: 14.00 x 8.50 in

Tagged PDF: Yes

Number of Pages: 2

Fast Web View: No

OK

Cancel

From: Anthony Morelli <amorelli@cifac.org>
Sent: * Tuesday, July 27, 2021 11:04 AM
To: Jeremy Swan
Cc: apirrie@ci.claremont.ca.us
Subject: RE: Police Facility Security Gates Contract Award
Attachments: CUCCAA PCC 22034 -Bid noticing.pdf; CUCCAA PCC 22034 Manual Procedures.pdf

Importance: High

Jeremy Swan, Community Services Director
 Adam Pirrie, City Manager
 City of Claremont

Re: Police Facility Security Gates, Contract Award to Commercial Door Company

Jeremy,

After reviewing the staff report for the July 27, 2021, City Council agenda item #13, The Construction Industry Force Account Council (CIFAC) must object to the City's intention to award this project as indicated.

Unfortunately the City can neither procure, nor award the contract for the above project in this manner. The City is not in compliance with the requirements and guidelines established by the California Uniform Construction Cost Accounting Act (CUCCAA), PCC, section 22034. The City cannot simply disregard bidding requirements and reach out directly contacting vendors of their choosing to ask them to submit bids on any project. *(FYI, the City of Claremont became subject the Act (CUCCAA) in January of 1989)*

Re: Informal Bidding: The City may only informally notice contractors listed on City's established pre-qualified informal contractors bidders list. The City's current actions do not comply with the requirements for informal bidding per CUCCAA. Also, after reviewing the City's informal bidders list, (Which you provided yesterday July 26th) none of the three contractors the City solicited bids from were on it. AND lastly the City must advertise and update their list annually. When was the City's list last advertised and updated per CUCCAA requirements?

Re: City's Informal Bidders List: The City's list of contractors for informal bidding (as created) does not comply, nor conform with the guidelines established by Act. *(Contractors must be identified by categories of work or by CSLB license classifications, not alphabetically and the list must also include their CSLB license number).* I have (Attached) the CUCCAA Manual pages 11 and 12 and PCC 22034 for your review.

Also, here is the link to the complete CUCCAA Manual: https://sco.ca.gov/Files-ARD-Local/cuccac_manual.pdf

That said, CIFAC is requesting that the City of Claremont please remove this item from the July 27, 2021 City Council agenda for approval/award and unfortunately, at this point the City will have to properly advertise and bid this project formally.

Please contact me should you need any further clarification or have additional questions about the process.

Thank you for your compliance!

Tony Morelli

CHAPTER 1 INFORMATION FOR ADOPTION AND IMPLEMENTATION OF THE
CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT

The County Purchasing Agent and the Director of Public Works are each authorized to award informal contracts pursuant to this Section.

SECTION 2

This Ordinance shall take effect and be in force thirty (30) days from the date of its passage, and before the expiration of fifteen (15) days after its passage, it or a summary of it, shall be published once, with the names of the members of the Board of Supervisors voting for and against the same in the _____, a newspaper of general circulation published in the County of _____.

PASSED, APPROVED and ADOPTED by the Board of Supervisors of the County of _____, State of California, this _____ day of _____, _____, by the following vote:

AYES:
NOES:
ABSENT:

Procedure for Establishment and Maintenance of List of Registered Contractors



1.04 Procedure for Establishment and Maintenance of List of Registered Contractors Per Section 22034 of the Public Contract Code

— Section 22034 of the Public Contract Code specifies the requirements for mailing, faxing, or emailing notices to contractors for work to be bid under the Act. As specified therein, an agency shall provide notices by electing a), b) or both methods listed as follows:

- a) In lieu of a contractors list, mailing, faxing, or emailing notices to all construction trade journals specified in section 22036
- b) Mailing, faxing, or emailing notices to all contractors on the list established by the agency for the work being paid
- c) Both (a) and (b) pursuant to section 22034(a)(1)

In the event an agency elects to provide notice by mailing, faxing, or emailing notices to all contractors on the list established by the agency for the work being bid, the agency shall utilize the following procedure to establish and maintain the list of registered contractors outlined in section 22034 (a)(1):

- a) Notice to contractors shall be provided in accordance with either paragraph (1) or (2), or both.
 - 1) The public agency shall maintain a list of qualified contractors, identified according to categories of work. Minimum criteria for development and maintenance of the contractors list shall be determined by the commission. All contractors on the list for the category of work being bid shall be mailed, faxed, or emailed a notice inviting informal bids unless the product or service is proprietary. All mailing of notices to

CHAPTER 1 INFORMATION FOR ADOPTION AND IMPLEMENTATION OF THE
CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT

contractors pursuant to this subdivision shall be completed not less than 10 calendar days before bids are due.

- 2) The public agency may elect to mail, fax, or email a notice inviting informal bids to all construction trade journals specified in section 22036.
- b) The notice inviting informal bids shall describe the project in general terms and how to obtain more detailed information about the project, and state the time and place for the submission of bids.
- c) The governing body of the public agency may delegate the authority to award informal contracts to the public works director, general manager, purchasing agent, or other appropriate person.
- d) If all bids received are in excess of two hundred thousand dollars (\$200,000), the governing body of the public agency may, by adoption of a resolution by a four-fifths vote, award the contract, at two hundred twelve thousand, five hundred dollars (\$212,500) or less, to the lowest responsible bidder, if it determines the cost estimate of the public agency was reasonable.

(Amended by Stats. 2015, Ch. 269, Sec. 29. Effective January 1, 2016.)



1.04.01 Minimum Criteria for Development and Maintenance of the Contractors
List Determined by the Commission, pursuant to Public Contract Code
section 22034(a)(1)

1. At least once per calendar year, each public agency that has elected to become subject to the Uniform Public Construction Cost Accounting Act and intends to utilize the notice provisions outlined in section 22034(a) shall establish a new list or update its existing list of qualified contractors by mailing, faxing, or emailing written notice to all construction trade journals designated for that Agency under Section 22036. The notice shall invite all licensed contractors to submit the name of their firm to the Agency for inclusion on the Agency's list of qualified bidders.

2. The notice shall require that the contractor provide:
 - The name and address to which a Notice to Contractors or Proposal should be mailed, faxed, or emailed;
 - A phone number at which the contractor may be reached;
 - The type of work in which the contractor is interested and currently licensed to do (earthwork, pipelines, electrical, painting, general building, etc.);
 - The class of contractor's license(s) held; and
 - The contractor license number(s).
3. Agencies may include any contractor names they so desire on the lists, but lists must include, at minimum, all contractors who have properly provided the Agencies with the information required under #2 above in response to the written notice.



State of California

PUBLIC CONTRACT CODE

Section 22034

22034. Each public agency that elects to become subject to the uniform construction accounting procedures set forth in Article 2 (commencing with Section 22010) shall enact an informal bidding ordinance to govern the selection of contractors to perform public projects pursuant to subdivision (b) of Section 22032. The ordinance shall include all of the following:

(a) Notice to contractors shall be provided in accordance with either paragraph (1) or (2), or both.

(1) The public agency shall maintain a list of qualified contractors, identified according to categories of work. Minimum criteria for development and maintenance of the contractors list shall be determined by the commission. All contractors on the list for the category of work being bid shall be mailed, faxed, or emailed a notice inviting informal bids unless the product or service is proprietary. All mailing of notices to contractors pursuant to this subdivision shall be completed not less than 10 calendar days before bids are due.

(2) The public agency may elect to mail, fax, or email a notice inviting informal bids to all construction trade journals specified in Section 22036.

(b) The notice inviting informal bids shall describe the project in general terms and how to obtain more detailed information about the project, and state the time and place for the submission of bids.

(c) The governing body of the public agency may delegate the authority to award informal contracts to the public works director, general manager, purchasing agent, or other appropriate person.

(d) If all bids received are in excess of two hundred thousand dollars (\$200,000), the governing body of the public agency may, by adoption of a resolution by a four-fifths vote, award the contract, at two hundred twelve thousand five hundred dollars (\$212,500) or less, to the lowest responsible bidder, if it determines the cost estimate of the public agency was reasonable.

(Amended by Stats. 2018, Ch. 169, Sec. 3. (AB 2249) Effective January 1, 2019.)

**CLAREMONT CITY COUNCIL
MEETING MINUTES**

Tuesday, July 27, 2021 – 6:30 p.m.



Meeting Conducted Via Zoom and Video Recording is Archived on the City Website
<https://www.ci.claremont.ca.us/government/city-council/watch-city-council-meetings>

CALL TO ORDER

Mayor Stark called the meeting to order at 6:30 p.m.

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE – In honor of Merrill Shupe.

ROLL CALL

PRESENT VIA ZOOM COUNCILMEMBER: CALAYCAY, LEANO, MEDINA, REECE, STARK

ABSENT COUNCILMEMBER: NONE

ALSO PRESENT VIA ZOOM Adam Pirrie, City Manager; Alisha Patterson, City Attorney; Jamie Earl, Assistant City Manager; Shelly Vander Veen, Police Chief; Brad Johnson, Director of Community Development; Jeremy Swan, Director of Community Services; Melissa Vollaro, Director of Human Services; Shelley Desautels, City Clerk

CLOSED SESSION REPORT

There was no closed session meeting to report on.

CEREMONIAL MATTERS, PRESENTATIONS, AND ANNOUNCEMENTS

The City Council was presented an Award of Appreciation by Francine Baker on behalf of Smoke-Free Claremont and Erika Gonzalez on behalf of the National Council on Alcoholism and Drug Dependence (NCADD).

Benjamin Lewis, Jr., Golden State Water Company Foothill District General Manager, gave a presentation on the current drought conditions and conservation resources.

MAYOR AND COUNCIL

Council Items

1. **Appointments and Reappointments of Members to Various City Commissions and the Public Art Committee**

This item starts at 20:09 in the archived video.

Mayor Stark highlighted the staff report and responded to a question from the City Council regarding the total number of applicants that applied.

