

CITY OF HUNTINGTON PARK

City Council

Regular Meeting

Agenda

Tuesday, August 20, 2019

6:00 p.m.

City Hall Council Chambers
6550 Miles Avenue, Huntington Park, CA 90255

Karina Macias
Mayor

Manuel “Manny” Avila
Vice Mayor

Graciela Ortiz
Council Member



Marilyn Sanabria
Council Member

Jhonny Pineda
Council Member

All agenda items and reports are available for review in the City Clerk's Office and www.hpca.gov. Any writings or documents provided to a majority of the City Council regarding any item on this agenda (other than writings legally exempt from public disclosure) will be made available for public inspection in the Office of the City Clerk located at 6550 Miles Avenue, Huntington Park, California 90255 during regular business hours, 7:00 a.m. to 5:30 p.m., Monday – Thursday, and at the City Hall Council Chambers during the meeting.

Any person who requires a disability-related modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting may request such modification, accommodation, aid or service by contacting the City Clerk's Office either in person at 6550 Miles Avenue, Huntington Park, California or by telephone at (323) 584-6230. Notification in advance of the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

PLEASE SILENCE ALL CELL PHONES AND OTHER ELECTRONIC EQUIPMENT WHILE COUNCIL IS IN SESSION. Thank you.

PLEASE NOTE--The numerical order of items on this agenda is for convenience of reference. Items may be taken out of order upon request of the Mayor or Members of the City Council. Members of the City Council and the public are reminded that they must preserve order and decorum throughout the Meeting. In that regard, Members of the City Council and the public are advised that any delay or disruption in the proceedings or a refusal to obey the orders of the City Council or the presiding officer constitutes a violation of these rules.

- The conduct of City Council meetings is governed by the portion of the California Government Code commonly known as the "Brown Act" and by the Huntington Park City Council Meeting Rules of Procedure.
- The City Council meeting is for conducting the City's business, and members of the audience must obey the rules of decorum set forth by law. This means that each speaker will be permitted to speak for three minutes to address items that are listed on the City Council agenda or topics which are within the jurisdictional authority of the City.
- No profanity, personal attacks, booing, cheering, applauding or other conduct disruptive to the meeting will be permitted. Any person not adhering to the Rules of Procedure or conduct authorized by the Brown Act may be asked to leave the Council Chambers.
- All comments directed to the City Council or to any member of the City Council must be directed to the Mayor (or Chairperson if Mayor is absent).

We ask that you please respect the business nature of this meeting and the order required for the proceedings conducted in the Council Chambers.

Public Comment

The Council encourages all residents of the City and interested people to attend and participate in the meetings of the City Council.

If you wish to address the Council, please complete the speaker card that is provided at the entrance to the Council Chambers and give to City Clerk prior to the start of Public Comment.

For both open and closed session each speaker will be limited to three minutes per Huntington Park Municipal Code Section 2-1.207. Time limits may not be shared with other speakers and may not accumulate from one period of public comment to another or from one meeting to another. **This is the only opportunity for public input except for scheduled public hearing items.**

All comments or queries shall be addressed to the Council as a body and not to any specific member thereof. Pursuant to Government Code Section 54954.2(a)(2), the Ralph M. Brown Act, no action or discussion by the City Council shall be undertaken on any item not appearing on the posted agenda, except to briefly provide information, ask for clarification, provide direction to staff, or schedule a matter for a future meeting.

Additions/Deletions to Agenda

Items of business may be added to the agenda upon a motion adopted by a minimum two-thirds vote finding that there is a need to take immediate action and that the need for action came to the

attention of the City or Agency subsequent to the agenda being posted. Items may be deleted from the agenda upon the request of staff or Council.

Important Notice

The City of Huntington Park shows replays of City Council Meetings on Local Access Channel 3 and over the Internet at www.hpca.gov. NOTE: Your attendance at this public meeting may result in the recording and broadcast of your image and/or voice.

CALL TO ORDER

ROLL CALL

Mayor Karina Macias
Vice Mayor Manuel "Manny" Avila
Council Member Graciela Ortiz
Council Member Jhonny Pineda
Council Member Marilyn Sanabria

INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATIONS

Presentation by Residents Giving Thanks to City for Their Support in Allowing the Use of a Facility for Ongoing Zumba Activities

"Certificates of Appreciation," presented to Various Organizations Who Participated in the Huntington Park Medical Camp on July 7, 2019, Coordinated by Sathya Sai, International Organization of USA

"Certificates of Appreciation," Presented to Those Who Participated and/or Contributed to the Third Annual Community Co-Ed Basketball Tournament held Saturday, July 20, 2019

"Certificates of Appreciation," Presented to National Night Out Sponsors

PUBLIC COMMENT

Pursuant to Government Code Section 54954.3(a) Members of the public will have an opportunity to address the City Council on items listed on this agenda. For items on this agenda each speaker will be limited to three minutes per Huntington Park Municipal Code Section 2-1.207. Time limits may not be shared with other speakers and may not accumulate from one period of public comment to another or from one meeting to another.

STAFF RESPONSE

RECESS TO CLOSED SESSION

CLOSED SESSION

1. CONFERENCE WITH LABOR NEGOTIATOR - Regarding Represented Employees
(Government Code Section 54957.6(a))
City's Designated Representative(s) for Negotiations: Ricardo Reyes, City Manager
Employee Organization: Police Officers Association (POA)

CLOSED SESSION continued....

CLOSED SESSION (CONTINUED)

2. CONFERENCE WITH LABOR NEGOTIATORS Regarding Represented Employees - Government Code Section 54957.6(a)
City's Designated Representative(s) for Negotiations: Ricardo Reyes, City Manager and Nita McKay, Finance/Administrative Services Director
Employee Organization: General Employees Association (GEA)
3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
[One Potential Case] - Government Code Section 54956.9(d)(4)

RECONVENE TO OPEN SESSION

CLOSED SESSION ANNOUNCEMENT

CALENDAR

All matters listed under the Consent Calendar are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items prior to the time the Council votes on the motion unless members of the Council, staff, or the public request specific items to be discussed and/or removed from the Consent Calendar for separate action.

OFFICE OF THE CITY CLERK

1. **Approve Minute(s) of the following City Council Meeting(s):**
 - 1-1. Regular City Council Meeting held August 6, 2019.

FINANCE

2. **Approve Accounts Payable and Payroll Warrant(s) dated August 20, 2019.**
3. **Resolution Adopting the City of Huntington Park's Amended Statement of Investment Policy for Fiscal Year 2019-20**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2019-22, adopting the City's amended Statement of Investment Policy for Fiscal Year 2019-20.

END OF CONSENT CALENDAR

REGULAR AGENDA

COUNCIL

4. Council Removal and Appointment to Civil Service Commission

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Make removal and appointment to the Civil Service Commission consistent with the provisions set forth in Resolution No. 2015-19.

PUBLIC WORKS

5. Consideration and Approval of 100% Design Plans, Specifications and Engineer's Estimate for Capital Improvement Project (CIP) 2016-01 Active Transportation Program Cycle II Uncontrolled Crosswalk Pedestrian Safety Enhancement Project ATPL-5150(012), Resolution Authorizing the Acceptance of Active Transportation Grant and Authorize Staff to Proceed with Bid Advertisement After Obtaining E-76 from the State of California Department of Transportation

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve 100% Plans, Specifications and Engineer's Estimate (PS&E) for CIP 2016-01 Active Transportation Program (ATP) Cycle II Uncontrolled Crosswalk Pedestrian Safety Enhancement Project ATPL-5150(012) "Project";
 2. Authorize City Clerk's Office to publish the Notice Inviting Bid (NIB) after obtaining E-76 from the State of California Department of Transportation (Caltrans);
 3. Adopt Resolution No. 2019-21, authorizing the acceptance and appropriation of the Active Transportation Grant from Caltrans for the Project; and
 4. Authorize City Manager and City Attorney to sign and execute the Caltrans Program Supplement Agreement.
- #### 6. Consideration and Approval to Solicit Construction Management and Inspection Services as Part of the Oversight of Capital Improvement Project (CIP) 2016-01 Active Transportation Program Cycle II Uncontrolled Crosswalk Pedestrian Safety Enhancement Project ATPL-5150(012)

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize staff to solicit construction management and inspection services (CM) for CIP 2016-01 Active Transportation Program (ATP) Cycle II Uncontrolled Crosswalk Pedestrian Safety Enhancement Project ATPL-5150(012) "Project" by publishing a Request for Proposal (RFP) after obtaining E-76 from the State of California Department of Transportation (Caltrans).

REGULAR AGENDA (CONTINUED)

PUBLIC WORKS (CONTINUED)

7. Consideration and Approval of Huntington Park Greenway Capital Improvement Project (CIP) 2018-08 100% Design of Plans, Specifications and Engineer's Estimate and Authorization to Proceed with Bid Advertisement

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve Huntington Park Greenway Project CIP 2018-08 100% design of Plans, Specifications and Engineer's Estimate (PS&E);
2. Approve Environmental Assessment as follows: The proposed project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15301 as a Class 1 and 15304 Class 4 categorical exemption; and
3. Authorize Public Works Department to proceed with bid advertisement for construction.

8. Consideration and Approval of Award of Contract for the Project and Construction Management, Inspection and Administration of the Huntington Park Greenway Capital Improvement Project (CIP) 2018-08

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize Infrastructure Engineers (IE) under the currently approved Augmentation Contract to proceed with the Project and Construction Management, Inspection and Administration of the Huntington Park Greenway Project CIP 2018-08 for a fee based on the average of three (3) lowest construction cost bids;
2. Authorize the City Manager or designee to execute the Request for Services (RFS); or
3. Direct staff to publish a Request for Proposal (RFP) and solicit proposals from qualified firms to recertify the current 2005 SSMP and come back at a future City Council meeting requesting approval of the contract and authorizing the City Manager or designee to execute the contract.

END OF REGULAR AGENDA

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS

COUNCIL COMMUNICATIONS

Council Member Graciela Ortiz

Council Member Jhonny Pineda

Council Member Marilyn Sanabria

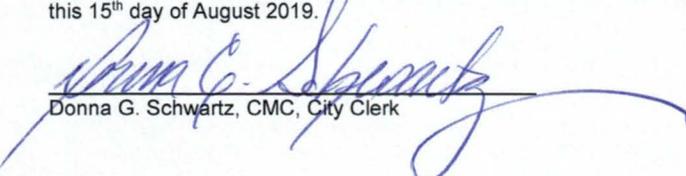
Vice Mayor Manuel “Manny” Avila

Mayor Karina Macias

ADJOURNMENT

The City of Huntington Park City Council will adjourn to a Regular Meeting on Tuesday, September 3, 2019 at 6:00 P.M.

I Donna G. Schwartz, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted at City of Huntington Park City Hall and made available at www.hpca.gov not less than 24 hours prior to the meeting. Dated this 15th day of August 2019.


Donna G. Schwartz, CMC, City Clerk

MINUTES

Regular Meeting of the
City of Huntington Park City Council
Tuesday, August 6, 2019

Sergeant at Arms read the Rules of Decorum before the start.

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:10 p.m. on Tuesday, August 6, 2019, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Karina Macias presiding.

PRESENT: Council Member(s): Graciela Ortiz, Marilyn Sanabria, Vice Mayor Manuel "Manny" Avila and Mayor Karina Macias. ABSENT: Council Member(s): Jhonny Pineda.

CITY OFFICIALS/STAFF: Ricardo Reyes, City Manager; Arnold Alvarez-Glasman, City Attorney; Raul Alvarez, Assistant City Manager; Cynthia Norzagaray, Director of Parks and Recreation; Nita McKay, Director of Finance & Administrative Services; Daniel Hernandez, Director of Public Works; Sergio Infanzon, Director of Community Development and Donna G. Schwartz, City Clerk. ABSENT: Cosme Lozano, Chief of Police.

INVOCATION

The invocation was led by Mayor Macias.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Vice Mayor Avila.

PUBLIC COMMENT

1. Roberto Gallardo, voiced concern with the new changes to parking in the City, not being notified as a resident i.e. with waste management, or being notified of any meetings for the residents to attend in order for them to be able to add their input.
2. Michelle Ybarra, Huntington Park Youth Football, commented on the program and supports the proposed space at new aquatic center that will be available for the youth to practice on.
3. Eddie Benitez, spoke in regards to Measure S, safety and cuts to public safety, asked where are the added Police Officers, concerned with response time, commented on the cost of the pool, asked who submitted proposals and what is the cost to maintain.
4. Rodolfo Cruz, commented on Measures S and L, taxes charged for services, loans the City has, construction at Salt Lake Park, cost to build the pool, the need for Police Officers and upgrades to police vehicles.
5. Ivonne Correa, feels more research should be done regarding the pool project, asked how many companies offered their services, what newspaper was it noticed in, and asked if there is a grant for the \$30 million.

STAFF RESPONSE

City Manager Ricardo Reyes responded to the comment regarding parking and asked Mr. Gallardo to provide his information so that staff can meet and address his concerns regarding parking. Mr. Reyes, in response to the comment regarding Measure S and cuts to public safety he stated Measure S investments are across all city departments and that there are no cuts to Police Officers and with response to other comments those will be addressed when the item is presented.

STAFF RESPONSE (CONTINUED)

Council Member Ortiz clarified that it was UPW, not CR&R, provided poor service and that prior Council voted on that contract, not current Council. Ms. Ortiz stated she admires the Police Officers and what they do on a daily basis, they are working with and what they have, she does not support any cutting to PD. She commented on Measure S stating the focus is improving streets and bettering the community. She apologized to all staff stating everyone works hard every day and appreciates all staff.

Mayor Macias stated herself and Council Member Sanabria noticed the fire, she had called PD and owner of property was notified. No cuts are being made to public safety, vehicles are in the process of being changed out and that improvements are coming throughout the City.

CONSENT CALENDAR

Motion: Council Member Sanabria moved to approve consent calendar, seconded by Council Member Ortiz. Motion passed 4-0-1, by the following vote:

ROLL CALL:

AYES: Council Member(s): Ortiz, Sanabria, Vice Mayor Avila and Mayor Macias
NOES: Council Member(s): None
ABSENT: Council Member(s): Pineda

OFFICE OF THE CITY CLERK

1. Approved Minute(s) of the following City Council Meeting(s):
 - 1-1. Regular City Council Meeting held July 16, 2019.

FINANCE

2. Approved Accounts Payable and Payroll Warrant(s) dated August 6, 2019.

COMMUNITY DEVELOPMENT

3. Adopted Ordinance No. 2019-978, approving a zoning ordinance amendment amending various sections of Title 9 "Zoning" of the City of Huntington Park's Municipal Code.

END OF CONSENT CALENDAR

REGULAR AGENDA

CITY MANAGER

4. **Consideration and Approval of Memorandum of Understanding (MOU) with the Greater Huntington Park Area Chamber of Commerce**

City Manager Ricardo Reyes presented the staff report.

Motion: Council Member Ortiz moved to approve the Memorandum of Understanding with The Greater Huntington Park Area Chamber of Commerce and authorize City Manager or designee to execute agreement, seconded by Council Member Sanabria. Motion passed 4-0-1, by the following vote:

ROLL CALL:

AYES: Council Member(s): Ortiz, Sanabria, Vice Mayor Avila and Mayor Macias
NOES: Council Member(s): None
ABSENT: Council Member(s): Pineda

5. Consideration and Approval to Award a Design Build Contract Agreement for the Construction of an Aquatic Center and Related Amenities at Salt Lake Park

City Manager Ricardo Reyes presented the staff report and introduced Steve Foroster, representative from Infrastructure Engineers (IE) who presented an update and a PowerPoint presentation. City Manager Ricardo Reyes walked Council through the photos and announced that the Architect was in attendance for any questions.

REGULAR AGENDA (CONTINUED)

CITY MANAGER ITEM 5 (CONTINUED)

Motion: Council Member Ortiz moved to approve, seconded by Council Member Sanabria. Motion failed due to substitute motion.

City Attorney Arnold Alvarez-Glasman announced a correction to the staff report with regard to notice of exemption stating that if this item is approved, staff will be filing a new environmental impact notice of exemption.

City Manager Ricardo Reyes informed Council to specify in the motion who was awarded the design build approach agreement.

Substitute Motion: Council Member Ortiz moved to approve the use of a design build approach with JT Construction with the condition that the City Manager confirms and validates the substantial cost savings by taking the design build approach. Approved the design build approach in an amount not to exceed \$24,500,000 for the purpose of constructing an aquatic center and related improvements at Salt Lake Park, authorize the City Manager to negotiate final terms and conditions of the agreement and upon final terms being reach, the City Manager is authorized to execute an agreement which binds the City to the process and project approved herein, authorize City Manager to execute an agreement with Infrastructure Engineers for the Program, Project, Construction Management and inspection of the project and approve Environmental Assessment as follows: The proposed project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15301 Class 1 categorical exemption; 15304 Class 4 categorical exemption; and Class 15323 Class 23 categorical exemption, seconded by Council Member Sanabria. Motion passed 4-0-1, by the following vote:

ROLL CALL:

AYES: Council Member(s): Ortiz, Sanabria, Vice Mayor Avila and Mayor Macias
NOES: Council Member(s): None
ABSENT: Council Member(s): Pineda

6. Consideration and Approval for Authorization to Negotiate and Execute the Financing for a Design Build Construction of an Aquatic Center and Related Amenities at Salt Lake Park

City Manager Ricardo Reyes presented the staff report.

Motion: Mayor Macias moved to authorize City Manager to negotiate and execute term loan with CalPrivate Bank for the design build construction of an aquatic center and related amenities at Salt Lake Park, seconded by Council Member Sanabria. Motion passed 4-0-1, by the following vote:

ROLL CALL:

AYES: Council Member(s): Ortiz, Sanabria, Vice Mayor Avila and Mayor Macias
NOES: Council Member(s): None
ABSENT: Council Member(s): Pineda

REGULAR AGENDA (CONTINUED)

PUBLIC WORKS

7. Consideration and Approval of First Amendment to Contract Services Agreement for Janitorial Services

City Manager Ricardo Reyes announced the item and introduced Director of Public Works Daniel Hernandez.

Motion: Council Member Ortiz moved to approve first amendment to agreement with J316 Builder for janitorial services and authorize City Manager or designee to execute agreement, seconded by Council Member Sanabria. Motion passed 4-0-1, by the following vote:

ROLL CALL:

AYES: Council Member(s): Ortiz, Sanabria, Vice Mayor Avila and Mayor Macias
NOES: Council Member(s): None
ABSENT: Council Member(s): Pineda

At 6:51 p.m. Council Member Ortiz left the Chambers.

8. Consideration and Approval of Second Amendment to the Huntington Park Express Fixed Route Transit Services Assignment to Agreement to Include Trolley Services

City Manager Ricardo Reyes announced the item and introduced Director of Public Works Daniel Hernandez.

Motion: Mayor Macias moved to approve second amendment to the Huntington Park Express Fixed Route Transportation Services Assignment to Agreement to include trolley services and authorize City Manager or designee to execute the agreement, seconded by Council Member Sanabria. Motion passed 3-0-1-1, by the following vote:

ROLL CALL:

AYES: Council Member(s): Sanabria, Vice Mayor Avila and Mayor Macias
NOES: Council Member(s): None
ABSENT: Council Member(s): Pineda
NOT PRESENT: Council Member(s): Ortiz

At 6:53 p.m. Council Member Ortiz returned to the Chambers.