2006 STATEWIDE GENERAL ELECTION TO FUND THE ACQUISITION OF JOHNSON'S PASTURE.

13. Award of Contract to Commercial Door Company, Inc., for Installation of Security Gates at the Claremont Police Facility (Funding Source: General Fund)
Authorized the City Manager to enter into an agreement with Commercial Door Company, Inc. to fabricate and install security gates on the east and west sides of the Police Department facility in an amount not to exceed \$74,500.
14. Resolution Approving Participation in the Los Angeles County Permanent Housing Allocation Program and Dedicating the City's Year 1 and Year 2 Funds in the Amount of \$240,805 to the San Gabriel Valley Regional Housing Trust (Funding Source: Permanent Local Housing Allocation Funds)
Adopted Resolution No. 2021-41, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLAREMONT, CALIFORNIA, APPROVING PARTICIPATION IN THE LOS ANGELES COUNTY PERMANENT HOUSING ALLOCATION PROGRAM.
15. Memoranda of Understanding Between the City of Claremont and Various Employee Associations, Implementing Wages, Hours, and Terms and Conditions of Employment, and Adoption of Three Revised Classification Plans and Salary Schedules for Full-Time Job Classifications for Fiscal Years 2021-22, 2022-23, and 2023-24 (Funding Source: Various City Operating Funds)
A. Adopted Resolution No. 2021-42 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLAREMONT, CALIFORNIA, APPROVING CLAREMONT ADMINISTRATIVE AND TECHNICAL SUPPORT EMPLOYEES' ASSOCIATION (CATSEA), CLAREMONT EMPLOYEES' ASSOCIATION (CEA), CLAREMONT MANAGEMENT ASSOCIATION (CMA), CLAREMONT PROFESSIONAL EMPLOYEES' ASSOCIATION (CPEA), AND CLAREMONT POLICE MANAGEMENT ASSOCIATION (CPMA) MEMORANDA OF UNDERSTANDING AND AUTHORIZING THE CITY MANAGER TO IMPLEMENT WAGES, HOURS, AND TERMS AND CONDITIONS OF EMPLOYMENT THROUGH JUNE 30, 2024; and
B. Adopted Resolution No. 2021-43 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLAREMONT, CALIFORNIA ADOPTING THREE REVISED CLASSIFICATION PLANS AND SALARY SCHEDULES FOR FULL-TIME JOB CLASSIFICATIONS FOR FISCAL YEARS 2021-22, 2022-23, AND 2023-24 WITH THE 2021-22 CLASSIFICATION PLAN AND SALARY SCHEDULE RETROACTIVE TO JULY 1, 2021.
16. Shared Housing Pilot Program Update (Funding Source: San Gabriel Valley Council of Governments Grant)
Received and file the Shared Housing Pilot Program Update.
17. Adoption of an Ordinance Amending Section 16.081.020 of the Claremont Municipal Code to Add Specific Plan Area 15 (SP15) and Amending the City's Official Zoning Map by Changing All Zoning Designations in the Village South Specific Plan Area to SP15
This item was removed from the Consent Calendar.

Councilmember Calaycay moved to approve Consent Calendar Items No. 3-16, seconded by Councilmember Leano, and carried on a roll call vote as follows:

AYES: Councilmember – Calaycay, Leano, Medina, Reece, Stark
NOES: Councilmember – None



September 22, 2021

Sent Certified U.S. Mail: 7019 1640 0000 8845 0892

Adam Pirrie, City Manager
City of Claremont
207 Harvard Ave.
Claremont, CA 91711

**Re: City of Claremont Police Department Security Gates, Contract Award to Commercial Door Company,
July 27, 2021 Council Agenda item #13**

Mr. Pirrie,

The Construction Industry Force Account Council (CIFAC) is a construction industry-supported organization dedicated to Public Contract Code compliance and education. We promote competitive bidding on public works construction projects by using a transparent and objective process.

CIFAC is concerned that the City may be out of compliance with the California Public Contract Code. This letter is to obtain clarification from you regarding our concerns. Please provide copies of the following documents for the above referenced project or the legal authority under which you claim exemption:

1. Copies of all three bid estimates/proposals
2. Copy of contract between City and Contractor(s)
3. Copy of Notice to Proceed
4. Copies of all contractor(s) change orders
5. Copies of all invoices, submitted for payment by contractor(s)
6. Copies of all payments made by City to contractor(s)
7. Copies of any/all invoices for material(s) purchased and/or used by City

We are requesting these documents per the California Public Records Act; Government Code 6250, et seq. and, therefore, will expect a reply by October 5, 2021. *Documents may be sent electronically via email*)

Thank you for your prompt reply to this letter. Please contact me if you have any questions.

Sincerely,

Anthony Morelli
Southwester Regional Compliance Manager
Construction Industry Force Account Council
PO Box 2442, Camarillo, CA 93011-2442
805-419-1543 Amorelli@CIFAC.org www.CIFAC.org

From: Shelley Desautels <SDESAUTELS@CI.CLAREMONT.CA.US>
Sent: ~~✉~~ Wednesday, December 1, 2021 5:02 PM
To: Anthony Morelli
Subject: FW: PRA Request from CIFAC for PD Security Gates

Importance: High

Good Afternoon Anthony –

We do not have anything else yet. So, more formally, the City has no documents matching your request.

Regards,

Shelley Desautels

City Clerk
City of Claremont
207 Harvard Avenue | PO Box 880 | Claremont, CA 91711
(909) 399-5461 | fax (909) 399-5492 | email sdesautels@ci.claremont.ca.us

Website: www.ci.claremont.ca.us

From: Michele Gonzales <mgonzaless@ci.claremont.ca.us>
Sent: Wednesday, December 01, 2021 4:44 PM
To: Shelley Desautels <SDESAUTELS@CI.CLAREMONT.CA.US>
Cc: Jamie Costanza <jcostanza@ci.claremont.ca.us>; Jeremy Swan <jswan@ci.claremont.ca.us>; Kristin Mikula <kmikula@ci.claremont.ca.us>; Cari Dillman <cdillman@ci.claremont.ca.us>
Subject: RE: PRA Request from CIFAC for PD Security Gates

Hi Shelley –

We do not have any of the documents that are being requested at this time.

Thank you!

From: Shelley Desautels <SDESAUTELS@CI.CLAREMONT.CA.US>
Sent: Wednesday, December 01, 2021 3:36 PM
To: Jeremy Swan <jswan@ci.claremont.ca.us>; Kristin Mikula <kmikula@ci.claremont.ca.us>; Cari Dillman <cdillman@ci.claremont.ca.us>
Cc: Michele Gonzales <mgonzaless@ci.claremont.ca.us>; Jamie Costanza <jcostanza@ci.claremont.ca.us>
Subject: FW: PRA Request from CIFAC for PD Security Gates

Good Afternoon –

C-1

Please see the attached request for documents related to this project that were not available at the time the prior request was made. Please send anything you have presently to our office to respond to the PRA request.

Thanks,
Shelley

From: Anthony Morelli <amorelli@cifac.org>
Sent: Wednesday, December 01, 2021 9:26 AM
To: Shelley Desautels <SDESAUTELS@CI.CLAREMONT.CA.US>
Subject: RE: PRA Request from CIFAC for PD Security Gates

Hi Shelley,

I hope you had a great Thanksgiving and enjoyed your time away.

Re: Claremont PD Security Gates Project. (Commercial Door Company)

I recognize that when CIFAC made our Public Records Request for documents on September 22, 2021 (Attached), that most likely not enough time had passed for some of the documents to be available.

At this time CIFAC is re-requesting the below highlighted documents per the California Public Records Act: Government Code 6250, et seq.

Thank you for your assistance and prompt response to this request.

Sincerely,

Tony

Anthony Morelli
Southwest Regional Compliance Manager
Construction Industry Force Account Council
PO Box 2442, Camarillo, CA 93011-2442
805-419-1543 Amorelli@CIFAC.org www.CIFAC.org

From: Shelley Desautels [mailto:SDESAUTELS@CI.CLAREMONT.CA.US]
Sent: Thursday, September 30, 2021 5:40 PM
To: Anthony Morelli <amorelli@cifac.org>
Cc: Jeremy Swan <jswan@ci.claremont.ca.us>; Michele Gonzales <mgonzales@ci.claremont.ca.us>; Jamie Costanza <jcostanza@ci.claremont.ca.us>
Subject: PRA Request from CIFAC for PD Security Gates

Good Afternoon Mr. Morelli –

This email is in response to your Public Records Act request dated September wherein you request documents related to the City of Claremont Police Department Security Gates, Contract Award to Commercial Door Company, July 27, 2021 Council Agenda Item #13.

Your requests and the City's responses are as follows:

1. Copies of all three bid estimates/proposals. Documents matching your request have been identified and are attached.
2. Copy of contract between City and Contractor(s). A document matching your request has been identified and is attached.
3. Copy of Notice to Proceed. A document matching your request has been identified and is attached.
4. Copies of all contractor(s) change orders. The City has no documents matching this request.
5. Copies of all invoices, submitted for payment by contractor(s). The City has no documents matching this request.
6. Copies of all payments made by City to contractor(s). The City has no documents matching this request.
7. Copies of any/all invoices for material(s) purchased and/or used by City. The City has no documents matching this request.

If you have any questions or require additional information, please do not hesitate to contact our office.

Regards,

Shelley Desautels, City Clerk



City of Claremont | 207 Harvard Avenue | PO Box 880 | Claremont, CA 91711
(909) 399-5461 | fax (909) 399-5492 | email sdesautels@ci.claremont.ca.us
Website: www.ci.claremont.ca.us



PRICING QUOTE

Use for Purchases \geq \$2,500

Company Name:

Location:

Phone:

Contact:

Date Contacted:

Time Contacted:

Vendor/Contractor

#1

#2

#3

COMMERCIAL
DOORFENCE
CRAFTKING
FENCING1374 E. NINTH
STREET
POMONA1901 WEST
11TH
UPLAND643 S
ENCINA AVE
PILITO909
622-6450909
949-6273909
815-2101RODNEY
GOSCH

PAT

LOUIS

7/6/21

3/24/23

3/22

Qty	Product/Service	Price		
2	ROLLING GATES; FENCE AND P&O GATES	74,500	82,470	75,250

VENDOR/CONTRACTOR RECOMMENDED: _____

Supplies/Equipment—If the low bidder is not recommended, give the reason(s) below:

- Reason low bidder was not recommended: _____
- Additional Information: _____

Services—Attach a summary of qualifications of person/firm selected.

ADDITIONAL DOCUMENTATION REQUIRED (applicable to type of purchase):

Supplies/Equipment

\$2,500 - \$10,000 Vendor Agreement or Letter of Agreement (Product) required.

\$10,000 - \$25,000 Letter of Agreement (Product) required.

Services (excluding Professional Services)

\$2,500 - \$10,000 Vendor Agreement or Letter of Agreement (Services) required.

\$10,000 - \$25,000 Letter of Agreement (Services) required.

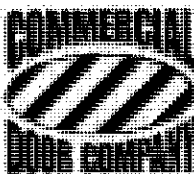
Authorized Signature

Revised 05/08

Date

Department/Division Head Signature

Date



State License # 272782

Commercial Door Company, Inc.