END OF REGULAR AGENDA

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS – None.

COUNCIL COMMUNICATIONS

Council Member Graciela Ortiz, noted the National Night Out event tonight, City Council Meeting are the 1st and 3rd Tuesdays of the month, Council business cards are available outside the chambers and encouraged the public to call any time.

Council Member Jhonny Pineda - ABSENT

COUNCIL COMMUNICATIONS (CONTINUED)

Council Member Marilyn Sanabria, thanked everyone who attended tonight's meeting, wants the best for the community, noted meeting dates are available on-line, excited for the new pool project, wished all a good night and that her business cards are available outside the chambers. Ms. Sanabria added that the City has various forms of social media available to the public so that they can report any issues, concerns or obtain information.

Vice Mayor Manuel "Manny" Avila, thanked all who attended tonight's meeting, invited the public to the National Night Out event, and if anyone has any questions please let us know.

Mayor Karina Macias, reiterated that Council is available for questions and concerns, thanked her colleagues for their vision and work of the aquatic center and pleased it passed, thanked everyone who attended tonight's meeting, thanked staff for all their hard work and invited the public to join in on the National Night Out event.

ADJOURNMENT

At 7:01 p.m. Mayor Macias adjourned the City of Huntington Park City Council to a Regular Meeting on Tuesday, August 20, 2019 at 6:00 P.M.

Respectfully submitted,

Donna G. Schwartz, CMC
City Clerk

City of Huntington Park List of Funds

Fund	Description	Fund	Description
111	General Fund	234	Congressional Earmark
114	Spec Events Contrib Rec	235	Federal Street Improvmt
120	Special Revenue DNA ID	237	Community Planning
121	Special Revnu Welfare Inm	239	Federal CDBG Fund
122	Prevention Intervention	240	HUD EZ/EC Soc Sec Block
123	Board of Corrections - LEAD	242	HUD Home Program
124	Auto Theft	243	HUD 108 B03MC060566
150	Emergency Preparedness	245	EPA Brownfield
151	Economic Development	246	LBPHCP-Lead Base
201	Environmental Justice	247	Neighborhood Stabilization
202	CFP Crosswalks	248	Homelessness Prevention
204	SR2S Middleton Safe Route	252	ABC
205	CFP Pacific Blvd	275	Successor Agency
206	CFP iPark Pay Station	283	Sewer Maintenance Fund
207	CFP Signal Synchronization	285	Solid Waste Mgmt Fund
208	CMAQ Metro Rapid	286	Illegal Disposal Abatemnt
209	CFP City Street Resurfacing	287	Solid Waste Recycle Grant
216	Employees Retirement Fund	288	COMPBC
217	OPEB	334	Ped/Bike Path Fund
219	Sales Tax-Transit Fund A	349	Capital Improvement Fund
220	Sales Tax-Transit C	475	Public Financng Authority
221	State Gasoline Tax Fund	533	Business Improv Dist Fund
222	Measure R	535	Strt Lght & Lndscp Assess
223	Local Origin Program Fund	681	Water Department Fund
224	Office of Traffic & Safety	741	Fleet Maintenance
225	Cal Cops Fund	745	Worker's Compensation Fnd
226	Air Quality Improv Trust	746	Employee Benefit Fund
227	Offc of Criminal Justice	748	Veh & Equip Replacement
228	Bureau of Justice Fund	779	Deferred Comp. Trust Fund
229	Police Forfeiture Fund	800	Pooled Cash
231	Parking System Fund	801	Pooled Cash Fund
232	Art in Public Places Fund	802	Pooled Interest
233	Bullet Proof Vest Grant		

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
WR 8-20-19**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
ALVAREZ-GLASMAN & COLVIN	2019-05-18530	745-9031-413.32-70	LEGAL SERVICES- MAY 2019	344.00
	2019-05-18531	745-9031-413.32-70	LEGAL SERVICES- MAY 2019	1,384.09
	2019-06-18547	745-9031-413.32-70	LEGAL SERVICES- JUNE 2019	1,247.00
	2019-06-18548	745-9031-413.32-70	LEGAL SERVICES- JUNE 2019	420.00
				\$3,395.09
AMAZON.COM SERVICES, INC.	1GCG-W31J-99RD	111-6010-451.74-10	EQUIPMENT /SUPPLIES	41.64
	1F9X-JYYQ-J9C7	111-6020-451.61-35	STORAGE BOXES/ SUPPLIES	67.88
	1VL1-LJH4-WCWQ	111-6020-451.61-35	LECTERN	799.19
	1GCG-W31J-99RD	111-6021-413.61-15	EQUIPMENT /SUPPLIES	9.97
	17QM-X36W-7VQ6	111-6030-451.61-35	CANOPY TENT	320.41
	1YK3-JWHT-PDCG	111-6030-451.61-35	CANOPY TENT	320.41
	1GCG-W31J-99RD	111-6065-451.57-46	EQUIPMENT /SUPPLIES	49.99
	1F9X-JYYQ-J9C7	111-6065-466.61-20	STORAGE BOXES/ SUPPLIES	97.23
				\$1,706.72
AMERICAN AUTO FINANCING, INC	7/5/2019	111-0000-342.10-40	PD VEHICLE RELEASE	15.00
				\$15.00
AMERICAN FAMILY LIFE ASSURANCE	020289	802-0000-217.50-40	CANCER INSURANCE 1/2019	45.02
	408619	802-0000-217.50-40	CANCER INSURANCE 2/2019	45.02
				\$90.04
ARROYO BACKGROUND INVESTIGATIONS	2042	111-7010-421.56-41	CADET BACKGROUND CHECK	400.00
				\$400.00
AT&T	000013362301	111-7010-421.53-10	PD DISPATCH	369.44
				\$369.44
AT&T MOBILITY	832433777X07142	111-5055-419.53-10	COM DEV PHONE SRV 6/7-7/6/19	177.51
	832433777X07142	239-5055-419.53-10	COM DEV PHONE SRV 6/7-7/6/19	118.34
				\$295.85
AT&T PAYMENT CENTER	6/28/19-7/27/19	111-7010-421.53-10	PD PHONE SERVICE 6/28-7-2/19	732.81
				\$732.81
BISHOP COMPANY	456371	535-8090-452.61-20	LANDSCAPING SUPPLIES	995.23
				\$995.23
BOB BARKER COMPANY INC.	WEB000616707	121-7040-421.56-14	JAIL SUPPLIES	1,364.44
				\$1,364.44
BRIZUELA'S IRON WORK	0767	535-8090-452.61-20	IRRIGATION BOX COVERS	854.01
				\$854.01
CAL PRIVATE BANK-FIT	PPE 7/28/2019	111-0000-217.20-10	FEDERAL TAX DEPOSIT	52,271.69
				\$52,271.69
CAL PRIVATE BANK-MEDICARE	PPE 7/28/2019	111-0000-217.10-10	MEDICARE TAX DEPOSIT	7,473.14
				\$7,473.14
CAL PRIVATE BANK-SIT	PPE 7/28/2019	111-0000-217.20-20	STATE TAX DEPOSIT	18,964.34
				\$18,964.34

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
WR 8-20-19**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
CALIF PUBLIC EMPLOYEES RETIREMENT	PPE 7/14/19	111-0000-217.30-10	CITYWIDE RETIREMENT BENEFIT	37,108.23
	PPE 9/9/18	111-0000-217.30-10	RETIREMENT BENEFIT	34,939.35
	PPE 7/14/19	111-0000-218.10-10	CITYWIDE RETIREMENT BENEFIT	67,631.26
	PPE 9/9/18	111-0000-218.10-10	RETIREMENT BENEFIT	61,362.10
	15508301	111-9010-419.61-20	RETIRE ANNUITANT RPT FEE	200.00
	15511054	111-9010-419.61-20	PAYROLL RPT FEE	200.00
	15537699	111-9010-419.61-20	RETIRE ANNUITANT RPT FEE	200.00
				\$201,640.94
CALPERS	100000015742828	111-0000-217.50-10	MEDICAL BENEFITS-ACTIVE	163,864.20
	100000015742828	111-9013-413.56-41	MEDICAL BENEFITS-ADMIN	442.43
	100000015742828	217-9010-413.28-00	MEDICAL BENEFITS-RETIRES	155,774.46
	100000015742828	217-9010-413.56-41	MEDICAL BENEFITS-ADMIN	445.16
				\$320,526.25
CAROLINA MARTIS	71606/74049	111-0000-228.20-00	DEPOSIT REFUND	500.00
				\$500.00
CARPENTER ROTHANS & DUMONT LLP	33207	745-9031-413.33-70	LEGAL SERVICES 6/2019	247.50
				\$247.50
CENTRAL FORD	339227	741-8060-431.43-20	UNIT # 281 FILTERS	46.24
	339261	741-8060-431.43-20	UNIT # 281 FILTERS	23.12
	339298	741-8060-431.43-20	UNIT # 349 SWITCH PARTS	20.50
	339313	741-8060-431.43-20	UNIT # 909 WIPERS	57.98
	339813	741-8060-431.43-20	HIGH/LOW PRESSURE HOSE	114.95
	339814	741-8060-431.43-20	HIGH/LOW PRESSURE HOSE	114.95
	339826	741-8060-431.43-20	AC ACUMMULATOR	394.09
				\$771.83
CHARTER COMMUNICATIONS	0389644080119	121-7040-421.56-14	PD JAIL SERVICES	276.81
				\$276.81
CITY OF HUNTINGTON PARK FLEXIBLE	PPE 7/28/2019	111-0000-217.30-30	MEDICAL REIMBURSEMENT 125	642.32
				\$642.32
CITY OF HUNTINGTON PARK GEA	PPE 7/28/2019	111-0000-217.60-10	GEA DUES	797.93
				\$797.93
COLONIAL SUPPLEMENTAL INSURANCE	PPE 7/28/2019	111-0000-217.50-40	SUPPLEMENTAL INSURANCE	1,049.12
				\$1,049.12
COMMERCIAL TIRE COMPANY	1-153784	219-8085-431.43-21	BUS TIRES	619.98
	1-53344	741-8060-431.43-20	TIRES UNIT # 277	1,351.28
				\$1,971.26
CONCENTRA MEDICAL CENTERS	64906081	111-2030-413.56-41	PRE EMPLOYMENT PHYSICAL	1,178.00
				\$1,178.00
COUNTY OF L.A. DEPT OF PUBLIC WORKS	REPW19061006087	221-8014-429.56-41	TRAFFIC SIGN MAINT 5/2019	794.15
				\$794.15
COUNTY OF L.A. PUBLIC LIBRARY	4	239-0272-463.57-86	HOMEWORK CENTER PGRM	655.00
				\$655.00
CREATIVE BUS SALES, INC.	5171500	219-8085-431.43-21	DRIVER SIDE MIRROR ASSY	505.98
				\$505.98

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
WR 8-20-19**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
CWE	19660	111-8030-461.56-42	STORM WATER INSPECTIONS	47,000.00
				\$47,000.00
DAPEER, ROSENBLIT & LITVAK	15707	111-0220-411.32-70	MARCH 19 GEN CODE LEGAL	35.80
	15709	111-0220-411.32-70	MARCH 19 GEN CODE LEGAL	2,728.50
	15710	111-0220-411.32-70	MARCH 19 GEN CODE LEGAL	370.12
	15822	111-0220-411.32-70	APRIL 19 GEN CODE LEGAL	52.50
	15823	111-0220-411.32-70	APRIL 19 GEN CODE LEGAL	1,891.40
	15824	111-0220-411.32-70	APRIL 19 GEN CODE LEGAL	863.00
	15939	111-0220-411.32-70	MAY 19 GEN CODE LEGAL	585.00
				\$6,526.32
DATA TICKET INC.	102861	111-5055-419.56-41	ADMI CITE CODE ENFORCEMENT	30.00
	98228	111-5055-419.56-41	ADMI CITE CODE ENFORCEMENT	22.50
	99402	111-7065-441.56-41	ANIMAL CONTRL PROCESSING 3/2019	228.95
	102861	239-5055-419.56-41	ADMI CITE CODE ENFORCEMENT	20.00
	98228	239-5055-419.56-41	ADMI CITE CODE ENFORCEMENT	15.00
				\$316.45
DELTA DENTAL INSURANCE COMPANY	BE003497916	111-0000-217.50-20	DENTAL PREMIUM 8/2019	2,523.41
	BE003500085	111-0000-217.50-20	DENTAL PREMIUM 8/2019	9,321.81
				\$11,845.22
DEPARTMENT OF ANIMAL CARE & CONTROL	6/2019	111-7065-441.56-41	ANIMAL CARE COSTS 6/2019	15,431.62
				\$15,431.62
DISCOUNT SCHOOL SUPPLY	P38527150001	111-6060-466.61-20	AFTERSCHOOL SUPPLIES	176.28
				\$176.28
E J WARD INC	0063403-IN	741-8060-431.43-20	FUEL TECHNICAL SUPPORT	225.00
	0063938-IN	741-8060-431.43-20	FUEL TECHNICAL SUPPORT	225.00
	0065281-IN	741-8060-431.43-20	FUEL TECHNICAL SUPPORT	938.25
	0065282-IN	741-8060-431.43-20	FUEL TECHNICAL SUPPORT	225.00
	0065561-IN	741-8060-431.43-20	FUEL TECHNICAL SUPPORT	333.00
				\$1,946.25
EBONY L. BATISTE	06/27/2019	111-6021-413.54-00	COMMISSION BANNER	20.00
				\$20.00
ELECNR BELCO ELECTRIC, INC	14-0347-002	207-8016-429.73-10	BUS SPEED IMPROVEMENTS	88,517.20
	14-0347-002	209-8010-431.73-10	SIGNAL SYNCHRONIZATION	88,517.20
				\$177,034.40
EMPLOYMENT DEVELOPMENT DEPT.	L0578125728	111-9017-413.52-90	EDD INSURANCE FY19	9,329.00
				\$9,329.00
EXPERT ROOTER	97208	111-8023-451.43-10	PLUMBING SERVICES	322.48
	97211	111-8024-421.43-10	PLUMBING SERVICES	202.50
				\$524.98
EXPRESS TRANSPORTATION SERVICES LLC	HPE07312019	111-0000-362.20-15	PROPERTY LEASE	-2,000.00
	HPE07312019	111-0000-362.20-15	VEHICLE LEASE	-500.00
	HPE07312019	219-0000-340.30-00	FARE BOX COLLECTIONS	-4,136.69
	HPE07312019	219-8085-431.56-43	HP EXPRESS-JULY 2019	29,577.34

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
WR 8-20-19**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
EXPRESS TRANSPORTATION SERVICES LLC	DAR09012019	219-8085-431.56-45	DIAL-A-RIDE - SEPT 2019	59,620.00
	HPE07312019	220-8085-431.56-43	HP EXPRESS-JULY 2019	29,577.33
	HPE07312019	222-8010-431.56-43	HP EXPRESS-JULY 2019	29,577.33
				\$141,715.31
F&A FEDERAL CREDIT UNION	PPE 7/28/2019	111-0000-217.60-40	CREDIT UNION DEDUCTION	8,445.50
				\$8,445.50
FAIR HOUSING FOUNDATION	JUNE 2019	239-0272-463.57-87	FAIR HOUSING PROGRAM	534.45
				\$534.45
FEDEX	6-563-47070	111-1010-411.61-20	FEDEX SHIPPING SERVICES	36.33
				\$36.33
FERGUSON ENTERPRISES INC	7494940-1	111-8020-431.43-10	CATCH BASIN ADAPTERS	10.37
	7498664	111-8020-431.43-10	CATCH BASIN ADAPTERS	10.30
	7716351	111-8020-431.43-10	VACUUM BREAKER/BIT 2 INCH	198.11
	7147587	741-8060-431.43-20	CORE PIPES	126.95
	7149582	741-8060-431.43-20	PVC COUPLING FOR PIPES	8.89
				\$354.62
GLOBALSTAR USA	100000010473821	111-7010-421.53-10	PD PHONE SRVC 7/16-8/17/19	87.25
				\$87.25
GRAFFITI PROTECTIVE COATINGS INC.	1005-0619	111-8095-431.56-75	GRAFFITI REMOVAL 6/2019	32,350.00
				\$32,350.00
HASA, INC.	648116	681-8030-461.41-00	CHLORINE WELL 12	204.90
	648118	681-8030-461.41-00	CHLORINE WELL 18	230.51
				\$435.41
HEBER GONZALEZ ESTRADA	20633-8848	681-0000-228.70-00	WATER CREDIT REFUND	76.25
				\$76.25
HOME DEPOT - PUBLIC WORKS	1455411	111-6010-451.73-10	FILTERED EZH2O STATIONS	3,997.17
	5904576	111-6060-466.61-20	SH 50L SEMI-ROUND BIN	110.18
	3442576	111-6065-466.61-20	STORAGE BINS	222.92
	260077	111-8010-431.61-21	CONCRETE MIX	182.70
	1260151	111-8020-431.43-10	PARKS BUILDING EXPENSES	223.26
	1260152	111-8022-419.43-10	PARKS BUILDING EXPENSES	61.02
	7260119	111-8022-419.43-10	CITY HALL EXPENSES	88.28
	2260144	111-8023-451.43-10	PARKS BUILDINGS EXPENSES	136.67
	260078	111-8023-451.43-10	PARKS BUILDING EXPENSES	286.39
	3260133	111-8024-421.43-10	POLICE BUILDINGS	68.17
	3260136	111-8024-421.43-10	POLICE BUILDING EXPENSES	198.31
	370006	111-8024-421.43-10	POLICE BUILDING EXPENSES	141.26
	9260084	221-8014-429.61-20	TRAFFIC SIGNAL EXPENSES	30.96
				\$5,747.29
HUB CITIES CONSORTIUM	1	239-0272-463.57-88	YOUTH LEADERSHIP PROGRAM	30,000.00
	4	239-0272-463.57-89	BUSINESS ASSIST PROGRAM	30,000.00
				\$60,000.00
HUNTINGTON PARK POLICE MGMT ASSN.	PPE 7/28/2019	111-0000-217.60-10	ASSOCIATION DUES	150.00
				\$150.00

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
WR 8-20-19**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
HUNTINGTON PARK POLICE OFFICER ASSN	PPE 7/28/2019	111-0000-217.60-10	POA DUES	6,629.56
				\$6,629.56
ICRMA	1916313	745-9031-413.52-30	CLAIM SETTLEMENT	180,822.49
				\$180,822.49
INDEPENDENT CITIES RISK MANAGEMENT	4175	745-9030-413.26-00	WORKER'S COMP FY 19/20	208,458.00
	4175	745-9031-413.52-10	APD PROGRAM FY 19/20	8,516.00
	4175	745-9031-413.52-10	CRIME PROGRAM FY 19/20	1,486.00
	4175	745-9031-413.52-10	CYBER PROGRAM FY 19/20	2,795.00
	4175	745-9031-413.52-10	EARTH/FLOOD PROGR FY 19/20	160,587.00
	4175	745-9031-413.52-10	PROPERTY & EQUIP FY 19/20	62,214.00
	4175	745-9031-413.52-10	TERRORISM PROGRAM FY 19/20	1,796.00
	4175	745-9031-413.52-20	LIABILITY PROGRAM FY 19/20	910,974.00
	4160	745-9031-413.52-25	LIABILITY PROGRAM ASSESSM	159,247.27
				\$1,516,073.27
INFRAMARK LLC	40617	681-8030-461.74-10	METER EXCHANGE PROGRAM 5/19	3,730.43
				\$3,730.43
INFRASTRUCTURE ENGINEERS	04/23/2019	111-5010-419.56-49	ENCROACHMENT SURVEY	1,552.00
	24182	111-8080-431.56-62	LAUSD HP STREET PLAN CHKS	16,960.45
				\$18,512.45
INJURY LEGAL CENTER, P.C.	6/13/2019	745-9031-413.52-30	CLAIM SETTLEMENT	4,500.00
				\$4,500.00
J316 BUILDER	0-5	111-8020-431.56-41	JANITORIAL SUPPLIES 5/19	991.88
	8521	111-8020-431.56-41	JANITORIAL SUPPLIES 6/19	349.60
	0-3	111-8022-419.56-41	JANITORIAL SUPPLIES 3/19	1,782.00
	0-4	111-8022-419.56-41	JANITORIAL SUPPLIES 4/19	1,989.00
	0-5	111-8022-419.56-41	JANITORIAL SUPPLIES 5/19	1,986.94
	8521	111-8022-419.56-41	JANITORIAL SUPPLIES 6/19	776.88
	0-5	111-8023-451.56-41	JANITORIAL SUPPLIES 5/19	991.88
	8521	111-8023-451.56-41	JANITORIAL SUPPLIES 6/19	2,175.26
	0-3	111-8024-421.56-41	JANITORIAL SUPPLIES 3/19	1,782.00
	0-4	111-8024-421.56-41	JANITORIAL SUPPLIES 4/19	1,989.00
	0-5	111-8024-421.56-41	JANITORIAL SUPPLIES 5/19	160.30
	8521	111-8024-421.56-41	JANITORIAL SUPPLIES 6/19	582.66
JCL TRAFFIC	100364	221-8012-429.61-20	PAVEMENT MARKERS	1,461.01
	100624	221-8012-429.61-20	RED PAINT-CURB REFRESHING	1,178.99
	100961	221-8012-429.61-20	NO PARKING SIGNS	736.94
				\$3,376.94
JDS TANK TESTING & REPAIR INC	13438	741-8060-431.43-20	FUEL TANK TESTING 7/2019	135.00
				\$135.00
JERRY'S AUTO BODY, INC.	31524	741-8060-431.43-20	UNIT #975 REPAIRS	1,584.79
				\$1,584.79

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
WR 8-20-19**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	
KEYSTONE UNIFORMS	0700034796	111-7010-421.61-20	PD EMPLOYEE UNIFORMS	223.74	
	0700034797	111-7010-421.61-20	PD EMPLOYEE UNIFORMS	956.78	
	7000034796	111-7010-421.61-20	PD EMPLOYEE UNIFORMS	223.74	
	7000034803	111-7010-421.61-20	PD EMPLOYEE UNIFORMS	76.07	
	700034323	111-7010-421.61-20	PD EMPLOYEE UNIFORMS	1,105.58	
	700034324	111-7010-421.61-20	PD EMPLOYEE UNIFORMS	395.71	
	700034359	111-7010-421.61-20	PD EMPLOYEE UNIFORMS	27.55	
	700034363	111-7010-421.61-20	PD EMPLOYEE UNIFORMS	8.82	
	700034365	111-7010-421.61-20	PD EMPLOYEE UNIFORMS	9.92	
	700034797	111-7010-421.61-20	PD EMPLOYEE UNIFORMS	956.78	
	700034803	111-7010-421.61-20	PD EMPLOYEE UNIFORMS	76.07	
	70034364	111-7010-421.61-20	PD EMPLOYEE UNIFORMS	5.51	
				\$4,066.27	
KNIGHTSCOPE, INC.	271	229-0210-421.44-10	K5 SUBSCRIPTION 6/15-6/3	4,000.00	
	271	229-0210-421.44-10	K5 SUBSCRIPTION 7/1-7/14	4,000.00	
				\$8,000.00	
KONICA MINOLTA BUSINESS SOLUTIONS	260368060	111-7010-421.44-10	PD COPIER LEASE 7/2019	66.64	
	259768786	111-7022-421.56-41	PD ADMIN COPIER LEASE	210.44	
	259768788	111-7022-421.56-41	PD ADMIN COPIER LEASE	173.75	
	259769698	111-7022-421.56-41	PD COPIER LEASE 6/2019	139.36	
	259769700	111-7022-421.56-41	PD COPIER LEASE 4/1-6/30	1,039.41	
	260367958	111-7022-421.56-41	PD COPIER LEASE 7/2019	139.36	
	259769509	111-7040-421.44-10	PD COPIER LEASE 6/2009	379.63	
	259769515	111-7040-421.44-10	PD COPIER LEASE 4/1-6/30	166.99	
	259769696	111-7040-421.44-10	PD COPIER LEASE 6/2009	298.91	
	259769697	111-7040-421.44-10	PD COPIER LEASE 4/1-6/30/	313.51	
					\$2,928.00
	LAKIN TIRE WEST, INC.	IN742460	741-8060-431.43-20	COMMERCIAL TRUCK TIRES	1,248.40
				\$1,248.40	
LAN WAN ENTERPRISE, INC	63667	111-1010-411.43-05	KEYBOARD/MOUSE	164.89	
	64235	111-7010-419.43-15	IT SERVICES - AUG 2019	21,687.50	
	64235	111-9010-419.43-15	IT SERVICES - AUG 2019	21,687.50	
	63996	225-7120-421.74-10	PD-SETUP BARRACUDA WEB	12,000.00	
	63997	225-7120-421.74-10	PD-BACKUP SOLUTION-LABOR	2,000.00	
				\$57,539.89	
LASER TECHNOLOGY, INC.	9292	225-7120-421.74-10	LASER REAIRS	246.01	
				\$246.01	
LB JOHNSON HARDWARE CO #2	63997	111-8020-431.43-10	ELECTRICAL SWITCH/COVERS	66.07	
				\$66.07	
LB JOHNSON HARDWARE CO.	102909	741-8060-431.43-20	HOSE CAPS/CHAIN CONNECTOR	67.38	
				\$67.38	
LEAGUE OF CALIFORNIA CITIES	3804	111-0110-411.58-21	LACD INSTALLATION MTG	50.00	
	3707	111-0210-413.59-15	LACD COUNTYWIDE MEETING	45.00	
				\$95.00	

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
WR 8-20-19**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
LOS ANGELES COUNTY CLERK'S OFFICE	2019-05 ZOA	111-1010-411.54-00	NOTICE OF DETERMINATION	75.00
				\$75.00
MACKEY INDUSTRIAL REPAIR	5071	741-8060-431.43-20	TRACTOR RADIATOR REPAIR	375.00
				\$375.00
MAYWOOD MUTUAL WATER COMPANY, NO. 1	03/28/2019	283-8040-432.56-41	WATER CONSUMPTION REPORT	1,200.00
	06/01/2019	283-8040-432.56-41	WATER CONSUMPTION REPORT	1,200.00
				\$2,400.00
MID CITIES GRANTS LLC	22	239-0260-463.56-41	HOME/CDBG ADMIN SERVICES	5,859.75
	23	239-0260-463.56-41	HOME/CDBG ADMIN SERVICES	12,155.00
	22	242-0260-463.56-41	HOME/CDBG ADMIN SERVICES	385.00
	23	242-0260-463.56-41	HOME/CDBG ADMIN SERVICES	357.50
				\$18,757.25
NATION WIDE RETIREMENT SOLUTIONS	PPE 7/28/2019	111-0000-217.40-10	DEFERRED COMP DEDUCTION	17,216.98
				\$17,216.98
NEW CHEF FASHION INC.	958494	111-7010-421.61-20	PD EMPLOYEE UNIFORMS	110.23
	959118	111-7010-421.61-20	PD EMPLOYEE UNIFORMS	55.11
	960436	111-7010-421.61-20	PD EMPLOYEE UNIFORMS	99.20
	960655	111-7010-421.61-20	PD EMPLOYEE UNIFORMS	148.80
	960656	111-7010-421.61-20	PD EMPLOYEE UNIFORMS	247.79
	961224	111-7010-421.61-20	PD EMPLOYEE UNIFORMS	220.46
				\$881.59
NITA MCKAY	01/23-1/25/2019	111-3010-415.59-15	LODGING REIMBURSEMNT FY18/19	763.52
	01/23-1/25/2019	111-3010-415.59-15	MEAL REIMBURS- LIEBERT FY18/19	33.40
	01/23-1/25/2019	111-3010-415.59-15	MILEAGE REIMBURS- LIEBERT FY18/19	129.92
	05/17-05/18/19	111-3010-415.59-15	MILEAGE REIMBURS-GFOA FY18/19	129.92
	05/17-05/22/19	111-3010-415.59-15	PARKING REIMBURS-GFOA FY18/19	100.00
	05/20-05/22/19	111-3010-415.59-15	MILEAGE REIMBURSEMENT FY18/19	22.62
				\$1,179.38
NORTH STAR LAND SCAPE LLC	1596-11	222-8010-431.56-41	LANDSCAPING MAINTENANCE 7/2019	2,912.00
	1601	222-8010-431.56-41	TREE TRIMMING SRVCS 7/2019	2,683.42
	1596-11	535-8090-452.56-60	LANSCAPING MAINTENANCE 7/2019	20,145.75
	1601	535-8090-452.56-60	TREE TRIMMING SRVCS 7/2019	13,964.58
				\$39,705.75
O'REILLY AUTO PARTS	2959-128283	741-8060-431.43-20	ALTERNATOR #349	260.48
	2959-128285	741-8060-431.43-20	PWR STG PUMP/HOSE	246.57
	2959-128295	741-8060-431.43-20	AIR FILTER	37.90
	2959-128299	741-8060-431.43-20	DISC PAD SET	66.57
	2959-128649	741-8060-431.43-20	1-PC ROTOR	278.22
	2959-128661	741-8060-431.43-20	CERAMIC PADS	123.15
	2959-128662	741-8060-431.43-20	AIR/CABIN FILTERS	40.05
	2959-128679	741-8060-431.43-20	PWE STG/ RETURN HOSE	1.97
	2959-128892	741-8060-431.43-20	AIR FILTER # 963	14.58
	2959-129018	741-8060-431.43-20	CABIN FILTER #963	12.43
	2959-129161	741-8060-431.43-20	PUMP-FUEL #504	53.64

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
WR 8-20-19**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
O'REILLY AUTO PARTS	2959-129175	741-8060-431.43-20	PUMP/ SHOP COOLER	297.68
	2959-129372	741-8060-431.43-20	CORE RETURN CREDIT	-28.47
	2959-129382	741-8060-431.43-20	CABIN/AIR FILTER	60.05
	2959-129425	741-8060-431.43-20	AIR FILTER	21.87
	2959-129474	741-8060-431.43-20	UNIT # 909 STARTER	214.52
	2959-130824	741-8060-431.43-20	STARTER	162.41
	2959-131545	741-8060-431.43-20	AIR FILTER	22.93
	2959-131551	741-8060-431.43-20	HYD FILTER	48.42
	2959-131556	741-8060-431.43-20	FLRSCNT DYE A/C SYSTEM	29.11
	2959-131809	741-8060-431.43-20	WATER PUMP UNIT # 204	27.94
	2959-131872	741-8060-431.43-20	LED SHOP LIGHT	159.62
				\$2,151.64
PARS	43566	111-9010-419.56-41	JUN 19 ARS-PARS FEES	656.94
	43245	216-3010-415.56-41	PARS REP FEES 05/2019	2,318.54
	43489	216-3010-415.56-41	JUN 19 PARS REP FEES	2,318.54
				\$5,294.02
PENSKE CHEVROLET	15767	741-8060-431.43-20	AIR COMPRESSOR REPAIR	1,410.24
	238322	741-8060-431.43-20	BRAKES VACUM PUMP	371.16
				\$1,781.40
PRIME PACIFIC INVESTMENT	811-20966	681-0000-228.70-00	WATER CREDIT REFUND	1,428.22
				\$1,428.22
PRUDENTIAL OVERALL SUPPLY	52208479	111-6020-451.56-41	MAT CLEANING SERVICES	135.53
	52213092	111-6020-451.56-41	MAT CLEANING SERVICES	135.53
	52272652	111-7010-421.56-41	MAT CLEANING SERVICES	22.55
	52249943	111-8022-419.43-10	CITY HALL MAT SERVICES	30.96
				\$324.57
QUALITY CODE PUBLISHING LLC	2019-257	111-1010-411.56-41	MUNI CODE SUPPLEMENTAL	1,175.75
				\$1,175.75
RAYMOND GARCIA	FY 18/19	111-9018-413.35-10	TUITION REIMBURSEMENT	1,365.00
				\$1,365.00
RESOURCE BUILDING MATERIALS	2643851	535-8090-452.61-20	SPORTS FIELD MARKING CHLK	717.76
				\$717.76
S & S WORLDWIDE, INC.	IN100211787	111-6060-466.61-20	AFTERSCHOOL SUPPLIES	559.65
	IN100212819	111-6060-466.61-20	AFTERSCHOOL SUPPLIES	403.49
				\$963.14
SAFETY KLEEN	80116204	741-8060-431.43-20	FULL SYNTHETIC OIL	1,535.47
				\$1,535.47
SALVATION ARMY	2	239-0272-463.57-85	SALVATION ARMY PROGRAM	2,384.61
				\$2,384.61

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
WR 8-20-19**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
SOUTHERN CALIFORNIA EDISON	07/05-08/05/19	111-8010-415.62-10	VARIOUS SRVC ACCOUNTS	822.75
	06/06-07/23/19	111-8022-419.62-10	VARIOUS SRVC ACCOUNTS	1,925.76
	6/6/19-7/8/19	221-8014-429.62-10	VARIOUS SRVC ACCOUNTS	3,052.55
	06/26-07/26/19	535-8016-431.62-10	VARIOUS SRVC ACCOUNTS	28.87
	07/5-08/05/2019	535-8016-431.62-10	VARIOUS SRVC ACCOUNTS	40.22
				\$5,870.15
STACY MEDICAL CENTER	3160-32913	111-7022-421.56-15	PRE BOOKING EXAM & CUST	290.00
				\$290.00
STANDARD INSURANCE COMPANY	378917-0001	111-0000-217.50-70	STANDARD LIFE INSURANCE	6,385.63
	378917-0002	111-0000-217.50-70	LIFE INS PREMIUM 07/2019	1,644.53
				\$8,030.16
SUPERION, LLC	245115	111-9010-419.43-15	FINANCIAL SYSTEM-AUG 2019	11,298.22
				\$11,298.22
SUPERIOR COURT OF CALIFORNIA	JUNE 2019	111-9010-415.56-10	PARK CITATIONS SURCHARGE	26,560.25
				\$26,560.25
THE GAS COMPANY	06/10-7/10/2019	111-8020-431.62-10	VARIOUS LOCATIONS	75.18
	06/10-7/10/2019	111-8022-419.62-10	VARIOUS LOCATIONS	343.97
	06/10-7/10/2019	111-8023-451.62-10	VARIOUS LOCATIONS	38.48
	06/10-7/10/2019	111-8023-451.62-10	VARIOUS LOCATIONS	16.23
	06/10-7/10/2019	111-8023-451.62-10	VARIOUS LOCATIONS	112.99
	06/10-7/10/2019	111-8023-451.62-10	VARIOUS LOCATIONS	46.27
	06/10-7/10/2019	111-8024-421.62-10	VARIOUS LOCATIONS	283.18
				\$916.30
TIERRA WEST ADVISORS, INC	HP-0419	111-5010-419.56-41	HP GENERAL PLAN SERVICES	28,761.25
				\$28,761.25
TOWN HALL STREAMS	10151	111-1010-411.56-41	AUG19 MONTHLY TOWN STREAM	300.00
				\$300.00
U.S. BANK	PPE 7/28/2019	111-0000-217.30-20	EMPLOYEE DEDUCTION	1,672.69
	PPE 7/28/2019	111-0000-217.30-20	PT EMPLOYEE DEDUCTION	2,326.68
	PPE 7/28/2019	111-0000-218.10-05	EMPLOYER CONTRIBUTION	13,916.86
				\$17,916.23
V & V MANUFACTURING, INC.	48454	111-7010-421.61-20	HPPD BADGES	243.82
				\$243.82
VISION SERVICE PLAN-CA	806742587	111-0000-217.50-30	VISION PREMIUM 5/2019	118.10
				\$118.10
WALTERS WHOLESALE ELECTRIC COMPANY	S113309721.001	111-8020-431.43-10	ELECTRICAL BLANK COVERS	84.86
	S113349055.001	111-8024-421.43-10	ELECTRICAL BLANK COVERS	185.47
				\$270.33
WATER REPLENISHMENT DISTRICT OF	2378- JUNE 2019	681-8030-461.41-00	WATER ASSESSMENT 6/2019	84,034.71
				\$84,034.71
WHITTIER FERTILIZER CO.	347704	535-8090-452.61-20	SEED AND TOPPER FERTILIZE	974.98
				\$974.98

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
WR 8-20-19**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
XEROX CORPORATION	097699374	111-8020-431.43-05	PW COPIER LEASE 6/21-7/21	131.44
	097699374	681-8030-461.43-05	PW COPIER LEASE 6/21-7/21	131.44
				\$262.88
				\$3,251,307.08



CITY OF HUNTINGTON PARK

Finance Department
City Council Agenda Report

August 20, 2019

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL OF A RESOLUTION ADOPTING THE CITY OF HUNTINGTON PARK'S AMENDED STATEMENT OF INVESTMENT POLICY FOR FISCAL YEAR 2019-20

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt Resolution No. 2019-22, amending and adopting the City's Statement of Investment Policy for Fiscal Year 2019-20.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

California Government Code Section 53646 requires the City to annually submit to the City Council for approval the City's Statement of Investment Policy. The City's Statement of Investment Policy is attached as Exhibit A to the Resolution.

After reviewing the City's current Statement of Investment Policy, the following notable changes are recommended.

1. A thorough description of the purpose of the Statement of Investment Policy in Section I.
2. The addition of Enterprise Funds, e.g. Water Fund, to Section III.
3. The addition of Treasury Issues, Federal Agencies, Certificates of Deposit, Negotiable Certificates of Deposit, and Mutual Funds/Money Market Mutual Funds, as well as the inclusion of Demand Deposits/Savings Accounts to Section VII.

It should be noted that with the addition of other State Statute allowable investments to the City's Statement of Investment Policy, Section IV Prudence and Section VI Objectives of first Safety, second Liquidity and third Yield will be closely followed.

CONSIDERATION AND APPROVAL OF A RESOLUTION ADOPTING THE CITY OF HUNTINGTON PARK'S AMENDED STATEMENT OF INVESTMENT POLICY FOR FISCAL YEAR 2019-20

August 20, 2019

Page 2 of 3

FISCAL IMPACT/FINANCING

The City follows the practice of pooling cash and investments. Investment income revenues are recorded in the various City funds based upon the cash balances of each City fund.

CONCLUSION

Upon Council approval, staff will proceed with the recommended actions.