1374 E. Ninth Street - Pomona, CA 91766
Telephone: (909) 622-6400 - Fax: (909) 622-1463

Proposal & Contract No.: POM037965

Date: July 08, 2021

Submitted To:

Company: City Of Claremont
Address: 207 Harvard Ave N.
City: Claremont
State: Ca Zip: 91711
Name: Joe Ciccone
Office: _____
Fax: _____ Cell: (909) 917-4045

Jobsite:

Company: P.D.
Address: 570 W. Bonita Ave
City: Claremont
Contact: Joe
Job Phone: _____
Cell: (909) 917-4045
E-Mail: jciccone@ci.claremont.ca.us

We hereby submit the following proposal:

Furnish and install 2 Cantilever Gate systems and 2 Ped Gate systems. One at the entrance and one at the exit.

Gates, fence and ped gates to be as follows: 2"x2"x1/8" steel tube frame, 1/2"x1/2"x16ga pickets on 2-1/4" space.

Support post: 4"x4"x1/8" set into concrete. Operator pads: 4'x4'x4" concrete.

Ped gates to have Simplex combo leveler handle lock sets (Code in, free exit) 16ga perf sheeting added to prevent reach around. Gates and fence to be painted Black. Gate and fence height to be 7'.

Gate operators: HySecurity Model 222 SS-ST 1HP, 120V, slide driver. (See attached specs for additional info)

Access and safety controls: AP-5 radio receiver with 4 transmitters. Entrance to have inside & outside loops, exit to have 2 exit loops and 2 safety loops. Gates to have leading edge safety stop/reverse edge's.

* Electric stub out by others, landscaping by others, signage by others. Additional transmitters are available.

Price is based on Prevailing Wage.

NOTES:

*Prices are based on non-prevailing wage work performed Monday thru Friday 7:30 a.m. to 4:00 p.m., unless otherwise specified.
*Commercial Door is fully insured however, special insurance requests are subject to an additional charge.

Terms:

We hereby propose to furnish Materials Only X Labor and Material - complete in accordance with the above specifications FOR THE SUM OF: \$74,500.00

Payment to be made as follows: Net 15 Net 30 COD X TBD Other: _____

For Commercial Door by: Rodney Gooch

Note: This proposal is good for 15 days.

Acceptance & Authorization

Commercial Door agrees to furnish necessary labor, materials and tools to complete all contracted work to professional standards. Permits, electrical wiring, hook up for electrical operators and finish painting are not included unless specifically noted in this contract. Excludes any hidden damage due to concrete cutting. Delays in commencement or completion of work beyond our control will be billed at the applicable hourly rate. This contract constitutes the full agreement between Commercial Door and the customer. Any changes or additions to this contract must be in writing and signed by both parties. Alterations or changes to work specified in this contract that involve extra costs for labor or materials will require written authorization from the customer and will become additional charges to the contracted amount. In the event of litigation, the customer agrees to pay for all attorney's fees and court costs incurred by Commercial Door to enforce the terms of this contract and its addendums.

Acceptance of Proposal: The above prices and specifications are satisfactory and hereby accepted. You are authorized as specified. Payment will be made as outlined above.

Date of Acceptance

P.O. Number

x Signature

C-2

Fence Craft

OF UPLAND, INC.
(909) 981-7095 • (800) 974-2551 • Fax (909) 949-6273
1801 West 11th St.
Upland, CA 91786
CA State Contractor's License #220653

4-23

2021

Proposal to: City of Claremont Phone: _____ Alt. Phone: _____
Address: 1616 Monte Vista Ave Claremont 91711
Job Address & Directions: Claremont Police Dept 570 W Bonita Ave Claremont

☒ We propose to furnish labor & materials

☐ Materials only

Type of terrain:
(Circle) LEVEL EARTH HILL ASPHALT CONCRETE ROCK

Type of obsr:
(Circle) Old fence top Trees Branches Shrubs

Who moves obstructions? _____

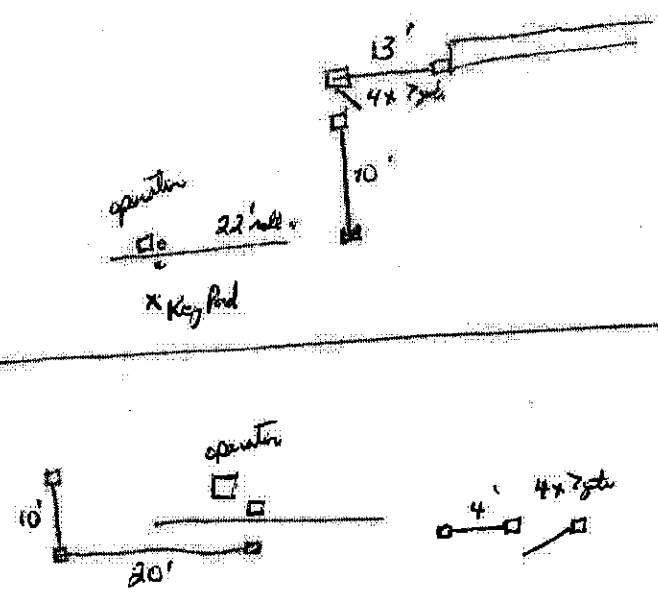
Special equipment necessary? _____

Chain Link _____ Redwood or Cedar _____

height		amt.	height	amt.
height		amt.	height	amt.
knuckles	up	down	style	
line post	size	type	gate	gate
terminal	size	type	gate	
gate post	size	type	post type	
top rail	size	type	face	in out alter
gate	frame size	wheel type		

Safety Issues and Concerns

Drawings not to scale



Job Description: Install 115 ft / 7 tall iron fence (East + West side) includes (2) 4x7 self closing walk gates, (1) 22x7 roll gate and (1) 20x7 roll gate. Install Gate operators on Both roll gates. Get Asphalt + Pour concrete to build V-track. install exit loop + 2 safety loops and (1) Key Pad, electron Provided by others

\$82,470.00

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

*By signing this proposal the purchaser agrees that he/she has read and agrees with all terms outlined on both front and back of this contract.

Acceptance: This proposal upon acceptance this _____ day of _____, 20____ becomes a contract between the two parties whose signatures appear below.

This proposal is valid for 7 days
& subject to quote thereafter.

*Accepted by: _____

Pat Kearney
Buyer
Fence Consultant, Fence Craft of Upland, Inc.

Payment in full is due at completion on job.

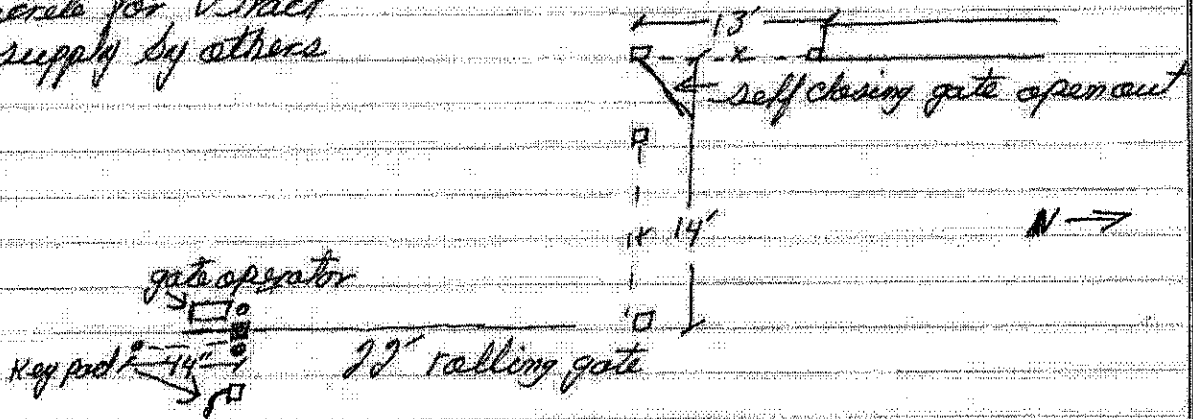
Proposal

Page # 1 of 2 pages



PROPOSAL SUBMITTED TO <i>City of Claremont</i>	JOB NAME <i>Claremont police Department</i>	JOB #
ADDRESS <i>1616 Monte Vista, ave. Claremont, Ca. 91711</i>	JOB LOCATION <i>570 W. Benite, ave. Claremont, Ca.</i>	DATE OF PLANS
PHONE #	DATE <i>03-22-2021</i>	ARCHITECT
FAX #		

We hereby submit specifications and estimates for: *Supply labor and material to fabricate and install approx. 65' X 7' tall of iron fence, 31' X 7' tall at Eastside one 4' X 7' self closing walk gate 22' X 7' rolling gate install one master lift gate operator, one Key pad Cut asphalt and pour Concrete for V-tract electricity supply by others*



We propose hereby to furnish material and labor—complete in accordance with the above specifications for the sum of: \$ _____ Dollars

with payments to be made as follows: _____

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted _____

Note — this proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal

The _____ we prices, specifications and conditions are satisfactory and are accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____

Date of Acceptance _____

Signature _____

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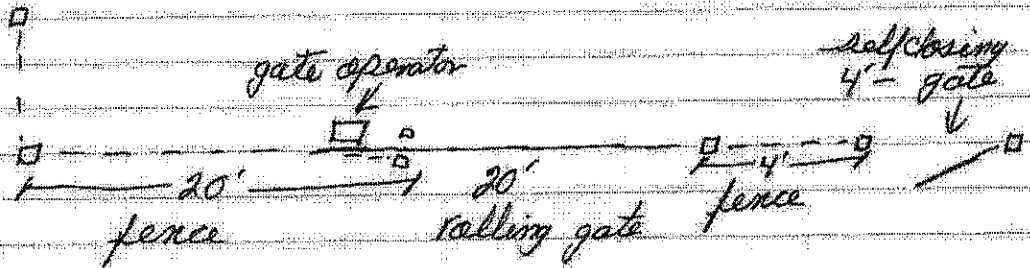
Proposal

Page # 2 of 2 pages



PROPOSAL SUBMITTED TO: <i>City of Claremont</i>	JOB NAME: <i>Claremont Police Department</i>	JOB #
ADDRESS: <i>1616 Monte Vista, ave. Claremont, Ca. 91711</i>	JOB LOCATION: <i>570 W. Bonita, ave. Claremont, Ca.</i>	DATE OF PLANS:
PHONE #	DATE: <i>03-22-2021</i>	ARCHITECT

We hereby submit specifications and estimates for: *3'4" X 7' tall at westside, one 4' X 7' walk gate one 20' X 7' tall rolling gate one left master gate operator electricity supply by others, install edit loop and 2 safety loops Cut asphalt and pour concrete for V tract*



We propose hereby to furnish material and labor - complete in accordance with the above specifications for the sum of:
\$ *75,250.00* *seventy five thousand two hundred fifty and 00/100* Dollars
with payments to be made as follows:

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted

Note - this proposal may be withdrawn by us if not accepted within *10* days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature

Date of Acceptance

Signature
25 of 77

**AGREEMENT BY AND BETWEEN THE CITY OF
CLAREMONT AND COMMERCIAL DOOR COMPANY,
INC. FOR THE INSTALLATION OF TWO CANTILEVER
GATE SYSTEMS AND TWO PEDESTRIAN GATE
SYSTEMS**

1. PARTIES AND DATE.

This Agreement is made and entered into this 27th day of July, 20 21 by and between the City of Claremont, a municipal corporation of the State of California, located at 207 Harvard, Claremont, California 91711, ("City") and Commercial Door Company, Inc. with its principal place of business at 1374 E. Ninth Street, Pomona, CA 91766 (hereinafter referred to as "Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing the installation of rolling gates and pedestrian gates to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City.