Respectfully submitted,



RICARDO REYES
City Manager



NITA MCKAY
Director of Finance & Administrative Services

ATTACHMENT(S)

- A. Resolution No. 2019-22, A Resolution of the City Council of the City of Huntington Park Amending and Adopting the City's Statement of Investment Policy (Exhibit A) for Fiscal Year 2019-20

ATTACHMENT "A"

EXHIBIT A

CITY OF HUNTINGTON PARK STATEMENT OF INVESTMENT POLICY FOR FISCAL YEAR 2019-20

I. PURPOSE

The purpose of the City's Investment Policy is to provide comprehensive guidelines for the responsible management of the City's funds that are available for investment. These may include, but are not limited to, temporarily idle cash, reserve funds, trust, agency, and capital funds. The Investment Policy Statement is approved annually by the City Council.

II. POLICY STATEMENT

The investment practices and policies of the City are based on compliance with State law and prudent money management. It is the City's policy to invest public funds in a prudent manner which will provide the highest yield consistent with the maximum security and preservation of invested principal, while meeting the daily cash flow demands of the City, while conforming to all applicable federal, state and local statutes governing the investment of public funds.

III. SCOPE

This investment policy applies to all financial assets of the City. Financial assets are reported in the City's Comprehensive Annual Financial Report and are accounted for in the following funds:

- General Fund
- Special Revenue Funds
- Capital Project Funds
- Debt Service Funds
- Enterprise Funds
- Internal Service Funds
- Trust and Agency Funds
- Any new funds created by the City Council

The provisions of the related bond indentures or resolutions shall govern investments of bond proceeds.

IV. **PRUDENCE**

Government Code Section 53600.3 provides that the “prudent investor” standard is to be used by the Treasurer as a fiduciary of public funds. This standard provides that when investing, reinvesting, purchasing, acquiring, exchanging, selling or managing public funds, the Treasurer shall act with care, skill, prudence and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the City, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the City. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security’s credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

V. **DELEGATION OF AUTHORITY**

Authority to manage the City’s investment program is derived from the California Government Code. Management responsibility for the investment program is hereby delegated to the Treasurer who shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials, and their procedures in the absence of the Treasurer.

The Treasurer shall establish written investment policy procedures for the operation of the investment program consistent with this investment policy. The procedures should include references to safekeeping, wire transfer agreements, collateral/depository agreements, banking services contracts, and other investment-related activities. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Treasurer.

The Treasurer can designate a staff person(s) to be responsible for investment transactions and to sign as a secondary signature on time deposits and other public fund accounts. The City may engage the support services of outside professionals in regard to its investment program, as

long as it can be clearly demonstrated that these services produce a financial advantage and protection of the portfolio.

VI. **OBJECTIVES**

Page | 3

The objectives for investing and managing public funds and the order of priority are as follows:

- A. **Safety:** Safety of principal is the foremost objective of the investment program. Investments of the City shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, the City will diversify its investments to the extent possible by investing in a variety of securities offering independent returns and financial institutions, as well as investing in high investment grade securities.
- B. **Liquidity:** The City's investment portfolio shall remain sufficiently liquid to enable the City to meet all operating requirements that are reasonably anticipated. Liquidity refers to the ability to sell an investment at any given moment with a minimal chance of losing some portion of principal or interest.
- C. **Yield:** The City's investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and the cash flow characteristics of the portfolio.

VII. **AUTHORIZED INVESTMENTS**

While the Government Code Section 53600 *et seq.* authorizes the investment in a variety of securities, including U. S. Treasuries, U. S. Government Agencies, Commercial Paper, Negotiable Certificates of Deposit, Repurchase Agreements, Money Market Mutual Funds, Investment Pools, among others, the City invests in the following:

- A. **TREASURY ISSUES:** Treasury Bills, Treasury Notes, and Treasury Bonds. The maximum maturity shall not be greater than five (5) years.
- B. **FEDERAL AGENCIES:** Federal National Mortgage Association (FNMA) securities, Federal Home Loan Bank (FHLB) securities,

Federal Home Loan Mortgage Corporation (FHLMC), Federal Farm Credit Bureau (FFCB) securities, Government National Mortgage Association (GNMA) securities, Small Business Administration (SBA) securities, Student Loan Marketing Association (SLMA) securities, etc. The City restricts the maximum percentage of investment in Federal Agencies to 25%, per issuer. The maximum maturity shall not be greater than five (5) years.

C. DEMAND DEPOSITS/SAVINGS ACCOUNTS: A standard account with a bank or other financial institution.

D. CERTIFICATES OF DEPOSIT: A type of collateralized bank deposit with a specific maturity evidenced by a certificate. The City restricts the maximum percentage of investment in Certificates of Deposit to 25% of the City's total portfolio. The maximum maturity shall not be greater than five (5) years.

E. NEGOTIABLE CERTIFICATES OF DEPOSIT (NCD): To be eligible for purchase by the City, the NCD must be issued by a Nationally or State-Chartered bank, State or Federal savings and loan association, and must meet one of the following criteria:

- Be a California Bank rated "A" or better by a nationally recognized statistical rating organization (NRSRO);
- Be a major national or regional bank outside California rated "A" or better by a NRSRO;
- Be a savings and loan association operating in California rated "A" or better by a NRSRO;
- Purchases of negotiable certificates of deposits may not exceed 30% of the total portfolio.

The maximum maturity shall not be greater than five (5) years.

F. LOCAL AGENCY INVESTMENT FUND (LAIF): The aggregate of all funds from political subdivisions that are placed in the custody of the State of California Treasurer for the benefit of local agencies. State law (California Government Code Section 16429.1) establishes the maximum deposits for each local agency.

G. MUTUAL FUNDS AND MONEY MARKET MUTUAL FUNDS: To be eligible for purchase by the City, the investment instruments

must meet multiple minimum requirements. Instruments must receive the highest ranking, or the highest letter and numerical rating as provided for by a NRSRO, must comply with all investment restrictions and regulations that apply to public agencies in California Code 53601 (a-k, m-o), and must follow regulations specified by the Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. Section 80a-1, et seq.).

The Treasurer is required to conduct an annual analysis of any pooled investments and money market funds for local government investment with the exception of LAIF. State statute no longer requires any further analysis of LAIF by the City Treasurer because LAIF is managed by the State Treasurer of California and is highly scrutinized by many institutions.

VIII. **ETHICS AND CONFLICTS OF INTEREST**

The Treasurer and all investment personnel shall refrain from personal business activities that could conflict with proper execution of the investment program, or which could impair his/her ability to make impartial investment decisions. The Treasurer and all investment personnel shall disclose to the City Manager any material financial interests in financial institutions that conduct business within this jurisdiction, and they shall further disclose any material personal financial/investment positions that could be related to the performance of the City's investment portfolio.

The State of California's Fair Political Practices Commission Statement of Economic Interests, Form 700, shall be completed on an annual basis by the Treasurer and other employees designated in Government Code Section 87200.

IX. **REPORTING**

In addition to general reporting and updates to the City Manager, the Treasurer will submit to each member of the City Council a periodic report (either semi-annually or annually). The report shall contain a complete description of the portfolio, including the types of investments, issuers, maturity dates, par values and current market values. In the case of funds invested in the Local Agency Investment Fund (LAIF), and funds held by trustees or fiscal agents, and current statements from those institutions will satisfy the reporting requirements. The report will also include a certification

of the following:

“All investment activities since the last report have been made in full compliance with the investment policy.”

Page | 6

X. **INTERNAL CONTROL**

The Treasurer shall establish a system of written internal controls which will be reviewed annually with the City’s independent (external) auditor. The controls shall be designed to prevent loss of public funds due to fraud, employee error and misrepresentation by third parties and imprudent actions by employees of the Treasurer’s Office.

XI. **ADOPTION**

The investment policy shall be adopted annually by resolution.

CITY OF HUNTINGTON PARK

City Council Meeting Agenda Tuesday, August 20, 2019

REGULAR AGENDA

COUNCIL

4. Council Removal and Appointment to Civil Service Commission

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Make removal and appointment to the Civil Service Commission consistent with the provisions set forth in Resolution No. 2015-19.



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

August 20, 2019

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL OF 100% DESIGN PLANS, SPECIFICATIONS AND ENGINEER'S ESTIMATE FOR CIP 2016-01 ACTIVE TRANSPORTATION PROGRAM CYCLE II UNCONTROLLED CROSSWALK PEDESTRIAN SAFETY ENHANCEMENT PROJECT ATPL-5150(012), RESOLUTION AUTHORIZING THE ACCEPTANCE OF ACTIVE TRANSPORTATION GRANT AND AUTHORIZE STAFF TO PROCEED WITH BID ADVERTISEMENT AFTER OBTAINING E-76 FROM THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve 100% Plans, Specifications and Engineer's Estimate (PS&E) for CIP 2016-01 Active Transportation Program (ATP) Cycle II Uncontrolled Crosswalk Pedestrian Safety Enhancement Project ATPL-5150(012) "Project";
2. Authorize City Clerk's Office to publish the Notice Inviting Bid (NIB) after obtaining E-76 from the State of California Department of Transportation (Caltrans);
3. Adopt Resolution No. 2019-21, authorizing the acceptance and appropriation of the Active Transportation Grant from Caltrans for the Project; and
4. Authorize City Manager and City Attorney to sign and execute the Caltrans Program Supplement Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

At the April 2, 2019 City Council meeting, Infrastructure Engineers (IE) was authorized to take possession of the completion of the PS&E for the subject Project. The project scope of work consists of the following: enhancement of ADA ramps at mid-block and non-signalized intersections; advanced yield and stop markings; countdown pedestrian signals; updated pedestrian street signs; Rectangular Rapid-flashing beacons (RRFB); repainting existing pavement markings; removal of nonfunctional in road lights; and ladder (continental) style crosswalks at twenty-two (22) locations. IE utilized several standards including the California Vehicle Code, the California Manual on Uniform Traffic Control

CONSIDERATION AND APPROVAL OF 100% DESIGN PLANS, SPECIFICATIONS AND ENGINEER'S ESTIMATE FOR CIP 2016-01 ACTIVE TRANSPORTATION PROGRAM CYCLE II UNCONTROLLED CROSSWALK PEDESTRIAN SAFETY ENHANCEMENT PROJECT ATPL-5150(012), RESOLUTION AUTHORIZING THE ACCEPTANCE OF ACTIVE TRANSPORTATION GRANT AND AUTHORIZE STAFF TO PROCEED WITH BID ADVERTISEMENT AFTER OBTAINING E-76 FROM THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

August 20, 2019

Page 2 of 4

Devices for Streets and Highways, Greenbook standard specifications, Caltrans design manual and other applicable engineering design parameters to minimize the loss of public parking spaces which impacts access to our residential and business community.

The initial design factored in the removal of over 150 public parking spaces based on previous engineering design in observance of more stringent traffic engineering standards. IE's engineering design team was able to accommodate pedestrian safety measures, while protecting street parking spaces and following the original intent of the grant application. IE analyzed the potential reduction of parking spaces and provided the following alternative designs that would still effectively meet the intent of the grant requirements. IE design eliminated 5 public parking spaces compared to 150 in the original design. Attachment A includes a comparison of the public parking spaces per intersection.

At the June 2019 California Transportation Commission (CTC) meeting, the CTC approved the programming and allocation of funds for the construction and construction management (CM) of the ATP improvement Project. Coordination with Caltrans to obtain the E-76 (Notice to Proceed) for the construction and CM phase of the Project followed soon thereafter receiving notice of CTC's approval.

Publishing the NIB is the next step into ensuring that the City follows the competitive bidding process, which involves advertisement and solicitation of sealed bids, publicly opening of bids and awarding the contract to the lowest responsive and responsible bidder at a future City Council meeting. Once the City receives the E-76, the request is for the City Council to authorize the City Clerk to publish the NIB in a local newspaper of general circulation and other electronic media and for the Public Works Department to post the plans and specifications on the City's website.

LEGAL REQUIREMENT

The City receives Federal Highway Administration (FHWA) funding and as a condition of receiving such assistance, the City must participate in the Disadvantaged Business Enterprise (DBE) Program in accordance with federal regulations published under Title 49 CFR, Part 26, Caltrans Local Assistance Procedures Manual (LAPM) and subsequent Guidance. The City's DBE project goal is calculated on a contract-by-contract basis and will be incorporated when the NIB is published. The City's DBE goal is 15% for the entire project. To be eligible to count towards the DBE goal, contractors and subcontractors working on the project must be certified with the State of California Unified Certification Program (CUCP) at the time of bid/proposal submission.

This Program Supplement Agreement between the City and the State is a requirement to receive Federal Aid, by which the City agrees to comply with the terms and conditions as

CONSIDERATION AND APPROVAL OF 100% DESIGN PLANS, SPECIFICATIONS AND ENGINEER'S ESTIMATE FOR CIP 2016-01 ACTIVE TRANSPORTATION PROGRAM CYCLE II UNCONTROLLED CROSSWALK PEDESTRIAN SAFETY ENHANCEMENT PROJECT ATPL-5150(012), RESOLUTION AUTHORIZING THE ACCEPTANCE OF ACTIVE TRANSPORTATION GRANT AND AUTHORIZE STAFF TO PROCEED WITH BID ADVERTISEMENT AFTER OBTAINING E-76 FROM THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

August 20, 2019

Page 3 of 4

set forth in the agreement. This Program Supplement Agreement must be accompanied by a City Council adopted resolution.

Government Code Section 830.6 provides, "Neither a public entity nor a public employee is liable ... for an injury caused by the plan or design of a construction of, or an improvement to, public property where such plan or design has been approved in advance of the construction or improvement by the legislative body ... or employee exercising discretionary authority to give such approval or where such plan or design is prepared in conformity with standards previously approved"

The City Council's adoption of the PS&E provides the nexus to comply with Government Code Section 830.6. The intent of Section 830.6 is to prevent a judge or jury from second-guessing discretionary approvals made by the public agency and its employees regarding a plan or design for a construction project. Staff's recommendation is for the approval of the 100% PS&E and the authorization to formally bid the project.

The City Clerk's Office shall publish the NIB and shall state the time and place for the receiving and opening of sealed bids and distinctly describe the project. The notice shall be published a for a minimum period of twenty-one (21) calendar days before the date of opening the bids in a newspaper of general circulation per Public Contract Code Section 22037.

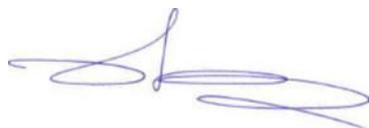
FISCAL IMPACT/FINANCING

The Fiscal Year 2019-20 Capital Improvement Program Budget includes appropriations in the amount of \$1,478,500 for this project. Once construction bids are received and CM proposals are evaluated, staff will return to City Council with a well-defined project budget. An additional appropriation may be necessary at that time and the staff report will provide all budgetary details for City Council approval.

CONCLUSION

Upon Council approval, staff will proceed with the recommended actions.

Respectfully submitted,



RICARDO REYES
City Manager

CONSIDERATION AND APPROVAL OF 100% DESIGN PLANS, SPECIFICATIONS AND ENGINEER'S ESTIMATE FOR CIP 2016-01 ACTIVE TRANSPORTATION PROGRAM CYCLE II UNCONTROLLED CROSSWALK PEDESTRIAN SAFETY ENHANCEMENT PROJECT ATPL-5150(012), RESOLUTION AUTHORIZING THE ACCEPTANCE OF ACTIVE TRANSPORTATION GRANT AND AUTHORIZE STAFF TO PROCEED WITH BID ADVERTISEMENT AFTER OBTAINING E-76 FROM THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

August 20, 2019

Page 4 of 4



DANIEL HERNANDEZ
Director of Public Works

ATTACHMENT(S)

- A. Sight Distance Calculations
- B. Resolution 2019-21
- C. Sample Program Supplement Agreement
- D. PS&E

ATTACHMENT "A"

ATTACHMENT A

Sheet No.	Intersection	# of Parking Spaces Removed (Transtech)	100% PS&E (Controlled Intersection)
3	Pacific Blvd - 53rd St	23	-2
4	Pacific Blvd - 56th St	16	-2
5	Pacific Blvd - 57th St	10	2
6	Pacific Blvd - 58th St	14	2
7	Pacific Blvd - MidBlock	0	0
8	57th St - Soto	0	0
9	Miles Ave - Clarendon Ave	2	0
10	Gage Ave - Regent St	1	0
11	Gage Ave - Albany St	5	1
12	Gage Ave - Middleton St	7	-2
13	Gage Ave - Stafford St	10	-2
14	Gage Ave - Marconi St	2	6
15	Gage Ave - Cedar St	9	-4
16	Gage Ave - Hollenbeck St	8	0
17	Gage Ave - Bissell St	10	0
18	Zoe Ave - Passaic Ave - Arbutus Ave	5	1
19	Zoe Ave - State St	6	-5
20	Saturn Ave - Hood Ave	7	1
21	Florence Ave - Bissel St	3	4
22	State St - Live Oak St	12	-5
Total Number of Parking Removed:		-150	-5

ATTACHMENT "B"

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RESOLUTION NO. 2019-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK AUTHORIZING THE ACCEPTANCE AND EXECUTION OF A FUNDING AGREEMENT WITH CALTRANS FOR CIP 2016-01 ACTIVE TRANSPORTATION PROGRAM CYCLE II UNCONTROLLED CROSSWALK PEDESTRIAN SAFETY ENHANCEMENT PROJECT ATPL-5150(012)

WHEREAS, the City of Huntington Park is eligible to apply and receive Federal and/or State funding for certain pedestrian and bicycle transportation projects and plans, through the State of California Department of Transportation (Caltrans);

WHEREAS, the Active Transportation Program seeks to fund projects that promote the increased use of active transportation modes by residents of disadvantaged communities as a means of addressing public health issues, improve safety, and improve quality of life;

WHEREAS, the City of Huntington Park submitted an application through an Active Transportation Call for Projects and was awarded a \$1,585,000 in Federal grants for the ATP Cycle II Uncontrolled Crosswalk Pedestrian Safety Enhancement Project ATPL-5150(012);

WHEREAS, the grant does require a local match contribution of \$186,000; and

WHEREAS, the grant funds must be fully expended, and the project completed within the terms as stipulated in the funding agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK AS FOLLOWS:

SECTION 1. The City Council adopts the above recitals as its findings.

SECTION 2. The City Manager of the City of Huntington Park is authorized to accept and execute the funding agreement with Caltrans for the ATP Cycle II Uncontrolled Crosswalk Pedestrian Safety Enhancement Project ATPL-5150(012).

SECTION 3. The City of Huntington Park fiscally commits to the construction and construction management of the project based on the terms of the agreement.

SECTION 4. The City Manager of the City of Huntington Park is authorized to execute all documents, including contracts, subcontracts, agreement extensions, renewals, and/or amendments required by Caltrans to implement the grant, in a form acceptable to the City Attorney.

ATTACHMENT "C"

EXHIBIT 4-D SAMPLE- PROGRAM SUPPLEMENT AGREEMENT

PROGRAM SUPPLEMENT NO. _____
To
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS No _____

Date: _____
Location: _____
Project Number: _____
EA Number: _____
Locode: _____

This Program Supplement hereby adopts and incorporates the _____-State Agreement for Federal Aid which was entered into between the _____ and the State on _____ and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the _____ on _____.

The _____ further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the _____ accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATIONS:

TYPE OF WORK:		LENGTH:	
Estimated Cost	Federal Funds	Matching LOCAL	Funds OTHER

By: _____
Title: _____
Date: _____
Attest: _____
Attest: _____

STATE OF CALIFORNIA
Department of Transportation
By _____
Chief, Office of Project Implementation
Division of Local Assistance
Date: _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer _____

Date _____

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	Amount

SPECIAL COVENANTS OR REMARKS

1. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).
2. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

3. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.
4. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Please refer to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

5. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if

SPECIAL COVENANTS OR REMARKS

PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

6. The Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal- assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
7. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Excluded Parties List System (EPLS).
8. In the event that right of way acquisition for or construction of this project of the initial federal authorization for preliminary engineering is not started by the close of the tenth fiscal year following the fiscal year in which the project is authorized, the ADMINISTERING AGENCY shall repay the Federal Highway Administration through Caltrans the sum of Federal funds paid under the terms of this agreement.

ATTACHMENT D

100% DESIGN PLANS, SPECIFICATIONS AND
ENGINEER'S ESTIMATE FOR CIP 2016-01 ACTIVE
TRANSPORTATION PROGRAM CYCLE II
UNCONTROLLED CROSSWALK PEDESTRIAN SAFETY
ENHANCEMENT PROJECT ATPL-5150(012)

- AVAILABE IN THE CITY CLERK'S OFFICE -

CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report



August 20, 2019

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL TO SOLICIT CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES AS PART OF THE OVERSIGHT OF CAPITAL IMPROVEMENT PROJECT (CIP) 2016-01 ACTIVE TRANSPORTATION PROGRAM CYCLE II UNCONTROLLED CROSSWALK PEDESTRIAN SAFETY ENHANCEMENT PROJECT ATPL-5150(012)

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Authorize staff to solicit construction management and inspection services (CM) for CIP 2016-01 Active Transportation Program (ATP) Cycle II Uncontrolled Crosswalk Pedestrian Safety Enhancement Project ATPL-5150(012) "Project" by publishing a Request for Proposal (RFP) after obtaining E-76 from the State of California Department of Transportation (Caltrans).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City was awarded a partial Federal and State ATP Cycle II grant in 2015. The project scope of work consists of the following: enhancement of ADA ramps at mid-block and non-signalized intersections; advanced yield and stop markings; countdown pedestrian signals; updated pedestrian street signs; Rectangular Rapid-flashing beacons (RRFB); repainting existing pavement markings; removal of nonfunctional in road lights; and ladder (continental) style crosswalks at twenty-two (22) locations.

At the June 2019 California Transportation Commission (CTC) meeting, the CTC approved the programming and allocation of funds for construction and CM services of the ATP improvement Project. Coordination with Caltrans to obtain the E-76 (Authorization to Proceed) for the construction and CM phase of the Project followed soon thereafter receiving notice of CTC's approval. The Federal Highway Administration (FHWA) must give the City an E-76 for the phase of the work prior to performing any work for which federal reimbursement is to be requested.

CONSIDERATION AND APPROVAL TO SOLICIT CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES AS PART OF THE OVERSIGHT OF CAPITAL IMPROVEMENT PROJECT (CIP) 2016-01 ACTIVE TRANSPORTATION PROGRAM CYCLE II UNCONTROLLED CROSSWALK PEDESTRIAN SAFETY ENHANCEMENT PROJECT ATPL-5150(012)

August 20, 2019

Page 2 of 3

A RFP and fee proposals will be requested for CM and labor compliance monitoring services. CM services are the overall planning, coordination, and control of a project from beginning to completion. Labor compliance monitoring includes a working understanding of the current regulation changes implemented by State and Federal Agencies to monitor and enforce labor compliance with contractors accordingly. This includes all of the State and Federal Davis-Bacon prevailing wage requirements and the State's requirement for a Disadvantaged Business Enterprises (DBE) component.

Publishing the RFP is the next step into ensuring that the City obtains qualified firms to oversee the construction phase of the project. Once the City receives the E-76, the request is for the City Council to authorize the City Clerk to publish the RFP in a local newspaper of general circulation and other electronic media and for the Public Works Department to post the RFP on the City's website.

LEGAL REQUIREMENT

23 Code of Federal Regulations §172 and CA State Law further defines A&E services and includes those private consulting firms providing architectural, landscape architectural, engineering, environmental, land surveying, construction engineering, or program management are termed Architectural and Engineering (A&E) Consultants. The Brooks Act (40 USC, Section 1104) requires local agencies to award federally funded engineering and design related contracts based on fair and open competitive negotiations, demonstrated competence, and professional qualifications (23 Code of Federal Regulations (CFR), Part 172), at a fair and reasonable price (48 CFR 31.201-3).

Cost proposals submitted to the City must be sealed and shall not be included as a criterion for rating such consultants. After ranking, cost negotiations may begin with the most qualified consultant and only their cost proposal will be opened. Should negotiations fail or result in a price that the local agency does not consider fair and reasonable, negotiations must be formally terminated, and the City must then undertake negotiations with the second most qualified consultant. If the negotiations with the second most qualified firm are not successful, negotiations must be formally terminated and the City must then undertake negotiations with the third most qualified consultant, and so on, until the price is determined to be fair and reasonable by the City.

Depending upon the scope of work, the required contract provisions may need to include the California State Prevailing Wages (Federal Payment of Predetermined Minimum Wage applies only to federal-aid construction contracts). Prevailing wages will apply if the services to be performed will involve land surveying (such as flag persons, survey party chief, rodman or chainman), materials sampling and testing (such as drilling rig operators, pile driving, crane operators), inspection work, soils or foundation investigations, environmental hazardous materials and so forth.

CONSIDERATION AND APPROVAL TO SOLICIT CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES AS PART OF THE OVERSIGHT OF CAPITAL IMPROVEMENT PROJECT (CIP) 2016-01 ACTIVE TRANSPORTATION PROGRAM CYCLE II UNCONTROLLED CROSSWALK PEDESTRIAN SAFETY ENHANCEMENT PROJECT ATPL-5150(012)

August 20, 2019

Page 3 of 3

Contracts above \$150,000 are subject to the Caltrans Financial Document Review in compliance with the Federal cost principles, 48 CFR, Chapter 1, Part 31, and other applicable requirements.

When administering federal-aid projects, federal regulations (49 CFR, Part 26) require that the City comply with the DBE program and take necessary steps to ensure that DBE firms have the opportunity to participate in the projects. The City's DBE project goal is calculated on a contract-by-contract basis and is calculated at 15% for the entire project. To be eligible to count towards the DBE goal, contractors and subcontractors working on the project must be certified with the State of California Unified Certification Program (CUCP) at the time of bid/proposal submission.

The City Clerk's Office shall publish the RFP that describes the project and provides the tasks required from the contractor to perform the management/oversight of the project. The time and location to submit proposals shall also be on the published RFP. The RFP shall be published for a minimum period of twenty-one (21) calendar days.

FISCAL IMPACT/FINANCING

At this time, there is no fiscal impact associated with the approval of the solicitation of proposals to perform CM services. Federal appropriation in combination with the City's local match approximates the allocation for CM services at \$177,100. Once CM proposals are submitted and evaluated, staff will return with a well-defined budget for consideration and approval at a future City Council meeting.

CONCLUSION

Upon Council approval, staff will proceed with the recommended actions.

Respectfully submitted,



RICARDO REYES
City Manager



DANIEL HERNANDEZ
Director of Public Works

ATTACHMENT(S)

A. Draft RFP

ATTACHMENT "A"



**CITY OF HUNTINGTON PARK
REQUEST FOR PROPOSAL
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES
CIP 2016-01 ACTIVE TRANSPORTATION PROGRAM CYCLE II UNCONTROLLED
CROSSWALK PEDESTRIAN SAFETY ENHANCEMENT PROJECT ATPL-5150(012)**

PROPOSAL DUE DATE: October 16, 2019, 2:00 P.M.

6550 Miles Ave
Huntington Park, CA 90255

Contact: Daniel Hernandez
323.584.6320
DHernandez@hpca.gov

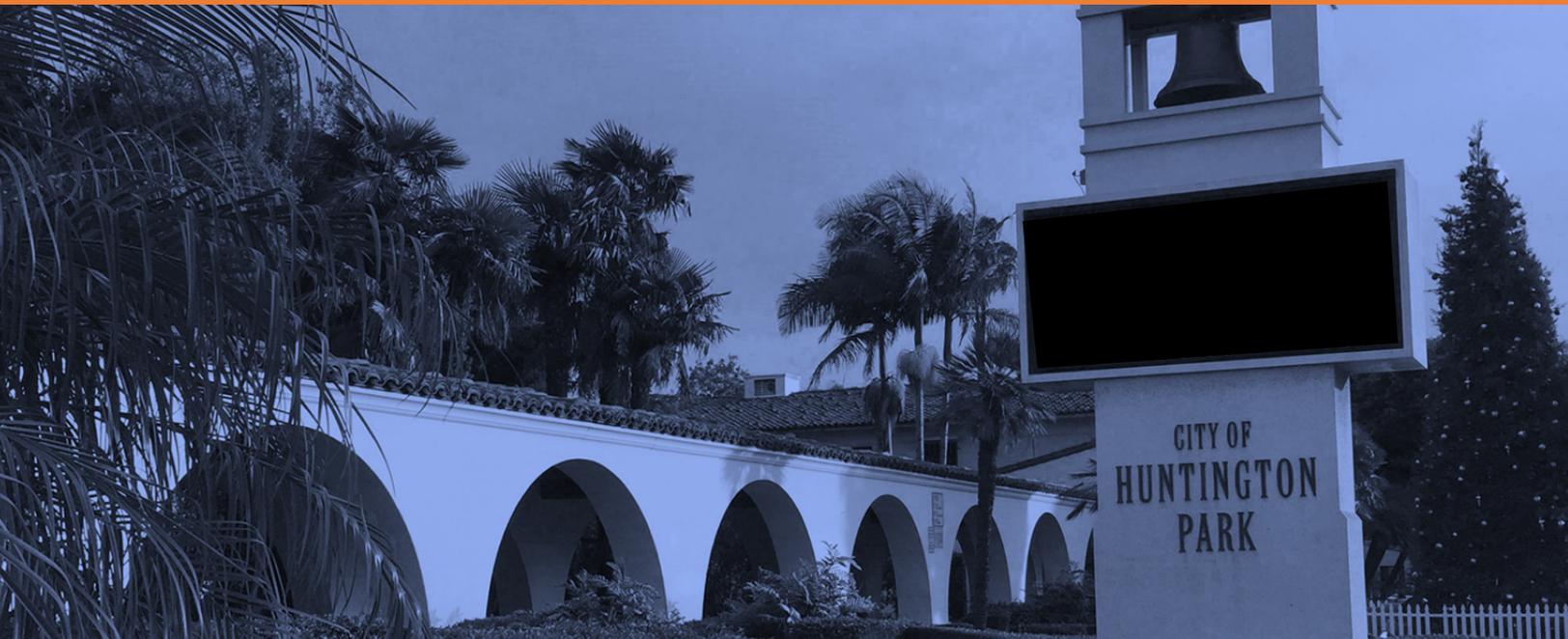


Table of Contents

1.	INTRODUCTION	3
2.	SCOPE OF SERVICES	3
3.	KEY PERSONNEL.....	4
4.	CITY’S STANDARD PROFESSIONAL SERVICES AGREEMENT	4
5.	INSURANCE REQUIREMENTS.....	4
6.	FEDERAL-AID REQUIREMENTS.....	4
7.	CONTRACT AWARD	4
8.	REQUIRED FORMAT FOR TECHNICAL PROPOSAL SUBMITTAL.....	5
9.	FEE.....	5
10.	QUESTIONS REGARDING THIS RFP	5
11.	PROPOSAL SUBMITTAL PROTOCOL.....	6
12.	PRE-CONTRACTUAL EXPENSES IN RESPONDING TO THE RFP PREPARATION	6

1. INTRODUCTION

The City of Huntington Park is soliciting Proposals from qualified consultants for **CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES (CM) FOR CIP 2016-01 ACTIVE TRANSPORTATION PROGRAM CYCLE II UNCONTROLLED CROSSWALK PEDESTRIAN SAFETY ENHANCEMENT PROJECT ATPL-5150(012)**, further known as the “Project”. Please note that this is a Federal Project and under the oversight of the State of California Department of Transportation (Caltrans).

- A. Procurement schedule:
- | | |
|---------------------------------------|-----------------------------|
| 1. RFP issued: | September 18, 2019 |
| 2. Request for Information Due Date: | 2:00 P.M., October 9, 2019 |
| 3. Proposal Due Date: | 2:00 P.M., October 16, 2019 |
| 4. Tentative City Council Award Date: | November 19, 2019 |
| 5. Tentative Notice to Proceed Date: | December 2, 2019 |

Contract audit and review process requirements (see Section 10.3: A&E Consultant Audit and Review Process). A contract shall not be awarded to a consultant without an adequate financial management and accounting system as required by 48 CFR Part 16.301-3, 2 CFR Part 200, and 48 CFR Part 31. Selected consultant must have adequate financial management systems as required by the applicable federal regulations.

2. SCOPE OF SERVICES

The City is interested in receiving proposals from qualified consultants to perform CM services on the subject Project. The contract period for this project is **ninety (90) working days** from the effective date of the Notice-to-Proceed to be issued by the City to the contractor. The scope of services to be provided by the selected proposer for this project includes the following:

- A. Construction Management and Inspection services (CM): Inspection and project management of 22 existing unprotected crosswalks near schools, mid-block and across major arterials in the City. The project will be installing enhancements for pedestrians at these locations or eliminating hazardous conditions. The enhancements may include but not limited to the following: ladder striped crosswalk in high visibility paint, pavement markers, truncated domes, new/additional pedestrian signage and stop signs, pedestrian scale lighting, boulders, High-Intensity Activated crosswalk beacon (HAWK) and pedestrian actuated rectangular rapid flashing beacons, and other relevant improvements in the public right-of-way. CM to determine the personnel that will be assisting in the oversight, inspection and management of the project, provide the total number of hours based on the duration of the project and develop a technical proposal based on the project plans and specifications. Quality Assurance/Quality Control (QA/QC) is required. Other activities may include preparation of contract change orders, construction surveys, foundation investigations, measurement, and computation of quantities, testing of construction materials, checking of shop drawings, preparation of estimates, reports, and other inspection activities necessary to ensure that the construction is being performed in accordance with the plans and specifications.
1. Prevailing wages apply if the services to be performed involve land surveying (such as flag persons, survey party chief, rodman or chainman), materials sampling and testing (such as drilling rig operators, pile driving, crane operators), inspection work, soils or foundation investigations, environmental hazardous materials and so forth.
- B. Public Outreach: Meet with Schools, businesses and residents (if need be) prior to work commencing. Actively engaging the general public immediately within the project area.

- C. Labor Compliance: Since this is a Federal Project, Federal prevailing wages apply, though if the State of California State Prevailing Wage determination is higher than the Federal wages, the State of California prevailing wages will be utilized (highest of the two).
- D. Disadvantaged Business Enterprises (DBE): When administering federal-aid projects, federal regulations (49 CFR, Part 26) require that the City comply with the DBE program and take necessary steps to ensure that DBE firms have the opportunity to participate in the projects. The City's DBE project goal is calculated on a contract-by-contract basis and is calculated at **15%** for the entire project. To be eligible to count towards the DBE goal, contractors and subcontractors working on the project must be certified with the State of California Unified Certification Program (CUCP) at the time of bid/proposal submission.
 1. Apparent low bidder's Good Faith Efforts is based on the "Guidance Concerning Good Faith Efforts" contained in 49 CFR Part 26, Appendix A.

3. KEY PERSONNEL

It is imperative that the key personnel providing the requested services have the background, experience, and qualifications to complete the project. The City reserves the right to approve all key personnel individually for work on this contract. The owner, CM, engineer, inspector(s), etc. shall be named in the contract. After the contract is signed, the proposer may not replace above stated staff unless their employment is terminated or agreed upon by the City. The City must approve replacement staff before a substitute person is assigned to the Project. The City reserves the right to request that the proposer replace a staff person assigned to the contract should the City consider such a replacement to be for the benefit of the project.

4. CITY'S STANDARD PROFESSIONAL SERVICES AGREEMENT

Please see ATTACHMENT F(a) – CITY'S STANDARD PROFESSIONAL SERVICES AGREEMENT and ATTACHMENT F(b) - EXHIBIT 10-R A & E BOILERPLATE AGREEMENT LANGUAGE.

5. INSURANCE REQUIREMENTS

Please see ATTACHMENT G - CITY'S STANDARD INSURANCE REQUIREMENTS.

6. FEDERAL-AID REQUIREMENTS

The following attachments must be submitted with the proposal:

- A. Attachment A(a) - EXHIBIT 10-H1 COST PROPOSAL
- B. Attachment A(b) - EXHIBIT 10-H4 COST PROPOSAL FOR CONTRACTS WITH PREVAILING WAGES
- C. Attachment B - EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION
- D. Attachment C - EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM
- E. Attachment D - EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT
- F. Attachment E - EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

7. CONTRACT AWARD

Any contract resulting from this RFP will be awarded to a consultant whose proposal meet the technical requirements of the RFP and is evaluated as the best fit for City's needs. The awarded contractor will be receiving a contract to oversee the project as described in the scope of work. City staff will evaluate the proposals based upon several factors:

- Understanding of the work to be done – 25 Points
- Experience with similar kinds of work – 20 Points
- Quality of staff for work to be done – 15 Points

- Capability of developing innovative or advanced techniques – 10 Points
- Familiarity with state and federal procedures – 10 Points
- Financial responsibility – 10 Points
- Demonstrated Technical Ability – 10 Points

The selection committee will evaluate based on the strength and weakness of each proposal; interviews the three or more highest ranked consultants (short listed); and develops a final ranking of the highest ranked consultants.

8. REQUIRED FORMAT FOR TECHNICAL PROPOSAL SUBMITTAL

Please submit your Technical Proposal in the format specified below:

Cover Letter: Emphasize strong points of the project team and the company's experience. Include the name, address, telephone number, title, and signature of the company's contact person for this proposal. The cover letter shall state that the submittal is valid for 60 days. (1-Page)

Section 1 – Scope of Work: Provide your understanding of the project and describe your approach to accomplishing the City's goal in the most efficient and cost-effective manner. (1-Page)

Section 2 - Schedule: Provide a project schedule showing tasks and duration for each task for the completion of the services. (1-Page)

Section 3 - Project Team, Key Personnel and Resumes: Provide an organization chart showing the names and responsibilities of key personnel and subconsultants. Provide resumes of all key personnel identified in the organization chart. (3-Pages)

Section 4 - Company Qualifications: Provide qualifications of company and any proposed sub-consultants. (2-Pages)

Section 5 - References: Provide minimum 3 Public Agency references that shows your company's experience in similar type of services, if any. (1-Page)

Section 6 - City's Standard Professional Services Agreement: The RFP includes ATTACHMENT F(a) – CITY'S STANDARD PROFESSIONAL SERVICES AGREEMENT and ATTACHMENT F(b) - EXHIBIT 10-R A & E BOILERPLATE AGREEMENT LANGUAGE. Proposers shall review the Agreement and provide a statement that they will comply with all aspects of the Agreement or provide any comments that they would like the City to consider. The City Attorney will review any comment received and make a final decision if all or part or any of such comments may be considered.