2.2 Project.

City desires to engage Contractor to render such services to furnish and install two Cantilever gate systems and two pedestrian gate systems ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the Owner all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional gate installation services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from July 28, 2021 to October 31, 2021, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor 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, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates Jeremy Swan, Community Services Director, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates Rodney Gooch, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full

authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his/her 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 Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9 Insurance.

3.2.9.1 Time for Compliance. Contractor shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section.

3.2.9.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.2.9.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees,

agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents and volunteers.

3.2.9.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents and volunteers.

3.2.9.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.9.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.2.9.7 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.11 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.2.12 Bonds.

3.2.12.1 Performance Bond. If specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.12.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates

set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed \$74,500 (seventy-four thousand five hundred dollars) without advance written approval of City's project manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

CONTRACTOR:

Commercial Door Company, Inc.
1374 E. Ninth Street
Pomona, CA 91766
Attn: Rodney Gooch

CITY:

City of Claremont
P.O. Box 880
Claremont, CA 91711
Attn: Jeremy Swan, Community Services Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.4 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.5 Indemnification. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any

and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents or volunteers.

3.5.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County.

3.5.8 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.9 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.11 Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be

deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.13 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. 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.

3.5.15 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.17 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the 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.

3.5.18 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer. In connection with this Agreement, Contractor shall not discriminate, in any way, against any person (including, but not limited to subcontractors, employees, or applicants for employment) based on any characteristic protected under federal law (such as Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e-2), State law (such as the California Fair Employment and Housing Act, Gov. Code § 12940), or local law. Examples of protected characteristics include, without limitation, race, religion, color, national origin, handicap, ancestry, sex, sexual orientation, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment,

upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan, or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.19 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require 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 agrees to comply with such provisions before commencing the performance of the Services.

3.5.20 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6 Subcontracting.

3.6.1 Prior Approval Required. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

[signatures on next page]

Commerical Door Company, Inc.
Page 13 of 18

CITY OF CLAREMONT

COMMERICAL DOOR COMPANY, INC.

By: Jennifer Stark
Mayor

By: David G. Holmes 7-27-2021

Name: David G. Holmes

Attest

Title: President

Shelly Deane
City Clerk

[If Corporation, TWO SIGNATURES, President
OR Vice President AND Secretary, AND
CORPORATE SEAL OF CONTRACTOR
REQUIRED]

Approved as to Form:

Rutan & Tucker, LLP

By: Carol A. Holmes 7-27-2021

Name: Carol A. Holmes

Alvin Starnes
City Attorney

Title: Secretary/Treasurer

MGONZALES/AGREEMENTS/COMMERICAL DOOR COMPANY, INC -- PD GATES



Commercial Door Company, Inc.

1374 E. Ninth Street - Pomona, CA 91766
Telephone: (909) 622-6400 - Fax: (909) 622-1463

Proposal & Contract No.: POM037965

Date: July 08, 2021

Submitted To:

Company: City Of Claremont
Address: 207 Harvard Ave N.
City: Claremont
State: Ca Zip: 91711
Name: Joe Ciccone
Office:
Fax: Cell: (809) 917-4045

Jobsite:

Company: P.D.
Address: 570 W. Bonita Ave
City: Claremont
Contact: Joe
Job Phone:
Cell: (809) 917-4045
E-Mail: jcciccone@cl.claremontca.us

We hereby submit the following proposal:

Furnish and install 2 Cantilever Gate systems and 2 Ped Gate systems. One at the entrance and one at the exit.

Gates, fence and ped gates to be as follows: 2"x2"x1/8" steel tube frame, 1/2"x1/2"x16ga pickets on 2-1/4" space.

Support post: 4"x4"x1/8" set into concrete. Operator pads: 4'x4'x4" concrete.

Ped gates to have Simplex combo leveler handle lock sets (Code in, free exit) 16ga perf sheeting added to prevent reach around. Gates and fence to be painted Black. Gate and fence height to be 7'.

Gate operators: HySecurity Model 222 SS-ST 1HP, 120V, slide driver. (See attached specs for additional info)

Access and safety controls: AP-6 radio receiver with 4 transmitters. Entrance to have inside & outside loops, exit to have 2 exit loops and 2 safety loops. Gates to have leading edge safety stop/reverse edge's.

Electric stub out by others, landscaping by others, signage by others. Additional transmitters are available.

Price is based on Prevailing Wage.

NOTES:

*Prices are based on non-prevailing wage work performed Monday thru Friday 7:30 a.m. to 4:00 p.m., unless otherwise specified.
*Commercial Door is fully insured however, special insurance requests are subject to an additional charge.

Terms:

We hereby propose to furnish ☒ Materials Only ☐ Labor and Material - complete in accordance with the above specifications FOR THE SUM OF: \$74,600.00

Payment to be made as follows: Net 15 Net 30 COD ☒ TBD Other:

For Commercial Door by: Rodney Gooch

Note: This proposal is good for 15 days.

Acceptance & Authorization

Commercial Door agrees to furnish necessary labor, materials and tools to complete all contracted work to professional standards. Permits, electrical wiring, hook up for electrical operators and finish painting are not included unless specifically noted in this contract. Excludes any hidden damage due to concrete cutting. Delays in commencement or completion of work beyond per contract will be billed at the applicable hourly rate. This contract constitutes the full agreement between Commercial Door and the customer. Any changes or additions to this contract must be in writing and signed by both parties. Alterations or changes to work specified in this contract that involve extra costs for labor or materials will require written authorization from the customer and will become additional charges to the contracted amount. In the event of litigation, the customer agrees to pay for all attorney's fees and court costs incurred by Commercial Door to enforce the terms of this contract and its addendums.

Acceptance of Proposal: The above prices and specifications are satisfactory and hereby accepted. You are authorized as specified. Payment will be made as outlined above.

Date of Acceptance

P.O. Number

x Signature

EXHIBIT "B"

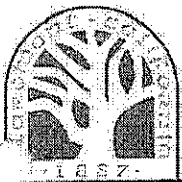
**SCHEDULE OF THE INSTALLATION OF TWO CANTILEVER GATES SYSTEMS
AND TWO PEDESTRIAN GATE SYSTEMS AT THE
CLAREMONT POLICE DEPARTMENT,
570 W. BONITA AVENUE, CLAREMONT, CALIFORNIA**

Work on this Project can begin when the Notice to Proceed has been issued and must
be completed by October 31, 2021, unless extended by the City in writing.

EXHIBIT "C"

COMPENSATION

The cost to furnish and install two Cantilever gate systems and two pedestrian gate systems at the Claremont Police Department, 570 W. Bonita Avenue, Claremont, California, per the Scope of Services in Exhibit A, is not to exceed \$74,500.



CITY OF CLAREMONT

Community Services Department

1616 Monte Vista Avenue
Claremont, CA 91711-2913
FAX (909) 445-7822
www.ci.claremont.ca.us

Director • (909) 399-5432
Trees • (909) 399-5431
Maintenance • (909) 399-5431
Solid Waste • (909) 399-5431
Oak Park Cemetery • (909) 399-5487

September 1, 2021

Rodney Gooch
Commercial Door Company, Inc.
1374 E. Ninth Street
Pomona, CA 91766

Dear Mr. Gooch:

Notice to Proceed
Claremont Police Department Pedestrian Gates

By means of this letter, notice is hereby given to proceed with the work on the above-referenced project.

If you have any questions, please call Joe Ciccone at 909-399-5431.

Sincerely,

Michele Gonzales
Senior Administrative Assistant



October 24, 2022

Sent Certified U.S. Mail: 7019 1970 0001 9176 1352

Shelly Desautels, City Clerk
City of Claremont
207 Harvard Ave.
Claremont, CA 91711

Re: Public Records Request for documents related to: City of Claremont Police Department Security Gates installation project. (From July 27, 2021 Council Agenda item #13)

Dear Ms. Desautels,

This letter is a follow-up CPRA request to CIFAC's original CPRA request of September 22, 2021

After a September 14, 2022 site inspection, this project now appears to be completed. CIFAC has several concerns regarding this project's procurement process. This letter is to obtain clarification from you regarding those concerns. Please provide copies of the following documents for the above referenced project or the legal authority under which you claim exemption:

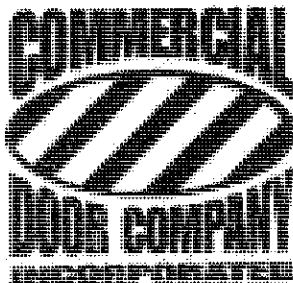
1. Copy of contract or purchase order between City and Baker Electric
2. Copy of contract(s) or purchase order(s) for any/all contractors or vendors connected to the project. (*Electrical, concrete, masonry, signage, painting, locksmith, landscape*)
3. Copies of all contractor/vendor(s) change orders
4. Copies of all invoices for payment submitted by contractor/vendor(s) (*Commercial Door, Baker Electric and anyone else*)
5. Copies of all payments made by City to contractor/vendor(s)
6. Copies of any/all invoices for material(s) purchased and/or used by City
7. If City staff were used in any portion of project, please provide timecards/wages paid
8. Copy of the project's notice of completion.

We are requesting these documents per the California Public Records Act; Government Code 6250, et seq. and, therefore, will expect a reply by November 7, 2022. *Documents may be sent electronically via email*)

Thank you for your prompt reply to this letter. Please contact me if you have any questions.