Section 7 – City's Standard Insurance Requirements: The RFP includes ATTACHMENT G - CITY'S STANDARD INSURANCE REQUIREMENTS. Proposers shall review the Agreement and provide a statement that they will comply with all aspects of the Agreement or provide any comments that they would like the City to consider. The City Attorney will review any comment received and make a final decision if all or part or any of such comments may be considered.

Section 8 - Other Information: Include in this section any other and additional information you wish to submit to the City. (1-Page)

9. FEE

The Fee shall be submitted (1 copy) in a separate envelope. Final negotiations for the final scope and fee will occur subsequently.

10. QUESTIONS REGARDING THIS RFP

All questions regarding this RFP must be submitted via email:
Daniel Hernandez, Director of Public Works

E-mail: dhernandez@hpca.gov

Questions regarding this proposal shall be submitted via email by 2:00 P.M., October 9, 2019. In response to all questions received by this date, City will issue an Addendum no later than 3 days prior to the proposal submittal due date. It is the consultant's responsible to check the City's website for any and all addendums.

11. PROPOSAL SUBMITTAL PROTOCOL

In order to be considered in the selection process, interested parties shall submit three (3) hard copy and one (1) electronic copy on a flash drive of their Proposals no later than 2:00 P.M. on Wednesday, October 16, 2019 to:

City of Huntington Park
Daniel Hernandez, Director of Public Works
6550 Miles Avenue
Huntington Park, CA 90255

Late proposals will not be accepted.

12. PRE-CONTRACTUAL EXPENSES IN RESPONDING TO THE RFP PREPARATION

The City shall not be liable for any pre-contractual expenses incurred by any proposer or by any selected consultant. Each proposer shall protect, defend, indemnify, and hold harmless the City from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, the entity participating in the preparation of its response to this RFP. Pre-contractual expenses are defined as expenses incurred by proposers and the selected consultant, if any, in:

- Preparing and submitting information in response to this RFP
- Negotiations with the City on any matter related to this procurement
- Costs associated with interviews, meetings, travel or presentations
- All other expenses incurred by a proposer/consultant prior to the date of award and a formal notice to proceed.

The City reserves the right to amend, withdraw and cancel this RFP. The City reserves the right to reject all responses to this request at any time prior to contract execution, or only award a partial contract for a limited scope of work. The City reserves the right to request or obtain additional information about any and all proposals.

City will follow protest procedures and dispute resolution process per 2 CFR Part 200.318(k), 2 CFR 172.5(c)(18).

ATTACHMENTS:

ATTACHMENT A(a) – EXHIBIT 10-H1 COST PROPOSAL

ATTACHMENT A(b) – EXHIBIT 10-H4 COST PROPOSAL FOR CONTRACTS WITH PREVAILING WAGES

ATTACHMENT B – EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

ATTACHMENT C – EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM

ATTACHMENT D – EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT

ATTACHMENT E – EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

ATTACHMENT F(a) – CITY'S STANDARD PROFESSIONAL SERVICES AGREEMENT

ATTACHMENT F(b) – EXHIBIT 10-R: A & E BOILERPLATE AGREEMENT LANGUAGE

ATTACHMENT G – CITY'S STANDARD INSURANCE REQUIREMENTS

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant

Consultant _____

Project No. _____ Contract No. _____ Date _____

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
(Project Manager)	_____	_____	\$ _____	\$ _____
(Sr. Civil Engineer)	_____	_____	\$ _____	\$ _____
(Envir. Scientist)	_____	_____	\$ _____	\$ _____
(Inspector)	_____	_____	\$ _____	\$ _____

LABOR COSTS

a) Subtotal Direct Labor Costs \$ _____

b) Anticipated Salary Increases (see page 2 for calculation) \$ _____

c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$ _____

INDIRECT COSTS

d) Fringe Benefits (Rate: ___%) e) Total Fringe Benefits [(c) x (d)] \$ _____

f) Overhead (Rate: ___%) g) Overhead [(c) x (f)] \$ _____

h) General and Administrative (Rate: ___%) i) Gen & Admin [(c) x (h)] \$ _____

j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** \$ _____

FIXED FEE

k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee _____%** \$ _____

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs			\$	\$
Equipment Rental and Supplies			\$	\$
Permit Fees			\$	\$
Plan Sheets			\$	\$
Test			\$	\$

l) **TOTAL OTHER DIRECT COSTS** \$ _____

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: _____ \$ _____

Subconsultant 2: _____ \$ _____

Subconsultant 3: _____ \$ _____

Subconsultant 4: _____ \$ _____

m) **TOTAL SUBCONSULTANTS' COSTS** \$ _____

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** \$ _____

TOTAL COST [(c) + (j) + (k) + (n)] \$ _____

NOTES:

- All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates should be based on consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$250,000.00	5000		\$50.00	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$50.00	+	2%	=	\$51.00	Year 2 Avg Hourly Rate
Year 2	\$51.00	+	2%	=	\$52.02	Year 3 Avg Hourly Rate
Year 3	\$52.02	+	2%	=	\$53.06	Year 4 Avg Hourly Rate
Year 4	\$53.06	+	2%	=	\$54.12	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.0%	*	5000	=	1000	Estimated Hours Year 1
Year 2	40.0%	*	5000	=	2000	Estimated Hours Year 2
Year 3	15.0%	*	5000	=	750	Estimated Hours Year 3
Year 4	15.0%	*	5000	=	750	Estimated Hours Year 4
Year 5	10.0%	*	5000	=	500	Estimated Hours Year 5
Total	100%		Total	=	5000	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year		
Year 1	\$50.00	*	1000	=	\$50,000.00	Estimated Hours Year 1	
Year 2	\$51.00	*	2000	=	\$102,000.00	Estimated Hours Year 2	
Year 3	\$52.02	*	750	=	\$39,015.00	Estimated Hours Year 3	
Year 4	\$53.06	*	750	=	\$39,795.30	Estimated Hours Year 4	
Year 5	\$54.12	*	500	=	\$27,060.80	Estimated Hours Year 5	
Total Direct Labor Cost with Escalation					=	\$257,871.10	
Direct Labor Subtotal before Escalation					=	\$250,000.00	
Estimated total of Direct Labor Salary Increase					=	\$7,871.10	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: _____

Title *: _____

Signature : _____

Date of Certification (mm/dd/yyyy): ____

Email: _____

Phone Number: _____

Address: _____

*An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

--

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(NON- PREVAILING WAGE CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant _____ Prime Consultant Subconsultant

Project No. _____ Contract No. _____ Participation Amount \$ _____ Date _____

For Combined Rate	Fringe Benefit % + General &Administrative %	=	Combined ICR%
OR			
For Home Office Rate	Fringe Benefit % + General &Administrative %	=	Home Office ICR%
For Field Office Rate	Fringe Benefit % + General &Administrative %	=	Field Office ICR%

Fee	=	%
-----	---	---

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate ⁴	% or \$ Increase	Hourly Range - or Classifications Only
	Straight ³	OT(1.5x)	OT(2x)	From	To			
John Doe – Project Manager Civil Engineer II	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		Not Applicable
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00		
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00		
Sue Jones – Construction Engineer/Inspector Engineer I	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		Not Applicable
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00		
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00		
Buddy Black – Claims Engineer Engineer III	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		Not Applicable
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00		
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00		
Land Surveyor	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	
Technician	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	

NOTES:

1. All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates should be based on the consultant's annual accounting period, established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant _____ Prime Consultant Subconsultant

Project No. _____ Contract No. _____ Date _____

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs			\$	\$
Equipment Rental and Supplies			\$	\$
Permit Fees			\$	\$
Plan Sheets			\$	\$
Test			\$	\$
Vehicle			\$	\$
Subconsultant 1:				\$
Subconsultant 2:				\$
Subconsultant 3:				\$
Subconsultant 4:				\$
Subconsultant 5:				\$

Note: Add additional pages if necessary.

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.

7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 7. Generally Accepted Accounting Principles (GAAP)
- 8. Terms and conditions of the contract
- 9. [Title 23 United States Code Section 112](#) - Letting of Contracts
- 10. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
- 11. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
- 12. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: _____

Title *: _____

Signature : _____

Date of Certification (mm/dd/yyyy): ____

Email: _____

Phone Number: _____

Address: _____

* An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

--

EXHIBIT 10-H3 COST PROPOSAL Page 1 of 2

COST PER UNIT OF WORK CONTRACTS
(GEOTECHNICAL AND MATERIAL TESTING)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant

Consultant _____

Project No. _____ Contract No. _____ Date _____

Unit/Item of Work:

(Example: Log of Test Boring for Soils Report, or ADL Testing for Hazardous Waste Material Study)
Include as many Items as necessary.

DIRECT LABOR	Hours	Billing Hourly Rate (\$)	Total (\$)
Professional (Classification)*	_____	_____	_____
Sub-professional/Technical**	_____	_____	_____
EQUIPMENT 1 (with Operator)	_____	_____	_____
EQUIPMENT 2 (with Operator)	_____	_____	_____

Consultant's Other Direct Costs (ODC) – Itemize:

Description of Item	Quantity	Unit	Unit Cost	Total
ODC Example: Travel/Mileage Costs			\$	\$
ODC Example: Mobilization/De-mobilization			\$	\$
ODC Example: Supplies/Consumables			\$	\$
ODC Example: Report			\$	\$
ODC (List more ODCs as applicable)			\$	\$
Subconsultant 1:				\$
Subconsultant 2:				\$
Subconsultant 3:				\$
Subconsultant 4:				\$
Subconsultant 5:				\$

Note: Attach additional pages if necessary.

TOTAL COST PER UNIT OF WORK \$ _____

NOTES:

- All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals. The cost proposal format shall not be amended.
- Hourly billing rates should be consistent with publicly advertised rates charged to all clients (Commercial, Private or Public).
- Mobilization/De-mobilization is based on site location and number and frequency of tests/items.
- ODC items shall be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered "tools of the trade" are not reimbursable.
- Billing Hourly Rates must be actual, allowable, and reasonable.

EXHIBIT 10-H3 COST PROPOSAL Page 2 of 2

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 13. Generally Accepted Accounting Principles (GAAP)
- 14. Terms and conditions of the contract
- 15. [Title 23 United States Code Section 112](#) - Letting of Contracts
- 16. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
- 17. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
- 18. [48 Code of Federal Regulation Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: _____

Title*: _____

Signature : _____

Date of Certification (mm/dd/yyyy): ____

Email: _____

Phone Number: _____

Address: _____

* An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Text area for:

EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

The Agency has established a DBE goal for this Contract of 15.00 %

OR

The Agency has not established a goal for this Contract. However, proposers are encouraged to obtain DBE participation for this contract.

1. TERMS AS USED IN THIS DOCUMENT

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- The term “Agreement” also means “Contract.”
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The Consultant must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF DBE INFORMATION

If there is a DBE goal on the contract, Exhibit 10-O1 *Consultant Proposal DBE Commitment* must be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-O2 *Consultant Contract DBE Information* must be included with the Request for Proposal. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer’s responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department’s DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).

- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - 1. The proposer is a DBE and will meet the goal by performing work with its own forces.
 - 2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
 - 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Business and Economic Opportunity Web site at: <http://www.dot.ca.gov/hq/bep/>.
 - 1. Click on the link titled *Disadvantaged Business Enterprise*;
 - 2. Click on Search for a DBE Firm link;
 - 3. Click on *Access to the DBE Query Form* located on the first line in the center of the page.

Searches can be performed by one or more criteria. Follow instructions on the screen.

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the

purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

**EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF
INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM**

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant's Full Legal Name: _____

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate:

Combined Rate _____ % **OR**

Home Office Rate _____ % and Field Office Rate (if applicable) _____ %

Facilities Capital Cost of Money _____ % (if applicable)

Fiscal period * _____

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the **fiscal period** as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in [Title 23 United States Code \(U.S.C.\) Section 112\(b\)\(2\); 48 CFR Part 31.201-2\(d\); 23 CFR, Chapter 1, Part 172.11\(a\)\(2\)](#); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost

accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - [23 CFR Part 172.11\(c\)\(4\)](#)
- False Claims Act - [Title 31 U.S.C. Sections 3729-3733](#)
- Statements or entries generally - [Title 18 U.S.C. Section 1001](#)
- Major Fraud Act - [Title 18 U.S.C. Section 1031](#)

All A&E Contract Information:

- Total participation amount \$ _____ on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is _____.
- Years of consultant’s experience with 48 CFR Part 31 is _____.
- Audit history of the consultant’s current and prior years (if applicable)

<input type="checkbox"/> Cognizant ICR Audit	<input type="checkbox"/> Local Gov’t ICR Audit	<input type="checkbox"/> Caltrans ICR Audit
<input type="checkbox"/> CPA ICR Audit	<input type="checkbox"/> Federal Gov’t ICR Audit	

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with [Title 23 U.S.C. Section 112\(b\)\(2\)](#), [48 CFR Part 31](#), [23 CFR Part 172](#), and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name** : _____ Title** : _____

Signature: _____ Date of Certification (mm/dd/yyyy): _____

Email** : _____ Phone Number** : _____

**An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: ***Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency’s invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.***

Distribution: 1) Original - Local Agency Project File
 2) Copy - Consultant
 3) Copy - Caltrans Audits and Investigations

INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENTCONSULTANT SECTION

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

LOCAL AGENCY SECTION

- 17. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 18. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 19. Proposed Contract Execution Date** - Enter the proposed contract execution date.
- 20. Consultant's Ranking after Evaluation** - Enter consultant's ranking after all submittals/consultants are evaluated. Use this as a quick comparison for evaluating most qualified consultant.
- 21. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 22. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 23. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 24. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 25. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Identify the type of covered federal action for which lobbying activity is or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, and print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04



PROFESSIONAL SERVICES AGREEMENT
(Engagement: SERVICE BEING PROVIDED)

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this **[DATE] 2019** (hereinafter, the “Effective Date”), by and between the CITY OF HUNTINGTON PARK, a municipal corporation (“CITY”) **[NAME OF CONSULTANT]**. (hereinafter, “CONSULTANT”). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term “Parties.” The capitalized term “Party” may refer to CITY or CONSULTANT interchangeably.

RECITALS

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

WHEREAS, on **[DATE]**, the CITY entered into a Professional Services Agreement (the “Master Agreement”) with **[NAME OF CONSULTANT]** to provide **[SERVICES]**; and

WHEREAS, on **[DATE]**, the Professional Services Agreement was assigned to the CONSULTANT, which assignment the City agreed to on **[DATE]**. CONSULTANT then commenced providing **[SERVICES]** services under the terms and conditions of said Master Agreement; and

WHEREAS, CONSULTANT represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees; and

WHEREAS, CONSULTANT further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, the execution of this Agreement was approved by the Huntington Park City Council at its Regular Meeting of **[DATE]**.

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

I.
ENGAGEMENT TERMS

- 1.1 SCOPE OF SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in that certain document entitled "Scope of Services" and attached hereto as **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and work necessary to competently perform and timely complete the services and tasks as set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 TERM: This Agreement shall have an initial term of [NUMBER] years commencing from the Effective Date unless terminated as provided elsewhere in this Agreement (hereinafter, the "Term"). Upon the conclusion of the Term, this Agreement may be renewed for a [YEARS] year extension term, upon mutual agreement of the Parties and approval from City Council, unless either Party issues written notice sixty (60) days in advance of its intent not to authorize an additional extension term. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as further set out herein.
- 1.3 COMPENSATION: During the term of this Agreement and any extension term provided herein, CONSULTANT shall perform the Services set forth in Section 1.2 above, at the rates of compensation set forth in the Rate Schedule reflected in **Exhibit "A"**. Subject to the CPI Index Adjustment section of **Exhibit "A"**, CONSULTANT further agrees that the total compensation for the Work shall not exceed the sum total of \$[AMOUNT] DOLLARS per year /(\$[AMOUNT]) per month (hereinafter, the "Base Fee"). CONSULTANT shall not exceed the Contract Price unless such added expenditure is first approved by the CITY Council acting in consultation with the City Manager. In the event CONSULTANT's charges are projected to exceed the Contract Price prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT's performance of any additional Work outside the Work as defined in Exhibit A, pending CITY approval of any anticipated expenditures in excess of the Contract Price or any other CITY-approved amendment to the compensation terms of this Agreement.
- 1.4 PAYMENT OF COMPENSATION: On the first of each month, CONSULTANT shall submit to CITY an itemized invoice for that month's Base Fee and indicating the additional services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of

each invoice, CITY shall pay any undisputed amounts. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

- 1.5 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the reasonable right to access and examine such records, without charge. CITY shall own and further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT shall deliver to CITY immediately and without delay, all written materials, including any electronic communications, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II.

PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager (hereinafter, the "CITY Representative") to act as its representative for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representative or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representative or their designee.
- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates [WHO CONSULTANT DESIGNATES] to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall constitute notice to CONSULTANT. CONSULTANT may, by written notice to CITY, advise CITY of any change in CONSULTANT Representative.

2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.

2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:

- A. CONSULTANT shall perform all Work skillfully, competently and in accordance with industry standards of CONSULTANT's profession;
- B. CONSULTANT shall perform all Work in a manner in accordance with this Agreement;
- C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*);
- D. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
- F. Except as otherwise set forth in this Agreement, all of CONSULTANT's employees and agents (including but not limited to subCONSULTANTS and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with its obligation set out herein or failure on the part of CONSULTANT's employees, agents, CONSULTANTS, subCONSULTANTS and subconsultants to fulfill its obligations herein. Such effort by CONSULTANT to correct any errors or omissions shall be commenced as soon as reasonably practicable upon their discovery or notice by either Party and shall be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing, in accordance with applicable industry standards. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that

CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and in accordance with applicable industry standards of CONSULTANT's profession.

2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY, which consent shall not be unreasonably withheld. CITY shall have up to sixty (60) calendar days to consider any proposed assignment by CONSULTANT. CONSULTANT can withhold consent where the CITY determines that the proposed assignee does not have the financial capacity to comply with the terms of this Agreement. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

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

2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, CONSULTANTS, subCONSULTANTS or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, CONSULTANTS, subCONSULTANTS or subconsultants fail or refuse to perform the Work in accordance with this Agreement, such officer, employee, agent,

CONSULTANT, subCONSULTANT or subconsultant shall be promptly removed by CONSULTANT and shall not be reassigned to perform any of the Work.

2.8 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements. To the extent that any changes in applicable law result in an increase in CONSULTANT's cost of performance, the Parties shall negotiate in good faith to reach a mutually agreeable price adjustment. Should the Parties fail to reach such an agreement within 30 days (or such other agreeable time period) of CONSULTANT's notice to CITY of its increased cost of performance, either Party may terminate this Agreement upon 60 days' written notice.

(a) In the event that water treatment violations occur following the effective date of this Agreement, subject to Sub-Section (b) below and the applicable Force Majeure provisions, the CONSULTANT shall, in respect of violations that may be imposed by Applicable Law and to the extent due to CONSULTANT's fault, be responsible for: fines, penalties, or damages. Prior to settlement or payment of any such fines, penalties or damages, the CONSULTANT reserves the right to contest government or private actions, suits or proceedings for violations through administrative procedures or otherwise.

(b) To the extent that violations of applicable laws, rules, regulations or permits are caused by failures in the facilities or causes beyond CONSULTANT's control, including the CITY's failure to approve recommended repairs or maintenance, CONSULTANT will use its best efforts to maximize performance of the Facilities but shall not be responsible for associated violations or damages, fines or penalties which result.

2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subCONSULTANT, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

2.10. INDEPENDENT CONSULTANT STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent CONSULTANTs and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, CONSULTANTs, subCONSULTANTs and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

2.11 CITY RESPONSIBILITIES: During the term of this Agreement, the CITY shall:

- a) obtain and maintain all state, federal, and local permits and licenses required for ownership, operation and maintenance of the Facilities, including without limitation, the CITY's Permits;
- c) comply with Applicable Law relating to the management, ownership, operation, maintenance, repair and replacement of the Facilities (to the extent that the responsibility of complying with those laws is not specifically assumed by the CONSULTANT under this Agreement). The CONSULTANT shall not be responsible for the CITY's failure to comply with any provision of Applicable Law that is not otherwise specifically assumed by the CONSULTANT hereunder.

III. INSURANCE

3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:

- A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
- B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
- C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California. However, if the CONSULTANT has no employees, for example a sole practitioner or a partner in a firm with only contracted support staff, then Workers' Compensation is not required by the State. CONSULTANT shall the city's form stating they are either the owner of the organization or a partner, and are exempt from the State's workers' compensation requirements because they have no employees and agree to hold the Entity harmless from loss or liability for such. A waiver must be signed.
- D. Add Cyber if Cyber applies (insurance) Professional Liability (Errors and Omissions) Insurance appropriates to the Consultant's

E. profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
- 3.4 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.5 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
- 3.6 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subCONSULTANTS or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.
- 3.7 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.** All certificates of insurance and

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

IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to this Agreement subject to Paragraph 4.2 and 4.3. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 Work of CONSULTANT's Design Professionals Services: Except for direct claims by the Parties against each other, the duty to indemnify, defend and hold harmless as set forth under this subsection shall apply to the negligence, recklessness or willful misconduct of any individual who qualifies as a "design professional" within the meaning of subsection (c)(2) of section 2782.8 of the California Civil Code in so far as such negligence, recklessness or willful misconduct occurs in the performance work or activities that must be performed by a "design professional." Subject to the limitation of the preceding sentence, to the fullest extent permitted by law, CONSULTANT shall immediately defend and indemnify and hold harmless the CITY Indemnities, defined above, from and against any and all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of the negligence, recklessness, or willful misconduct of CONSULTANT or any of CONSULTANT's officers, employees, servants, agents, CONSULTANTs, subCONSULTANTs or authorized volunteers or any other person or entity involved by, for, or with or on behalf of CONSULTANT in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of CONSULTANT to indemnify, defend and hold harmless pursuant to this subsection includes the duty to defend as set forth in section 2778 of the California Civil Code. CONSULTANT's obligation to indemnify applies except to the extent that it is finally adjudicated that the liability was caused by the active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then CONSULTANT's indemnification obligation shall be reduced in proportion to the established comparative liability.
- 4.3 Work of All Other Persons/Non-Design Professionals: Except for direct claims by the Parties against each other and as otherwise provided under Section 4.2 of this Article, above, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless the CITY Indemnitees from and against all liability, loss, damage,

expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other reasonable costs and fees of litigation) of every nature to the extent caused by CONSULTANT's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, CONSULTANTs, subCONSULTANTs or subconsultants or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnify, defend or hold harmless for liability, loss, suit, damage, expense, or cost to the extent caused by the negligence or willful misconduct of any or all of the City Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this subsection is intended to encompass liabilities, losses, damages, expense and costs not otherwise subject to subsection 4.2, above.

- 4.4 CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.5 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 4.6 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subCONSULTANT or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subCONSULTANTs or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 4.7 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

- 4.8 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V.
TERMINATION

5.1 TERMINATION WITHOUT CAUSE: Except for the first two years of this Agreement, either Party may, by written notice to the other, immediately terminate this Agreement at any time for convenience and without cause by giving written notice to Consultant of such termination, which notice shall specify the effective date of such termination, which effective date shall not be less than 90 days from the written notice. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONSULTANT shall cure the following Events of Defaults within the following time periods:
- i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents

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

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT shall include, but shall not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violate any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary or involuntary; (v) CONSULTANT's refusal or failure to perform or observe any material covenant, condition, obligation or provision of this Agreement; and/or (vi) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.

- D. Either Party may also immediately suspend performance under this Agreement pending the Defaulting Party's cure of any Event of Default by giving said Party written notice of the Party's intent to suspend performance (hereinafter, a "Suspension Notice"). A Party may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT in accordance with this Agreement up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
- i. Upon a thirty (30) day written notice to CONSULTANT, the CITY may terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
 - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
 - iv. The CITY may exercise any other available and lawful right or remedy.
- G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.

5.3 **SCOPE OF WAIVER**: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI.
MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term “Documents and Data” means and includes all materials, equipment, reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subCONSULTANTS and subCONSULTANT working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subCONSULTANT or subCONSULTANT as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.

6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY’s name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

6.3 FALSE CLAIMS ACT: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.

6.4 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:
[NAME AND ADDRESS]

CITY:
City of Huntington Park
[DEPARTMENT]
6550 Mile Avenue
Huntington Park, CA 90255
Attn: [REP FOR CITY, TITLE]
Phone: (xxx) XXXXX
Fax: (xxx) XXXXX

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

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

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

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

be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.

6.20 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the two remaining counterparts shall remain with the City for archiving and day-to-day reference by the department responsible for administering the Agreement on the City's behalf.

6.21 Notwithstanding any provision to the contrary contained in this Agreement, in no event shall either party be liable for punitive damages.

6.22 FORCE MAJEURE: A party's performance of any obligation under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of any event of Force Majeure. In any such event, the party unable to perform shall be required to resume performance of its obligations under this Agreement upon the termination of the event or cause that excused performance hereunder. "Force Majeure" herein means an event which is beyond the reasonable control of a party, including without limitation: (a) acts of God; (b) flood, fire, earthquake, hurricane or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law that prevents CONSULTANT from performing its obligations as set forth in this Agreement; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority that prevents CONSULTANT from performing its obligations as set forth in this Agreement; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances, other than those involving the affected parties employees;] (i) shortage of adequate power or transportation facilities.

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF HUNTINGTON PARK:

[NAME OF CONSULTANT]

By: _____

By: _____

[REP FOR CITY]

Name: _____

[TITLE]

Title: _____

APPROVED AS TO FORM:

By: _____

City Attorney

EXHIBIT "A"
SCOPE OF WORK
(SEE ATTACHED)

EXHIBIT 10-R: A &E BOILERPLATE AGREEMENT LANGUAGE

(For Local Assistance Federal-aid Projects)

NOTE TO LOCAL AGENCY - BE SURE THAT YOUR LEGAL STAFF REVIEWS AND APPROVES ALL CONSULTANT CONTRACTS BEFORE EXECUTION. THIS AGREEMENT LANGUAGE IS RECOMMENDED LANGUAGE. MODIFY AS RECOMMENDED BY YOUR OWN LEGAL STAFF AND TO FIT YOUR PARTICULAR REQUIREMENTS AND PROJECT.

THE FISCAL AND FEDERAL PROVISIONS ARE REQUIRED IN ALL FEDERALLY FUNDED CONTRACTS. THE ORIGINAL INTENT OF THE ARTICLE SHALL REMAIN, IF MODIFIED BY YOUR LEGAL STAFF.

This exhibit contains fiscal requirements from 2 CFR 200 and may be used for state-only funded contracts as well.

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I INTRODUCTION.....	3
ARTICLE II CONSULTANT’S REPORTS OR MEETINGS.....	4
ARTICLE III STATEMENT OF WORK.....	5
ARTICLE IV PERFORMANCE PERIOD.....	6
ARTICLE V ALLOWABLE COSTS AND PAYMENTS.....	6
ARTICLE VI TERMINATION.....	11
ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS.....	12
ARTICLE VIII RETENTION OF RECORD/AUDITS.....	12
ARTICLE IX AUDIT REVIEW PROCEDURES	12
ARTICLE X SUBCONTRACTING	14
ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES.....	15
ARTICLE XII STATE PREVAILING WAGE RATES.....	15
ARTICLE XIII CONFLICT OF INTEREST.....	19
ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION	19
ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING.....	20
ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE	20
ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION	21
ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION.....	22
ARTICLE XIX INSURANCE	24
ARTICLE XX FUNDING REQUIREMENTS.....	25
ARTICLE XXI CHANGE IN TERMS.....	25
ARTICLE XXII CONTINGENT FEE.....	25
ARTICLE XXIII DISPUTES.....	25

ARTICLE XXIV INSPECTION OF WORK..... 26
ARTICLE XXV SAFETY 26
ARTICLE XXVI OWNERSHIP OF DATA 27
ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY’S CONSTRUCTION CONTRACTOR..... 27
ARTICLE XXVIII CONFIDENTIALITY OF DATA..... 28
ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION 28
ARTICLE XXX EVALUATION OF CONSULTANT 29
ARTICLE XXXI RETENTION OF FUNDS..... 29
ARTICLE XXXII NOTIFICATION..... 30
ARTICLE XXXIII CONTRACT 30
ARTICLE XXXIV SIGNATURES 30

ARTICLE I INTRODUCTION

This AGREEMENT is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the “CONSULTANT” is as follows:
(NAME OF CONSULTANT)

Incorporated in the State of (NAME OF STATE)
The Project Manager for the “CONSULTANT” will be (NAME)
The name of the “LOCAL AGENCY” is as follows:
(NAME)

The Contract Administrator for LOCAL AGENCY will be (NAME)

- B. The work to be performed under this AGREEMENT is described in Article III Statement of Work and the approved CONSULTANT’s Cost Proposal dated (DATE). The approved CONSULTANT’s Cost Proposal is attached hereto (Attachment #) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.
- C. CONSULTANT agrees to the fullest extent permitted by law, to indemnify, protect, defend, and hold harmless LOCAL AGENCY, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys’ and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this AGREEMENT on the part of CONSULTANT, except such loss or damage which was caused by the sole negligence, or willful misconduct of LOCAL AGENCY, as determined by a Court of competent jurisdiction. The provisions of this section shall survive termination or suspension of this AGREEMENT.
- D. CONSULTANT in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of City.
- E. LOCAL AGENCY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the LOCAL AGENCY as to the designation of tasks to be performed and the results to be accomplished.
- F. Any third party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and

holds LOCAL AGENCY harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.

- G. Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the Local AGENCY. However, claims for money due or which become due to CONSULTANT from City under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the LOCAL AGENCY.
- H. CONSULTANT shall be as fully responsible to the LOCAL AGENCY for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.
- I. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- J. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II CONSULTANT'S REPORTS OR MEETINGS

(Choose either Option 1 or Option 2)

(Option 1 - Use paragraphs A & B below for standard AGREEMENTs)

- A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the LOCAL AGENCY's Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the AGREEMENT.

(Option 2 - Use paragraphs A & B below for on-call AGREEMENTs)

- A. CONSULTANT shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report should be sufficiently detailed for LOCAL AGENCY's Contract Administrator or Project Coordinator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator or Project Coordinator, as needed, to discuss progress on the project(s).

ARTICLE III STATEMENT OF WORK

(Insert Appropriate Statement of work including a Description of the Deliverables) *in the following sections. If a section does not apply to the AGREEMENT, state “Not Applicable to this AGREEMENT.”*)

A. CONSULTANT Services

Detail based on the services to be furnished should be provided by CONSULTANT. Nature and extent should be verified in the negotiations to make precise statements to eliminate subsequent uncertainties and misunderstandings. Reference to the appropriate standards for design or other standards for work performance stipulated in CONSULTANT AGREEMENT should be included. Describe acceptance criteria, and if the responsible CONSULTANT/engineer shall sign all Plans, Specifications and Estimate (PS&E) and engineering data furnished under the AGREEMENT including registration number.

Environmental documents are not considered complete until a Caltrans District Senior Environmental Planner signs the Categorical Exclusion, a Caltrans Deputy District Director signs the Finding of No Significant Impact, or the Caltrans District Director signs the Record of Decision (see [LAPM Chapter 6: Environmental Procedures](#), and the Standard Environmental Reference).

B. Right of Way

State whether Right of Way requirements are to be determined and shown by CONSULTANT, whether land surveys and computations with metes and bounds descriptions are to be made, and whether Right of Way parcel maps are to be furnished.

C. Surveys

State whether or not the CONSULTANT has the responsibility for performing preliminary or construction surveys.

D. Subsurface Investigations

State specifically whether or not CONSULTANT has responsibility for making subsurface investigations. If borings or other specialized services are to be made by others under the supervision of CONSULTANT, appropriate provisions are to be incorporated. Archaeological testing and data recovery guidance can be found in the Standard Environmental Reference.

E. Local Agency Obligations

All data applicable to the project and in possession of LOCAL AGENC, another agency, or government agency that are to be made available to CONSULTANT are referred to in the AGREEMENT. Any other assistance or services to be furnished to CONSULTANT are to be stated clearly.

F. Conferences, Site Visits, Inspection of Work

This AGREEMENT provides for conferences as needed, visits to the site, and inspection of the work by representatives of the LOCAL AGENCY, State, and/or FHWA. Costs incurred by CONSULTANT for meetings, subsequent to the initial meeting shall be included in the fee.

G. Checking Shop Drawings

For AGREEMENTs requiring the preparation of construction drawings, make provision for checking shop drawings. Payment for checking shop drawings by CONSULTANT may be included in the AGREEMENT fee, or provision may be made for separate payment.

H. CONSULTANT Services During Construction

The extent, if any of CONSULTANT's services during the course of construction as material testing, construction surveys. etc., are specified in the AGREEMENT together with the method of payment for such services.

I. Documentation and Schedules

AGREEMENTs where appropriate, shall provide that CONSULTANT document the results of the work to the satisfaction of LOCAL AGENCY, and if applicable, the State and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the AGREEMENT objectives.

J. Deliverables and Number of Copies

The number of copies or documents to be furnished, such as reports, brochures, sets of plans, specifications, or Right of Way parcel maps shall be specified. Provision may be made for payment for additional copies.

ARTICLE IV PERFORMANCE PERIOD

A time must be set for beginning and ending the work under the AGREEMENT. The time allowed for performing the work is specified; it should be reasonable for the kind and amount of services contemplated; and it is written into the AGREEMENT. If it is desirable that Critical Path Method (CPM) networks, or other types of schedules be prepared by CONSULTANT, they should be identified and incorporated into the AGREEMENT.

A. This AGREEMENT shall go into effect on **(DATE)**, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The AGREEMENT shall end on **(DATE)**, unless extended by AGREEMENT amendment.

B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY.

Use paragraph C below in addition to paragraphs A & B above for on-call AGREEMENTs. On-call AGREEMENTs shall be 5 years maximum.

C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this AGREEMENT, the terms of the AGREEMENT shall be extended by AGREEMENT amendment prior to the expiration of the contract to cover the time needed to complete the task order in progress only. The maximum term shall not exceed five (5) years.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

(Choose either Option 1, 2, 3, or 4)

(Option 1 - Use paragraphs A through K below for Actual Cost-Plus-Fixed Fee AGREEMENTs. Use [Exhibit 10-H1: Cost Proposal Format](#))

A. The method of payment for this AGREEMENT will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT

in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY's approved overhead rate set forth in the Cost Proposal. In the event, that LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I" of this Article shall not be exceeded, unless authorized by AGREEMENT amendment.

- B. The indirect cost rate established for this AGREEMENT is extended through the duration of this specific AGREEMENT. CONSULTANT's agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or AGREEMENT award.
- C. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of \$(AMOUNT). The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT amendment.
- D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- E. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT.
- G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.
- H. CONSULTANT will be reimbursed promptly according to California Regulations upon receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

(LOCAL AGENCY/NAME OF CONTRACT ADMINISTRATOR)
(ADDRESS)

- I. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed \$(Amount).
- J. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by LOCAL AGENCY's Contract Administrator.
- K. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

(Option 2 - For Cost per Unit of Work AGREEMENTs, replace paragraphs A & B of Option 1 with the following paragraphs A, B, and C and re-letter the remaining paragraphs. Adjust as necessary for work specific to your project. Use [Exhibit 10-H3: Cost Proposal Format](#))

- A. The method of payment for the following items shall be at the rate specified for each item, as described in this Article. The specified rate shall include full compensation to CONSULTANT for the item as described, including but not limited to, any repairs, maintenance, or insurance, and no further compensation will be allowed therefore.
- B. The specified rate to be paid for vehicle expense for CONSULTANT's field personnel shall be \$(Amount) per approved Cost Proposal. This rate shall be for fully equipped vehicle(s) specified in Article III Statement of Work, as applicable. The specified rate to be paid for equipment shall be, as listed in the approved Cost Proposal.
- C. The method of payment for this AGREEMENT, except those items to be paid for on a specified rate basis, will be based on cost per unit of work. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment-rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead and other estimated costs set forth in the approved Cost Proposal, unless additional reimbursement is provided for, by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY approved overhead rate set forth in the approved Cost Proposal. In the event, LOCAL AGENCY determines that changed work from that specified in the approved Cost Proposal and AGREEMENT is required; the actual costs reimbursable by LOCAL AGENCY may be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I," of this article shall not be exceeded unless authorized by AGREEMENT amendment.

(Option 3 - Use paragraphs A through P for Specific Rates of Compensation Agreements [such as on-call Agreements]. This payment method shall only be used when it is not possible at the time of procurement to estimate the extent or duration of the work or to estimate costs with any reasonable degree of accuracy. The specific rates of compensation payment method should be limited to AGREEMENTs or components of AGREEMENTs for specialized or support type services where the CONSULTANT is not in direct control of the number of hours worked, such as construction engineering and inspection. Use [Exhibit 10-H2: Cost Proposal Format](#)).

- A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in the CONSULTANT's approved Cost Proposal. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this AGREEMENT. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate.
- B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal and identified in the approved Cost Proposal and in the executed Task Order.
- C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.
- D. After a project to be performed under this AGREEMENT is identified by LOCAL AGENCY, LOCAL AGENCY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a LOCAL AGENCY Project Coordinator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both LOCAL AGENCY and CONSULTANT.
- E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's approved Cost Proposal.

CONSULTANT shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. CONSULTANT is responsible for paying the appropriate rate, including escalations that take place during the term of the AGREEMENT.

- F. *(Local agency to include either (a) or (b) below; delete the other one)*
 - (a) Reimbursement for transportation and subsistence costs shall not exceed State rates.
 - (b) Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal. CONSULTANT will be responsible for transportation and subsistence costs in excess of State rates.
- G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval in the form of an AGREEMENT amendment for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.
- H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- I. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL

AGENCY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this AGREEMENT.

- J. A Task Order is of no force or effect until returned to LOCAL AGENCY and signed by an authorized representative of LOCAL AGENCY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by LOCAL AGENCY.
- K. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number, project title and Task Order number. Credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase, must be reimbursed by CONSULTANT prior to the expiration or termination of this AGREEMENT. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

(NAME OF LOCAL AGENCY/ NAME OF CONTRACT ADMINISTRATOR)
(ADDRESS)

- L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this AGREEMENT.
- M. The total amount payable by LOCAL AGENCY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by amendment.
- N. If CONSULTANT fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- O. Task Orders may not be used to amend the language (or the terms) of this AGREEMENT nor to exceed the scope of work under this AGREEMENT.
- P. The total amount payable by LOCAL AGENCY for all Task Orders resulting from this AGREEMENT shall not exceed \$ (Amount). It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this AGREEMENT through Task Orders.