Sincerely,

Anthony Morelli
Southwester Regional Compliance Manager
Construction Industry Force Account Council
PO Box 2442, Camarillo, CA 93011-2442
805-419-1543 Amorelli@CIFAC.org www.CIFAC.org



INVOICE

1374 E. Ninth Street • Pomona, California 91766 • Phone: (909) 622-6400 • Fax: (909) 622-1463

Customer No.: CITOFCLA

Invoice No.: 80925

State License # 272762

Bill To:

City of Claremont
207 Harvard Ave. North
Attn: Accounts Payable
Claremont, CA 91711

Job Site:

Claremont Police Dept.
570 W. Bonita Ave
Claremont, CA 91711

Date	Ship Via	F.O.B.	Terms
02/28/22	OUR TRUCK		NET 15
Purchase Order Number	Order Date	Sales Person	Our Order Number
DIR#385852		JEFF BARBER	P01-22-21

CREW ARRIVED; FURNISHED AND INSTALLED
(2) CANTILEVER GATE SYSTEMS AND (2)
PEDESTRIAN GATE SYSTEM AS PER
PROPOSAL #POM037965.

* \$74,500.00 = AMOUNT NOW DUE

THANK YOU FOR CHOOSING COMMERCIAL DOOR!

Amount Now Due 74500.00



CITY OF CLAREMONT
207 HARVARD AVENUE
CLAREMONT, CA 91711-0880
(909) 399-5459

BANK OF THE WEST
1-800-488-2265

90-78
1211

247755

VENDOR #	DATE	CHECK NUMBER	CHECK AMOUNT
35085	03/31/2022	247755	*****74,500.00

PAY Seventy Four Thousand Five Hundred Dollars and No Cents

PAY
TO THE
ORDER
OF
COMMERCIAL DOOR COMPANY
1374 E NINTH STREET
POMONA, CA 91766

VOID

Authorized Signature

COPY

COPY

COPY

COPY

COPY

CITY OF CLAREMONT, CA 91711-0880

ACCOUNTS PAYABLE CHECK

NO.247755

INVOICE NUMBER	DATE	DESCRIPTION	P.O. NUMBER	DISCOUNT	AMOUNT
80925	02/28/2022	CONTRACT SERVICES	12423	0.00	74,500.00
					74,500.00

E



INVOICE

1374 E. Ninth Street • Pomona, California 91766 • Phone: (909) 622-6400 • Fax: (909) 622-1463

Customer No.: CITOFCLA

Invoice No.: 80865

State License # 272762

Bill To:

City of Claremont
1616 Monte Vista
Attn: Accounts Payable
Claremont, CA 91711

Job Site:

Claremont PD
570 W. BONITA AVE
Claremont, CA 91711

Date	Ship Via	F.O.B.	Terms
02/28/22	OUR TRUCK		NET 15
Purchase Order Number	Order Date	Sales Person	Our Order Number
DIR#385852		RODNEY GOOCH	P02-22-131

CREW ARRIVED; FURNISHED AND INSTALLED
(1) GOOSE NECK AND BOX.

\$1124.46 = AMOUNT NOW DUE

APPROVAL TO PAY	
Account Number	Amount
110-4320-2301	1,124.46
PD GATB	
The undersigned deposes that this invoice is justly due and payable as goods or services have been provided or performed to the City's satisfaction.	
Prepared by	Approved by
	3/8/22

Amount Now Due 1124.46 ✓

THANK YOU FOR CHOOSING COMMERCIAL DOOR!



CITY OF CLAREMONT

207 HARVARD AVENUE
CLAREMONT, CA 91711-0880
(909) 399-5459

PURCHASE ORDER

Page 1 / 1

DATE
9/1/2021

PO NUMBER
12423

THIS NUMBER MUST APPEAR ON ALL
PACKAGES, INVOICES AND
CORRESPONDENCE

VENDOR: 35085

COMMERCIAL DOOR COMPANY
1374 E NINTH STREET
POMONA, CA 91766

SHIP TO: COMMUNITY SERVICES
1616 MONTE VISTA AVE
CLAREMONT, CA 91711

FOB Point:

Terms: no terms

Req. Del. Date:

Special Inst:

Req. No.: 002545

Dept: COMMUNITY SERVICES

Contact: GONZALES, MICHELE

Confirming? No

Quantity	Unit	Description	Unit Price	Ext. Price
1.00		Furnish and install two Cantilever gate systems and two pedestrian gate systems at the Police Department. City Council approved: 07/27/21 Terms: 07/28 - 10/31/2021	74,500.0000	74,500.00

BILL TO: City of Claremont
207 HARVARD AVE
PO BOX 880
CLAREMONT, CA 91711-0880

SUBTOTAL	74,500.00
TAX	0.00
FREIGHT	0.00
TOTAL	74,500.00

Account Number	Amount	Account Number	Amount
E 110-3040-5105	74,500.00		

FINANCE FILE COPY

Authorized Signature

Authorized Signature (over \$1,000)

E



CITY OF CLAREMONT

Community Services Department

1616 Monte Vista Avenue
Claremont, CA 91711-2913
FAX (909) 445-7822
www.ci.claremont.ca.us

Director • (909) 399-5432
Trees • (909) 399-5431
Maintenance • (909) 399-5431
Solid Waste • (909) 399-5431
Oak Park Cemetery • (909) 399-5487

December 1, 2021

Rodney Gooch
Commercial Door Company, Inc.
1374 E. Ninth Street
Pomona, CA 91766

Dear Mr. Gooch:

Extension of Agreement for the Installation of Two Cantilever Gate Systems
and Two Pedestrian Gate Systems

The current Agreement between the City of Claremont and Commercial Door Company, Inc. for the installation of two Cantilever gate systems and two pedestrian gate systems for the Claremont Police Department expired on October 31, 2021, with the option of extending the term if necessary to complete the Services. The City would like to extend this Agreement through January 31, 2022, with all terms, conditions, and financial considerations remaining in full force per the original Agreement.

If you accept the terms of this extension, please sign below and return to the City of Claremont, 1616 Monte Vista Avenue, Claremont, CA 91711, Attention: Michele Gonzales. If you have any questions concerning this extension, please call me at 909-399-5431.

Approved by:

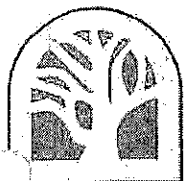

Jeremy Swan
Community Services Director

Accepted by:


Commercial Door Company, Inc.

Contract Manager
Title

12-06-2021
Date



CITY OF CLAREMONT

Community Services Department

1616 Monte Vista Avenue
Claremont, CA 91711-2913
FAX (909) 445-7822
www.ci.claremont.ca.us

Director • (909) 399-5432
Trees • (909) 399-5431
Maintenance • (909) 399-5431
Solid Waste • (909) 399-5431
Oak Park Cemetery • (909) 399-5487

February 8, 2022

Rodney Gooch
Commercial Door Company, Inc.
1374 E. Ninth Street
Pomona, CA 91766

Dear Mr. Gooch:

Extension of Agreement for the Installation of Two Cantilever Gate Systems
and Two Pedestrian Gate Systems

The current Extension to the Agreement between the City of Claremont and Commercial Door Company, Inc. for the installation of two Cantilever gate systems and two pedestrian gate systems at the Claremont Police Department expired on February 1, 2022. The City would like to extend that date through June 30, 2022, with all terms, conditions, and financial considerations remaining in full force per the original Agreement.

If you accept the terms of this extension, please sign below and return to the City of Claremont, 1616 Monte Vista Avenue, Claremont, CA 91711, Attention: Michele Gonzales. If you have any questions concerning this extension, please call me at 909-399-5431.

Approved by:

Accepted by:

Jeremy Swan
Community Services Director

Commercial Door Company, Inc.

Contract Manager

Title

2-11-2022

Date



CITY OF CLAREMONT
 207 HARVARD AVENUE
 CLAREMONT, CA 91711-0880
 (909) 399-5459

BANK OF THE WEST
 1-800-488-2265

90-78
 1211

246245

VENDOR #	DATE	CHECK NUMBER	CHECK AMOUNT
40378	10/14/2021	246245	*****18,090.14

PAY Eighteen Thousand Ninety Dollars and Fourteen Cents

PAY
 TO THE
 ORDER
 OF

BAKER ELECTRIC, INC
 1298 PACIFIC OAKS PLACE
 ESCONDIDO, CA 92029

VOID

Authorized Signature

COPY

COPY

COPY

COPY

COPY

CITY OF CLAREMONT, CA 91711-0880

ACCOUNTS PAYABLE CHECK

NO.246245

INVOICE NUMBER	DATE	DESCRIPTION	P.O. NUMBER	DISCOUNT	AMOUNT
41509	08/31/2021	CONTRACT SERVICES	12422	0.00	12,363.78
41579	09/18/2021	CONTRACT SERVICES	12412	0.00	5,226.36
41756	09/30/2021	CONTRACT SERVICES	12412	0.00	500.00
					18,090.14

F



city of claremont

PARTIAL P.O. PAYMENT REQUEST

VENDOR

Baker Electric
1296 Pacific Oaks Place
Escondido CA 92029
40378

Date: 10/07/21

Purchase Order No.: 12422

Partial Pay No(s).
Check "Final" if Last: 1 ☐ Final

Invoice No.	Description	Cost	Account No.
41509	Police Department Gates	\$12,363.78	110-3040-5105
	TOTAL	\$12,363.78	

I certify that the goods or services shown above represent partial delivery of the order placed with the purchase order shown and that the goods or services are acceptable.

Prepared by: [Signature]

Date: 10/7/21

Approved by: [Signature]

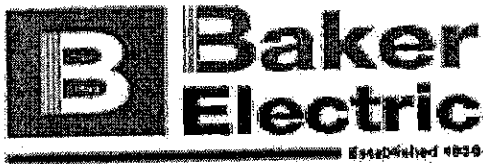
Date: 10/6/21

Department Head Approval (If over \$5,000): [Signature]

Date: 10-7-21

City Manager Approval (If over \$25,000): _____

Date: _____



Invoice Date: 8.31.21

Invoice # 41509

Final Invoice

Payment Terms: Net Due 30 Days

Invoice Summary Breakdown

Bill To: City of Claremont
207 Harvard Ave
PO Box 880
Claremont, CA 91711

Job Address: 310 Yale Avenue
Claremont, CA 91711

MSA/PO 12412

Job No. 22706

Description: City of Claremont Police Department Gate

Date	Description	Quantity	Unit Price	Extended Price
Labor				
8.24.21	Emanuel Kejzlar F	8 Hours	\$ 141.14	\$ 1,129.12
8.25.21	Emanuel Kejzlar F	8 Hours	\$ 141.14	\$ 1,129.12
8.26.21	Emanuel Kejzlar F	8 Hours	\$ 141.14	\$ 1,129.12
8.26.21	Mike Ortiz F	6 Hours	\$ 141.14	\$ 846.84
8.27.21	Emanuel Kejzlar F	6 Hours	\$ 141.14	\$ 846.84
		36 Hours	LABOR TOTALS	\$ 5,081.04
Materials				
	Walters Inv. S118807578.001	1 Lot	\$ 352.21	
			MATERIAL TOTAL	\$ 387.43
Subcontractor				
	KGC Inv 9789-1	1 Lot	\$ 6,235.00	
			SUBCONTRACTOR TOTAL	\$ 6,858.50

Labor Cost		\$ 5,081.04
Material Cost		\$ 387.43
Misc Cost		\$ 6,858.50
Sales Tax	9.50%	\$ 36.81
Total		\$ 12,363.78

1298 Pacific Oaks Place • Escondido, CA 92029 • (760) 745-2001 Fax: (760) 745-0321

F



6461 Global Drive, Cypress, CA 90630
 CA Lic #780044 NV Lic #0058476 AZ Lic #ROC220696
 800.334.6299 - 714.6364542 - Fax 714.636.4300
 www.kgcinc.com

Invoice: 9789-1

Invoice Date: 9/1/2021

For Period Ending: 9/30/2021

Due Date: 10/16/2021

Customer: 0070601

Project: 9789C

To:

Baker Electric Inc.
 1298 Pacific Oaks Place
 Escondido CA 92029

Project:

Claremont Police Station
 570 W. Bonita Avenue
 Claremont CA 91711

Code - Description	Current Contract	Previous Completed	Prev % Compl	% Compl	Current Completed	Current Retainage	Retainage To Date	Current Due
0150 - Contract Value	6,235.00	0.00	0.00	100.00	6,235.00	0.00	0.00	6,235.00
Invoice Totals:	6,235.00	0.00	0.00	100.00	6,235.00	0.00	0.00	6,235.00

Net Due: 6,235.00

Work Description

Job #22706

KGC, LLC, Proposal #0421-1103, dated April 19, 2021 approved by Mr. Mike While per email dated July 15, 2021
 - Saw cut, break and remove concrete trench, dowel and pour back

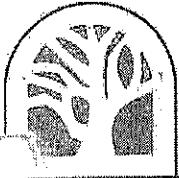
Please remit payment to " Kindness General Contractors, LLC"
 We gladly accept American Express, MasterCard, or Visa for payment.
 Please note that there is a 5% processing fee for credit card payments.

*Included in
 Baker Invoice
 #41509*

PM _____

AR _____

Thank you for your business!



CITY OF CLAREMONT

Community Services Department

1616 Monte Vista Avenue
Claremont, CA 91711-2913
FAX (909) 445-7822
www.ci.claremont.ca.us

Director • (909) 399-5432
Trees • (909) 399-5431
Maintenance • (909) 399-5431
Solid Waste • (909) 399-5431
Oak Park Cemetery • (909) 399-5487

July 19, 2021

Mike While
Baker Electric
1298 Pacific Oaks Place
Escondido, CA 92029

Dear Mr. While:

Letter of Agreement for Claremont Police Department Gate Controller Power

This letter shall be our Agreement regarding the gate controller power described below ("Services") to be provided by Baker Electric ("Contractor") as an independent contractor to the City of Claremont for the City's Claremont Police Department Gate Controller Power ("Project").

The Services to be provided are detailed in the attachment.

Contractor shall perform all Services under this Letter of Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California, and consistent with all applicable laws. Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Compensation for the above services shall be based on the actual amount of time spent in adequately performing the Services and shall be billed at the hourly rate(s) of \$141.14/hour for labor during regular hours and \$152.08/hour for a supervisor. However, unless expressly agreed to in writing in advance by the City, the cost to the City for the Services shall not exceed \$18,620.

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates

of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

Contractor shall provide proof of commercial general liability and automobile insurance to the City in amounts and with policies, endorsements and conditions required by the City for the Services. If Contractor is an employer or otherwise hires one or more employees during the term of this Project, Contractor shall also provide proof of workers compensation coverage for such employees, which meets all requirements of state law.

Invoices shall be submitted to the City monthly as performance of the Services progresses. City shall review and pay the approved charges on such invoices in a timely manner. Services on the Project shall begin upon receipt of the Notice to Proceed and be completed by September 10, 2021, unless extended by the City in writing. The City may terminate this Letter of Agreement at any time with or without cause. If the City finds it necessary to terminate this Letter of Agreement without cause before Project completion, Contractor shall be entitled to be paid in full for those Services adequately completed prior to the notification of termination. Contractor may terminate this Letter of Agreement for cause only.

Contractor shall defend, indemnify and hold the City, its officials, officers, employees, and agents, and volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages, and injuries, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants, and contractors, subconsultants, or subcontractors arising out of or in connection with the performance of the Services or this Agreement, including, without limitation, the payment of all consequential damages, attorneys fees and other related costs and expenses. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials, officers, employees, agents, and volunteers.

Contractor warrants that the individual who has signed this Agreement has the legal power, right and authority to make this Agreement and bind the Contractor hereto. If you agree with the terms of this Letter of Agreement, please indicate by signing and dating two original agreements and return both to Michele Gonzales, City of Claremont, Community Services, 1616 Monte Vista Avenue, Claremont, CA 91711. Once the documents are fully executed, one original will be returned to you for your records.

[signatures on next page]


Baker Electric
July 19, 2021
Page 3 of 3

CITY OF CLAREMONT

Approved by:


Community Services Director

Approved as to Form:


Rutan & Tucker, LLP
City Attorney

Attachment

P:mgonzales/agreements/letter of agreement baker electric pd gate controller power

BAKER ELECTRIC

Reviewed and Accepted by Contractor:

John F. Miller
Signature
J Miller
Name
Director of Service
Title
August 10, 2021
Date

Exhibit "G"

Jonescape Inc

4650 Arrow Highway, Ste G-6
Montclair, CA 91763
PH: 909.625.4988
Fax: 909.625.4998
E-mail: hraulio.jonescape@gmail.com
LIC#: 577673 C-27, C-29, C-8

Concrete
Contractor
PD Gate project

Invoice #4422

Date: 4/4/22
Submitted to: Joe Ciccione
Address: Police Department

Description

Concrete sidewalk & curb

Amount

\$2,298.00

\$ 2,298.00

APPROVAL TO PAY	
Amount Number	\$ 2,298.00
118-4328-2301	
SIDEWALK/CURB	
PD GATES	
<i>[Signature]</i>	4/8/22

TOTAL

\$2,298.00

Make all checks payable to Jonescape Inc
THANK YOU FOR YOUR BUSINESS!


[Division of Apprenticeship Standard](#)

Division of Apprenticeship Standard / Division of Labor Standards Enforcement

[Home](#) [Labor Law](#) [Cal/OSHA - Safety & Health](#) [Workers' Comp](#) [Self Insurance](#) [Apprenticeship](#) [Director's Office](#) [Boards](#)
[Home](#) | [Search PWC-100](#) | [Search Results List](#) | [Project Details](#)

Project Number: 07-27-21

Contract ID: 07-27-21

* Project Award Date: 7/27/2021

Awarding Body ID: 100012953

DIR Project ID: 385852

Contract Date: 3/22/2021

* Project Submitted Date: 8/17/2021

AWARDING BODY INFORMATION

Name: City of Claremont
Address: 207 Harvard Avenue
Claremont, CA 91711

Primary Contact: Vincent Ramos
Primary Email: vramos@ci.claremont.ca.us
Work Phone: 9093995395

PROJECT INFORMATION

Project Name: PD Gates

Brief Description: install gate system at PD

Contract Amount: \$74,500.00

Total Project Cost: \$74,500.00

Alternative Model: N

First Advertised Date: 3/22/2021

Estimated Start Date: 8/23/2021

Estimated Completion Date: 10/29/2021

Physical Address / Location

Address line 1	Address line 2	City	State	Zip	County
570 W. Bonita Avenue		Claremont	CA	91711	LOS ANGELES

Propositions:

Will this project receive (or has it received) any funding from Proposition 84 (The Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006)? No

Will this project receive (or has it received) any funding from Proposition 39 (California Clean Energy Jobs Act of 2012)? No

Compliance and Agreements:

Is language included in the Contract Award to effectuate the requirements of Section 1771, 1774 - 1776, 1777.5, 1813 and 1815 of the Labor Code? No

Will you operate a DIR-Approved Labor Compliance Program (LCP) for this project? No

Is there a Project Labor Agreement (PLA) associated with this project? No

General Contractor 1

PWCR Number	NAME	Address	Email	Classification
1000004028	COMMERCIAL DOOR COMPANY INC.	1374 E. 9TH ST. POMONA, CA 91766	MAXINE@COMMERCIALDOORCOMPANY.COM	LABORERS

CSLB # 272762
David Holmer

[New Search](#)



Division of Apprenticeship Standard / Division of Labor Standards Enforcement

[Home](#) [Labor Law](#) [Cal/OSHA - Safety & Health](#) [Workers' Comp](#) [Self Insurance](#) [Apprenticeship](#) [Director's Office](#) [Boards](#)
[Home](#) | [Search PWC-100](#) | [Search Results List](#) | [Project Details](#)

Project Number: 08-17-21

Contract ID: 08-17-21

✱ Project Award Date: 8/16/2021

Awarding Body ID: 100012953

DIR Project ID: 385854

Contract Date: 4/21/2021

✱ Project Submitted Date: 8/17/2021

AWARDING BODY INFORMATION

Name:	City of Claremont	Primary Contact:	Vincent Ramos
Address:	207 Harvard Avenue Claremont, CA 91711	Primary Email:	vramos@ci.claremont.ca.us
		Work Phone:	9093995395

PROJECT INFORMATION

Project Name: Pd Gate Controller PowerBrief Description: power to the new gates at PDContract Amount: \$18,620.00Total Project Cost: \$18,620.00Alternative Model: NFirst Advertised Date: 4/21/2021Estimated Start Date: 8/23/2021Estimated Completion Date: 10/29/2021

Physical Address / Location

Address line 1	Address line 2	City	State	Zip	County
570 W. Bonita Avenue		Claremont	CA	91711	LOS ANGELES

Propositions:

Will this project receive (or has it received) any funding from Proposition 84 (The Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006)?	No
Will this project receive (or has it received) any funding from Proposition 39 (California Clean Energy Jobs Act of 2012)?	No

Compliance and Agreements:

Is language included in the Contract Award to effectuate the requirements of Section 1771, 1774 - 1776, 1777.5, 1813 and 1815 of the Labor Code?	No
Will you operate a DIR-Approved Labor Compliance Program (LCP) for this project?	No
Is there a Project Labor Agreement (PLA) associated with this project?	No

General Contractor 1

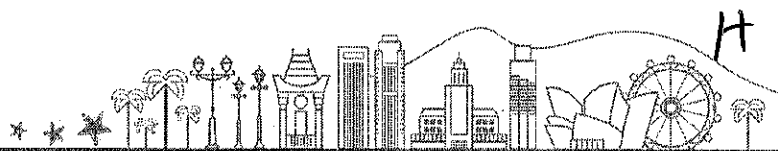
PWCR Number	NAME	Address	Email	Classification
1000000466	BAKER ELECTRIC, INC	1298 PACIFIC OAKS PLACE ESCONDIDO, CA 92029	ACCOUNTING@BAKER-ELECTRIC.COM	ELECTRICIANS

CSLB# 101756

[New Search](#)



**LOS ANGELES COUNTY
REGISTRAR-RECORDER/COUNTY CLERK**



DEAN C. LOGAN
Registrar-Recorder/County Clerk

ANTHONY MORELLI

PO BOX 2442 [REDACTED]

CAMARILLO, CA 93010

DATE: 9/20/2022

Re: your letter of: 9/19/2022

RETURN CK#

\$

Search Fee Retained \$

This is in response to your letter, identified above, requesting information on a _____

*** NOTICE OF COMPLETION -CLAREMONT POLICE DEPT SECURITY GATES**

The name Index has been searched from 1/1/2021

through documents recorded as of 12/31/2022

No record was found of the requested document for

CITY OF CLAREMONT

8313-010-907

Pursuant to California law the amount shown above has been retained as a fee for conducting the record search.

At the time of recording, the corresponding document number is stamped on the face of the check presented or the recording fee. If you find such a number on your cancelled check, it would facilitate locating the document.

If you do not have a document number and want to continue searching for information, you may wish to contact a local title company for assistance. A listing of the companies that can provide this service is attached for your convenience.

Please contact the Recorder's Office at (562) 462-2133 if you have any further questions regarding this matter.

Very truly yours,

Dean C. Logan

Registrar-Recorder/County Clerk

By ANGEL MACIAS

Deputy, Real Estate Records Section



R853 12/19/07

Anthony Morelli

From: Jeremy Swan <jswan@ci.claremont.ca.us>
Sent: Thursday, October 15, 2020 3:48 PM
To: Anthony Morelli
Cc: Cari Dillman
Subject: RE: Plant Enhancement Project

Importance: High

Tony,

Thank you for the information and working with the City.

I will be in contact to set up some time. I'm going to talk to our City Clerk about the process and get her input.

We'll be in contact to get something scheduled.

Thanks again.

Jeremy

*Jeremy Swan
 Community Services Director
 City of Claremont
 (909) 399-5431 – main line
 jswan@ci.claremont.ca.us*

From: Anthony Morelli <amorelli@cifac.org>
Sent: October 15, 2020 3:41 PM
To: Jeremy Swan <jswan@ci.claremont.ca.us>
Cc: Cari Dillman <cdillman@ci.claremont.ca.us>
Subject: RE: Plant Enhancement Project

Jeremy,

Thank you for understanding CIFAC's concerns. I discussed Claremont's situation and concerns regarding this project with our Executive Director. Officially, CIFAC does not agree with Agencies who inappropriately utilize an RFP process that ranks or rates contractors on a subjective basis, when a project is clearly a public works project as defined by PCC 1101.

PUBLIC CONTRACT CODE – PCC, DIVISION 2. GENERAL PROVISIONS [1100 - 22355] (Division 2 enacted by Stats. 1981, Ch. 306.)
PART 1. ADMINISTRATIVE PROVISIONS [1100 - 9203]
 (Heading of Part 1 added by Stats. 1982, Ch. 1120, Sec. 2.)

CHAPTER 1. Definitions [1100 - 1104]
 (Chapter 1 added by Stats. 1982, Ch. 1120, Sec. 3.)

1101.

"Public works contract," as used in this part, means an agreement for the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

I

That said however, we do understand the unusual nature of this project, its funding source and the constraints placed upon the City to achieve their objective. With this in mind, CIFAC is willing to concede and make an exception due to the unique circumstances that this project entails.

Good luck with the bid results and this project!

On another note, as we previously discussed, I would be happy to make myself available to meet with you and your staff to discuss general bidding, awarding questions or to clarify CUCCAA requirements for participating agencies. Just let me know and we can schedule a time to do so.

Best regards,

Anthony (Tony) Morelli

Southwestern Regional Compliance Manager
Construction Industry Force Account Council
P.O. Box #2442, Camarillo, California 93011-2442
(805) 419-1543 Fax: (805) 301-8002
Amorelli@CIFAC.org www.cifac.org



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From: Jeremy Swan <jswan@ci.claremont.ca.us>
Sent: Thursday, October 15, 2020 1:31 PM
To: Anthony Morelli <amorelli@cifac.org>
Cc: Cari Dillman <cdillman@ci.claremont.ca.us>
Subject: Plant Enhancement Project
Importance: High

Hi Tony,

Thank you for reaching out to us and explaining your concerns. Let me reiterate, we want to make sure everything we do is correct and have no issues. Also, thank you for taking your time to listen to my concerns with this and willing to take them back for further discussions.

In regards to the plant enhancement project, Metropolitan Water District offers a program for individuals and businesses to remove excess turf and convert the area to draught tolerant landscape. There are many requirements that must be followed to receive the rebate. The rebate is \$2.00 per square foot removed up to 50,000 square foot of conversion per project. If an area does not pass inspection, the contractor would have to fix any problems to pass the inspection. For more information on the program, I have included the website:

<https://socalwatersmart.com/en/commercial/rebates/available-rebates/commercial-turf-replacement-program/>

From a City perspective, we do not expend any funds on this project. As this is not a budgeted project, we do not have extra funds to cover any gaps from what we receive from Metro. If our contractor would not be able to complete the project within the \$2.00 per square foot, we would not be able to complete the project and we would not be able to continue to remove excess turf throughout our parks. If we would have to bid this as a public works project, we would

I
not be able to bid this project. What we current receive at \$2.00 per square foot, includes plan design, project completion and one year maintenance and plant replacement. Additionally, included in the per square foot cost is completion of the pre and post inspection and any corrections as necessary. If we would have to come up with designs for a project, we would have to hire a designer at an additional cost that is not currently budgeted and do not plan on budgeting in the future. From our perspective, this is cost neutral, as we pay our contractor \$2.00 per square foot and then receive \$2.00 per square foot from Metro.

Thank you for working with us and trying to come up with a solution that would work. As part of our sustainability goals, we are trying to reduce excess turf and water usage. By reducing water in 50,000 square foot of turf to drip irrigation and drought tolerant plants and shrubs, we are helping the environment and reducing our water costs.

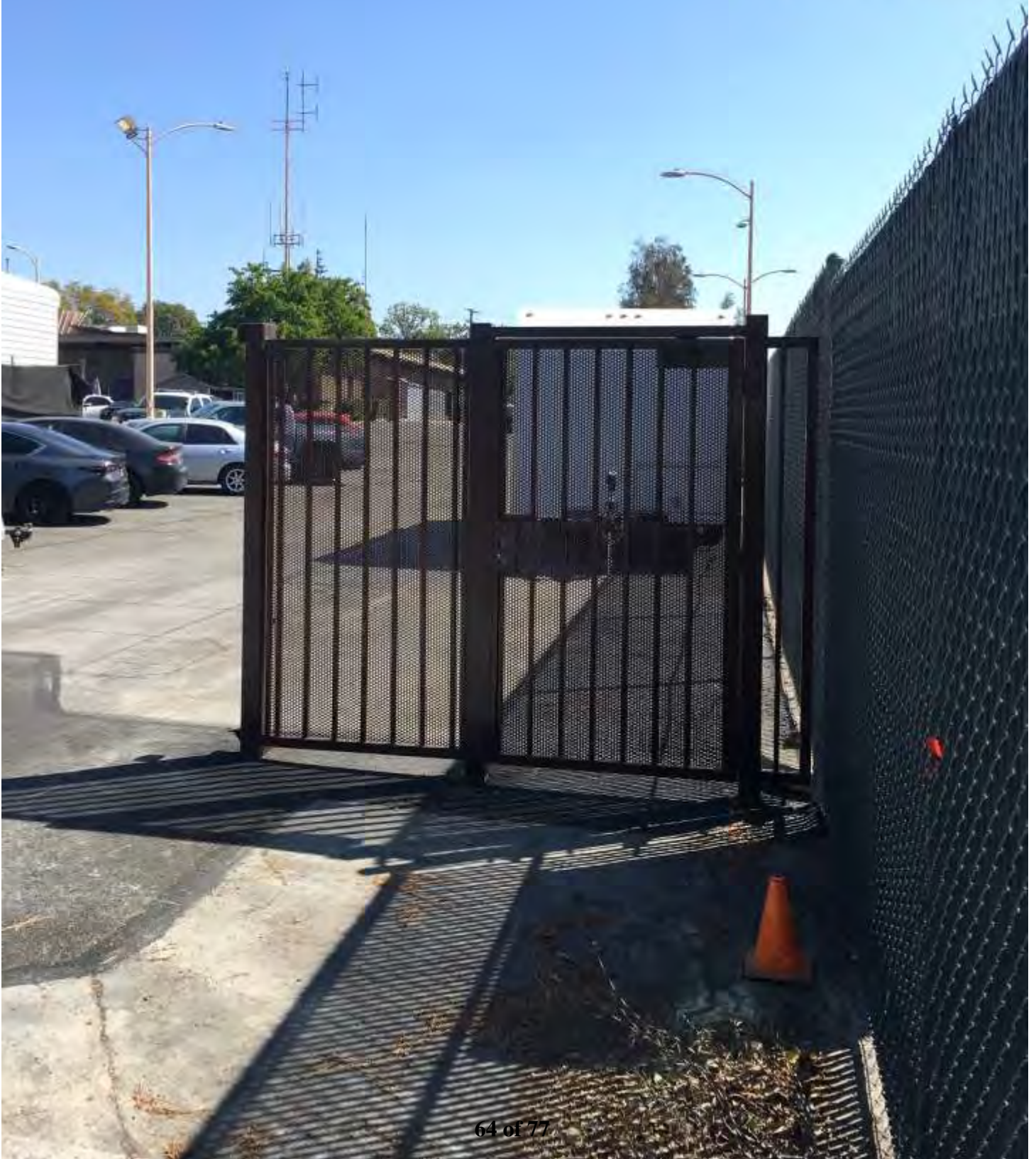
If you need any additional information, please let me know. I look forward to hearing back on what we can do for this situation.

Thanks

Jeremy

*Jeremy Swan
Community Services Director
City of Claremont
(909) 399-5431 – main line
jswan@ci.claremont.ca.us*

Mar 16, 2022 at 11:38:40 AM
100-116 N Berkeley Ave
Claremont CA 91711
United States



Mar 16, 2022 at 11:38:57 AM
100-116 N Berkeley Ave
Claremont CA 91711
United States

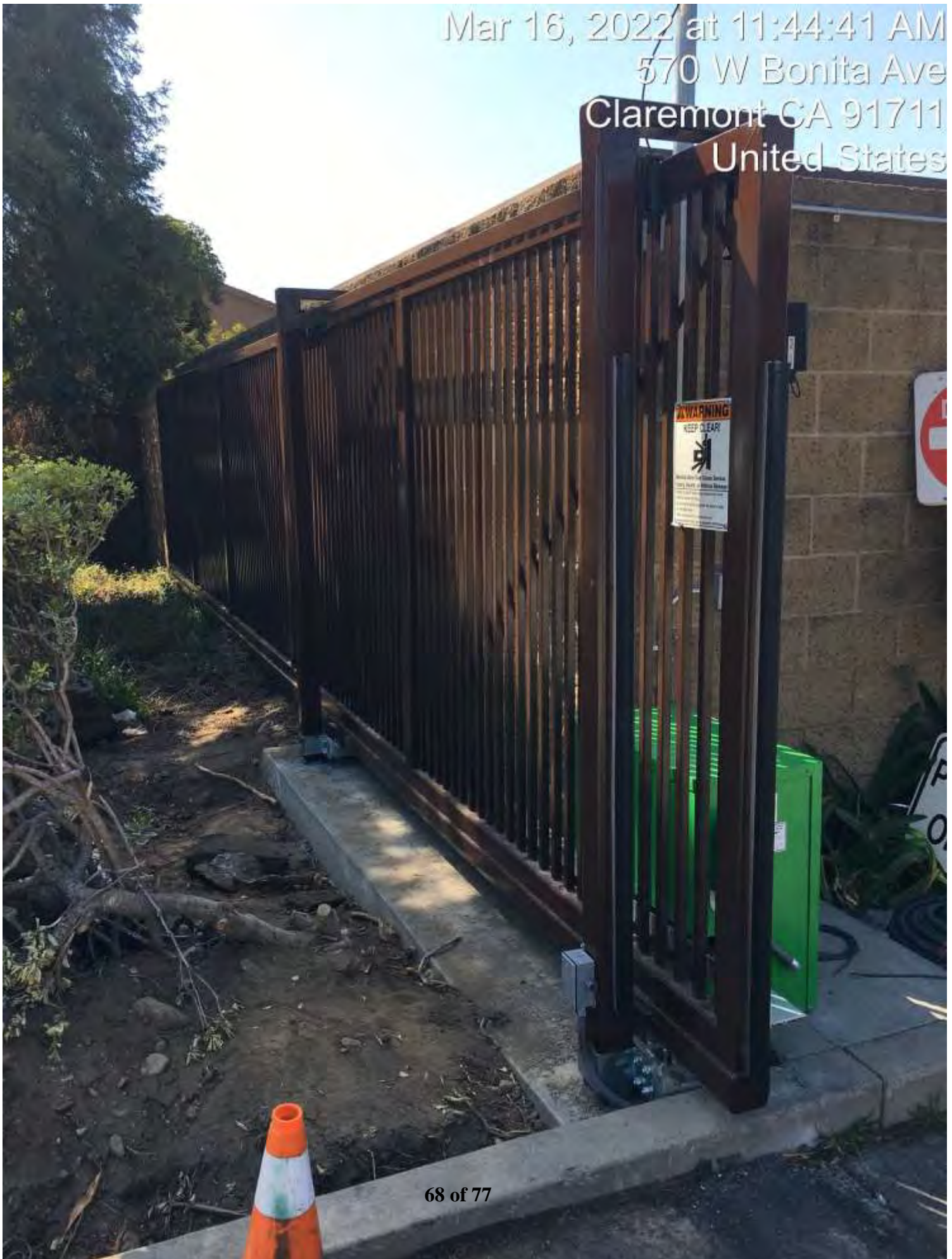


Mar 16, 2022 at 11:39:09 AM
118-298 N Berkeley Ave
Claremont CA 91711
United States

Mar 16, 2022 at 11:44:16 AM
570 W Bonita Ave
Claremont CA 91711
United States



Mar 16, 2022 at 11:44:41 AM
570 W Bonita Ave
Claremont CA 91711
United States



Mar 16, 2022 at 11:44:53 AM
570 W Bonita Ave
Claremont CA 91711
United States



Mar 16, 2022 at 11:45:08 AM

570 W Bonita Ave

Claremont CA 91711

United States



Mar 16, 2022 at 11:45:41 AM
570 W Bonita Ave
Claremont CA 91711
United States



Sep 14, 2022 at 3:40:21 PM
101-117 N Berkeley Ave
Claremont CA 91711
United States



Sep 14, 2022 at 3:40:38 PM
118-298 N Berkeley Ave
Claremont CA 91711
United States



Sep 14, 2022 at 3:42:20 PM
570 W Bonita Ave
Claremont CA 91711
United States



Sep 14, 2022 at 3:42:39 PM
570 W Bonita Ave
Claremont CA 91711
United States



Sep 14, 2022 at 3:42:57 PM
570 W Bonita Ave
Claremont CA 91711
United States



Sep 14, 2022 at 3:43:08 PM
570 W Bonita Ave
Claremont CA 91711
United States



California Uniform Construction Cost Accounting Commission

John Nunan
Consultant
General Contractors
Chair-CUCCAC

Leeann Errotabere
Director of Purchasing
Clovis Unified School District
School Districts
Vice Chair-CUCCAC

Nathaniel Holt
Chief Facilities Officer & Bond
Program Director
Compton Unified School District
School Districts
Secretary-CUCCAC

Eddie Bernacchi
President
NECA, Politico Group
Subcontractors

Will Clemens
General Manager
Oceano Community Services
District
Special Districts

Johannes J. Hoevertz
Director of Transportation and
Public Works
Sonoma County
Counties

Mike James
Assistant City Manager & Public
Works Director
City of Lemon Grove
Cities

Chuck Poss
President
Earth Construction & Mining
Subcontractors

Hertz Ramirez
Business Manager
Laborers' International Union of
North America
Labor

Chad D. Rinde
Chief Financial Officer
County of Yolo
Counties

Jeremy Smith
Deputy Legislative Director
State Building and Construction
Trade Council
Labor

Mary Teichert
General Contractors
Contractors State License Board
Appointed

Jennifer Wakeman
Assistant Administrative Services
Director/Financial Services
Manager
City of Lafayette
Cities

Peter Worhunsy
President & CEO
Live Oak Infrastructure Group
General Contractors

January 16, 2023

Erika Contreras
Secretary of the Senate
State Capitol, Room 3044
Sacramento, CA 95814

Sue Parker
Chief Clerk of the Assembly
State Capitol, Room 3196
Sacramento, CA 95814
Sent via electronic mail

Re: Annual Report to the California State Legislature for 2022

Dear Members of the Legislature:

In accordance with Public Contract Code (PCC) §22017(d), this report describes the activities and operations of the California Uniform Construction Cost Accounting Commission (Commission) for 2022.

The Commission is tasked with providing technical support to public agencies by prescribing uniform construction cost accounting procedures for those agencies that opt into the Uniform Public Construction Cost Accounting Act (Act), pursuant to PCC §22000 et seq. The Commission works to ensure the equitable application and compliance of the Act by reviewing public complaints and recommending accounting reviews when the criteria of the Act are not fulfilled. The Act promotes statewide uniformity of cost accounting standards and flexibility in bidding procedures on construction work performed or contracted by public entities in California.

The Act results in cost savings and improved efficiency to public agencies in the bidding, award, execution, and completion of public works projects. In addition, the Commission conducts meetings open to the public, provides a manual for use by public agencies signatory to the Act, and maintains a Commission web page on the State Controller's Office (SCO) website. Commissioners also facilitate and participate in outreach and training to participating agencies, candidate agencies, and professional organizations.

California Uniform Construction Cost Accounting Commission

John Nunan
Consultant
General Contractors
Chair-CUCCAC

Leeann Errotabere
Director of Purchasing
Clovis Unified School District
School Districts
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District
Special Districts

Johannes J. Hoevertz
Director of Transportation and
Public Works
Sonoma County
Counties

Mike James
Assistant City Manager & Public
Works Director
City of Lemon Grove
Cities

Chuck Poss
President
Earth Construction & Mining
Subcontractors

Hertz Ramirez
Business Manager
Laborers' International Union of
North America
Labor

Chad D. Rinde
Chief Financial Officer
County of Yolo
Counties

Jeremy Smith
Deputy Legislative Director
State Building and Construction
Trade Council
Labor

Mary Teichert
General Contractors
Contractors State License Board
Appointed

Jennifer Wakeman
Assistant Administrative Services
Director/Financial Services
Manager
City of Lafayette
Cities

Peter Worhunsy
President & CEO
Live Oak Infrastructure Group
General Contractors

The activities and operation conducted by the Commission during 2022 are listed below:

- The Commission met on January 7, May 6, and September 9. John Nunan chaired the meetings. The Commission resumed in-person meetings in downtown Sacramento, while also utilizing videoconferences for Commission members unable to attend in-person, as well as increased opportunity for public participation.
- Two new Commissioners were sworn in to represent the sectors Cities and Counties.
- Fifty-nine additional agencies have opted into the Act, bringing the number of agencies participating in the Act to 1,522.
- The Commission responded to thirty-two inquiries outside of normal meetings. This indicates the level of importance, public agency interest, and dependence upon the ongoing technical support the Commission provides annually to its participants.
- The Commission received \$2,500 in donations and grants from donors in the construction industry. These funds are to be used to conduct Commission meetings, outreach programs, and other duties deemed necessary to continue the Commission's purpose.
- The Commission completed three accounting reviews of participating agencies.

Sincerely,

Original signed by

John Nunan, Chair
California Uniform Construction Cost Accounting Commission

cc: State Controller's Office