(Option 4 - Use paragraphs A through E below for lump sum agreements. Use [Exhibit 10-H1: Cost Proposal Format](#))

- A. The method of payment for this AGREEMENT will be based on lump sum. The total lump sum price paid to CONSULTANT will include compensation for all work and deliverables, including travel and equipment described in Article III Statement of Work. No additional compensation will be paid to CONSULTANT, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the

total lump sum compensation will be negotiated between CONSULTANT and LOCAL AGENCY. Adjustment in the total lump sum compensation will not be effective until authorized by AGREEMENT amendment and approved by LOCAL AGENCY.

- B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONSULTANT. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT in accordance with the provisions of Article VI Termination.
- C. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this AGREEMENT.
- D. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice must be submitted within sixty (60) calendar days after completion of CONSULTANT's work unless a later date is approved by the LOCAL AGENCY. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

(LOCAL AGENCY/NAME OF CONTRACT ADMINISTRATOR)
(ADDRESS)

- E. The total amount payable by LOCAL AGENCY shall not exceed \$(Amount).

ARTICLE VI TERMINATION

- A. This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and in accordance with Section 15, Property of LOCAL AGENCY.
- B. LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination provided for in subsection A of this section.
- C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to LOCAL AGENCY for damages sustained by City by virtue of any breach of this AGREEMENT by CONSULTANT, and City may withhold any payments due to CONSULTANT

until such time as the exact amount of damages, if any, due City from CONSULTANT is determined.

- D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT, except as provided in Section 11C. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and in accordance with Section 15, Property of LOCAL AGENCY.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the CONSULTANT to LOCAL AGENCY.
- D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE VIII RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT. LOCAL AGENCY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSUTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

ARTICLE IX AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.
- D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
- E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by Caltrans Audits and Investigation (A&I). Caltrans A&I, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
1. During Caltrans A&I's review of the ICR audit work papers created by the CONSULTANT's independent CPA, Caltrans A&I will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans A&I identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by A&I.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.

- b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
 - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If Caltrans A&I is unable to issue a cognizant letter per paragraph E.1. above, Caltrans A&I may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans A&I will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
 3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if Caltrans A&I is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.
 4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) Caltrans A&I accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) Caltrans A&I has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X SUBCONTRACTING

- A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the LOCAL AGENCY and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the LOCAL AGENCY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the LOCAL AGENCY's obligation to make payments to the CONSULTANT.
- B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the LOCAL AGENCY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.
- C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.
- D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the LOCAL AGENCY.

- E. Any substitution of Subconsultants must be approved in writing by the LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

- A. Prior authorization in writing by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by LOCAL AGENCY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:
 - 1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.
 - 2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

ARTICLE XII STATE PREVAILING WAGE RATES

- A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
- B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (http://www.dot.ca.gov/hq/construc/LaborCompliance/documents/District-Region_Map_Construction_7-8-15.pdf). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work

performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations Internet site at <http://www.dir.ca.gov>.

D. Payroll Records

1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a. The information contained in the payroll record is true and correct.
 - b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representative's at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
 - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.
 - c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.
3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.

4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.
 5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
 6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.
- E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.
- F. Penalty
1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
 2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.
 3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.
 4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that

failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:

- a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
 - c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
 - d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.
5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.
 6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

2. CONSULTANTs and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII CONFLICT OF INTEREST

- A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project which will follow.
- B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.
- C. The CONSULTANT hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.
- D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING

(Include this article in all AGREEMENTs where federal funding will exceed \$150,000. If less than \$150,000 in federal funds will be expended on the AGREEMENT; delete this article and re-number the subsequent articles.)

- A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:
1. No State, Federal, or LOCAL AGENCY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
- C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

- A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.
- B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military

and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

- C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.
- E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

- A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:
 - 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 - 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;

3. Does not have a proposed debarment pending; and
 4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the U.S. General Services Administration are to be determined by FHWA.

ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. This AGREEMENT is subject to 49 CFR Part 26 entitled “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”. CONSULTANTs who enter into a federally-funded agreement will assist the LOCAL AGENCY in a good faith effort to achieve California's statewide overall DBE goal.
- B. The goal for DBE participation for this AGREEMENT is _____%. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in [Exhibit 10-01: Consultant Proposal DBE Commitment](#) , or in [Exhibit 10-02: Consultant Contract DBE Commitment](#) attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: *DBE Information – Good Faith Efforts* to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.
- D. DBEs and other small businesses, as defined in 49 CFR Part 26 are encouraged to participate in the performance of AGREEMENTs financed in whole or in part with federal funds. The LOCAL AGENCY, CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LOCAL AGENCY deems appropriate, which may include, but is not limited to:
- (1) Withholding monthly progress payments;

- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible

- E. A DBE firm may be terminated only with prior written approval from LOCAL AGENCY and only for the reasons specified in 49 CFR §26.53(f). Prior to requesting LOCAL AGENCY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR §26.53(f). If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- F. Consultant shall not be entitled to any payment for such work or material unless it is performed or supplied by the listed DBE or by other forces (including those of Consultant) pursuant to prior written authorization of the LOCAL AGENCY's Contract Administrator.
- G. A DBE is only eligible to be counted toward the AGREEMENT goal if it performs a commercially useful function (CUF) on the AGREEMENT. CUF must be evaluated on an agreement by agreement basis. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the AGREEMENT is commensurate with the work it is actually performing, and other relevant factors.
- H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- K. Upon completion of the AGREEMENT, a summary of these records shall be prepared and submitted on the form entitled, [Exhibit 17-F: Final Report-Utilization of Disadvantaged Business Enterprise \(DBE\) First-Tier Subconsultants](#), certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment

until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.

- L. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within thirty (30) calendar days.
- M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

ARTICLE XIX INSURANCE

(Choose either Option 1 or Option 2)

(Option 1 - for AGREEMENT with a scope of services that may require the CONSULTANT or subconsultant to work within the operating state or Local Agency Highway Right of Way; where there would be exposure to public traffic or construction operations).

- A. Prior to commencement of the work described herein, CONSULTANT shall furnish LOCAL AGENCY a Certificate of Insurance stating that there is general comprehensive liability insurance presently in effect for CONSULTANT with a combined single limit (CSL) of not less than one million dollars (\$1,000,000) per occurrence.
- B. The Certificate of Insurance will provide:
 - 1. That the insurer will not cancel the insured's coverage without thirty (30) calendar days prior written notice to LOCAL AGENCY.
 - 2. That LOCAL AGENCY, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this AGREEMENT are concerned.
 - 3. That LOCAL AGENCY will not be responsible for any premiums or assessments on the policy.
- C. CONSULTANT agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this AGREEMENT. In the event said insurance coverage expires at any time or times during the term of this AGREEMENT, CONSULTANT agrees to provide at least thirty (30) calendar days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the AGREEMENT, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of LOCAL AGENCY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, LOCAL AGENCY may, in addition to any other remedies it may have, terminate this AGREEMENT upon occurrence of such event.

(Option 2 - for AGREEMENTs with a scope of services that will not require the CONSULTANT or subconsultant to work within the operating state or Local Agency Highway Right of Way where there would be exposure to public traffic or construction CONSULTANT operations).

CONSULTANT is not required to show evidence of general comprehensive liability insurance.

ARTICLE XX FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.
- B. This AGREEMENT is valid and enforceable only, if sufficient funds are made available to LOCAL AGENCY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

ARTICLE XXI CHANGE IN TERMS

- A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by LOCAL AGENCY's Contract Administrator.

ARTICLE XXII CONTINGENT FEE

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXIII DISPUTES

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five

(45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

(Choose either Option 1 or Option 2)

(Option 1 - Use paragraphs A through C below for all AGREEMENTs without PS&E submittal)

- A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and (Insert Department Head or Official), who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than thirty (30) calendar days after completion of all work under the AGREEMENT, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

(Option 2 - Replace Paragraph B, above, with the following for AGREEMENTs requiring the submission of PS&E)

- B. Not later than thirty (30) calendar days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

ARTICLE XXIV INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

ARTICLE XXV SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Vehicle Code §591, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

(Add the following paragraph to all AGREEMENTs, which may require trenching of five feet or deeper)

- D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in Labor Code §6500 and §6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

ARTICLE XXVI OWNERSHIP OF DATA

- A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of City, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and CONSULTANT shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to City which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by City.
- B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City.
- C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City's sole risk.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL

AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.

- C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

ARTICLE XXVIII CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.

(For PS&E contracts add paragraph F, below, to paragraphs A through E, above)

- E. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than LOCAL AGENCY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this Contract are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of City or except by court order. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, City has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, City's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

ARTICLE XXXI RETENTION OF FUNDS

(LOCAL AGENCY to include either B, C, or D below; delete the other two)

- B. No retainage will be withheld by LOCAL AGENCY from progress payments due the CONSULTANT. Retainage by the CONSULTANT or subconsultants is prohibited, and no retainage will be held by the CONSULTANT from progress due subconsultants. Any violation of this provision shall subject the violating CONSULTANT or subconsultants to the penalties, sanctions, and other remedies specified in Business and Professions Code §7108.5. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by the CONSULTANT or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE CONSULTANT and subconsultants.
- C. No retainage will be held by the LOCAL AGENCY from progress payments due the CONSULTANT. Any retainage held by the CONSULTANT or subconsultants from progress payments due subconsultants shall be promptly paid in full to subconsultants within thirty (30) calendar days after the subconsultant's work is satisfactorily completed. Federal law (49 CFR §26.29) requires that any delay or postponement of payment over thirty (30) calendar days may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of this provision shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified in Business and Professions Code §7108.5. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by the CONSULTANT, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE CONSULTANT and subconsultants.
- D. The LOCAL AGENCY shall hold retainage from the CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by LOCAL AGENCY, of the AGREEMENT work, and pay retainage to CONSULTANT based on these acceptances. The CONSULTANT, or subconsultant, shall return all monies withheld in retention from a subconsultant within thirty (30) calendar days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the AGREEMENT work by the LOCAL AGENCY. Federal law (49 CFR §26.29) requires that any delay or postponement of payment over thirty (30) calendar days may take place only for good cause and with LOCAL AGENCY's prior written approval. Any violation of this provision shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified in Business and Professions Code §7108.5. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment

by the CONSULTANT, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE CONSULTANT and subconsultants.

ARTICLE XXXII NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:

(CONSULTANT)

_____, Project Manager
(NAME)

(ADDRESS)

LOCAL AGENCY:

(LOCAL AGENCY)

_____, Contract Administrator
(NAME)

(ADDRESS)

ARTICLE XXXIII CONTRACT

The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

ARTICLE XXXIV SIGNATURES

(Name of LOCAL AGENCY)

(Name of CONSULTANT)

(Signature)
(Name of Signer)

(Signature)
(Name of Signer)

Date: _____

Date: _____



INSURANCE REQUIREMENTS

The City of Huntington Park requires that applicants must submit to the Office of the City Clerk proof of Liability Insurance in the following amounts.

Coverage shall be at least as broad as:

- **General Liability** – Minimum Limits of: *(Pending Event)*
 - **\$1,000,000** per occurrence and **\$2,000,000** general aggregate;
 - **\$2,000,000** per occurrence and **\$4,000,000** general aggregate; or
 - Other: _____

for bodily injury, personal injury and property damage, including operations, products and completed operations

- **Automobile Liability** – if vendor has no owned autos, Code 8 (hired) and Code 9 (non-owned), with limits of no less than **\$1,000,000** per accident for bodily injury and property damage. (Note – required only if auto is used in performance of work)
- **Workers Compensation** – required by the State of California, with statutory limits, and employer's liability insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. (Note – required only if vendor has employees)

Special Events serving/selling alcohol must also include **Liquor Liability (limits will vary depending on event type)*

The General Liability policy is to contain, or to be endorsed to contain the following:

- The City of Huntington Park, its officers, officials, employees, and volunteers are to be covered as additional insureds.

Special Event Holder or Permittee shall hold harmless, defend and indemnify Entity and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the Entity.

Certificate Holder:

- City of Huntington Park, 6550 Miles Avenue, Huntington Park, CA 90255

Acceptability of Insurers:

- Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Entity.

A typed legible name of the Authorized representative must accompany the signature on the certificate of insurance and/or the true and certified copy of the policy

**THE ENDORSEMENT PAGE MUST ACCOMPANY THE ACORD FORM
CERTIFICATE OF LIABILITY.**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

DATE

Must have a Contact Name & Phone number or email address

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Agent or Broker Name & Address	CONTACT NAME:	
	PHONE (INC. No. Ext):	FAX (A/C. No.):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Insured Name & Address	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

Insurance Company Name(s)

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

General Liab.
 Each Occurrence: \$2,000,000
 Damage to Rented Premises: \$1,000,000
 Med Exp: \$5,000
 Personal & Adv Injury: \$1,000,000
 General Aggregate: \$4,000,000
 Products: \$1,000,000

INSR LTR	TYPE OF INSURANCE	INSURER(S)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PER. <input type="checkbox"/> LOC OTHER:		Policy Number	Current Policy Period		EACH OCCURRENCE DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		Policy Number	Current Policy Period		COMBINED SINGLE LIMIT (EA ACCIDENT) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Policy Number	Current Policy Period		PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT

Must mark either a "Y" or "X"

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

"The City of Huntington Park, its officers, officials, employees, and volunteers are to be covered as additional insureds."

CERTIFICATE HOLDER CANCELLATION

City of Huntington Park 6550 Miles Avenue Huntington Park, CA 90255	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE SIGNATURE
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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

Must be in ACCORD 25 (2016/03) or ACCORD 25 (2014/01) any other form will **NOT** be acceptable

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

“The City of Huntington Park, its officers, officials, employees, and volunteers are to be covered as additional insureds.”

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
 - 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

August 20, 2019

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL OF HUNTINGTON PARK GREENWAY CAPITAL IMPROVEMENT PROJECT (CIP) 2018-08 100% DESIGN OF PLANS, SPECIFICATIONS AND ENGINEER'S ESTIMATE AND AUTHORIZATION TO PROCEED WITH BID ADVERTISEMENT

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve Huntington Park Greenway Project CIP 2018-08 100% design of Plans, Specifications and Engineer's Estimate (PS&E);
2. Approve Environmental Assessment as follows: The proposed project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15301 as a Class 1 and 15304 Class 4 categorical exemption; and
3. Authorize Public Works Department to proceed with bid advertisement for construction.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The State of California Natural Resources Agency (CNRA) solicited applications in 2017 for a grant that supports projects that aim to reduce greenhouse gases by sequestering carbon, decreasing energy consumption and reducing vehicle miles traveled. One of the objectives of the grant was for public agencies to convert existing environments into green spaces that improve air and water quality and provide opportunities for walking, biking and recreational purposes. City Council authorized staff to submit the grant application via adoption of Resolution No. 2017-10 at the April 18, 2017 City Council meeting.

On November 14, 2017, CNRA publicly announced \$76 million in funding for 39 green infrastructure projects through the state's Urban Greening Program. The City was a recipient of \$4,700,000 for the Huntington Park Greenway Project (Project). CNR awarded the grant to the City, which included the design, project management, oversight and construction of the linear park project.

CONSIDERATION AND APPROVAL OF HUNTINGTON PARK GREENWAY CAPITAL IMPROVEMENT PROJECT (CIP) 2018-08 100% DESIGN OF PLANS, SPECIFICATIONS AND ENGINEER'S ESTIMATE AND AUTHORIZATION TO PROCEED WITH BID ADVERTISEMENT

August 20, 2019

Page 2 of 4

The project consists of the following:

The project is a 0.5-mile linear, 6-acre greenway park project that will utilize ten (10) Los Angeles Department of Water and Power parcels to construct the park. The park will be located just south of Salt Lake Park, and encompass Florence Avenue to the north, Santa Ana Street to the south, California Avenue to the east and State Street to the west.

The following is the construction schedule for the Huntington Park Greenway Project:

Construction Activity	Schedule
Environmental CEQA Review	March 2018 – June 2019
City Council Authorization to Publish NIB	July 16, 2019
City Council Authorization to Solicit CMCI Proposals	July 16, 2019
NIB Timeframe	July 19 to August 21, 2019
Publicly Opens Bids	August 21, 2019
City Council Award of Bid and CMCI Proposal	September 3, 2019
Issue contractor Notice to Proceed	September 23, 2019
Construction Period (120 working days)	September 23, 2019 – March 31, 2020
Ribbon Cutting Ceremony Grand Opening	April 22, 2020 (Earth Day)
Project Closeout	May 1 to May 30, 2020

City staff will coordinate with the construction manager to provide ample time for public outreach. The City is committed to informing the public and stakeholders in advance so they will know all issues affecting their interests and have an accurate picture of the City's proposed actions and plans. It is the Public Works Department's goal that all projects be reviewed carefully to identify the appropriate public involvement and outreach plan to ensure that the general public is informed and all stakeholders have had an opportunity to participate in key aspects of the project in a meaningful way. Educational outreach has been a strong component of the project from the inception.

LEGAL REQUIREMENT

Government Code Section 830.6 provides, "Neither a public entity nor a public employee is liable ... for an injury caused by the plan or design of a construction of, or an improvement to, public property where such plan or design has been approved in advance of the construction or improvement by the legislative body ... or employee exercising discretionary authority to give such approval or where such plan or design is prepared in conformity with standards previously approved"

The City Council's adoption of the PS&E provides the nexus to comply with Government Code Section 830.6. The intent of Section 830.6 is to prevent a judge or jury from second-guessing discretionary approvals made by the public agency and its employees regarding

CONSIDERATION AND APPROVAL OF HUNTINGTON PARK GREENWAY CAPITAL IMPROVEMENT PROJECT (CIP) 2018-08 100% DESIGN OF PLANS, SPECIFICATIONS AND ENGINEER'S ESTIMATE AND AUTHORIZATION TO PROCEED WITH BID ADVERTISEMENT

August 20, 2019

Page 3 of 4

a plan or design for a construction project. Staff's recommendation is for the approval of the 100% PS&E and the authorization to formally bid the project.

The approval of the PS&E documents assists in preparing consistent design deliverables that have been vetted through the project oversight from LADWP, internal City staff and the funding agency. PS&E was established based on a thorough quality control screening and review process. Approval of the PS&E is intended for use in the project deliverables that augment the City's existing infrastructure needs.

ENVIRONMENTAL

The original Notice of Exemption for the project was filed and recorded with the Los Angeles County Clerk's Office on July 5, 2018. Under Title 14. California Code of Regulations, Chapter 3. Guidelines for Implementation of the California Environmental Quality Act, Article 19. Categorical Exemptions, the following applies:

15301. Existing Facilities

Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing.

15304. Minor Alterations to Land

Class 4 consists of minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forestry or agricultural purposes.

FISCAL IMPACT/FINANCING

The initial total estimated project cost was \$6M, of which only \$4.7M was awarded to the City. The funding shortage of the original estimate requires slight modifications, though with the goal of keeping the essence of the original concept. Funding for the Project was partially budgeted in FY 18-19 for the design and outreach components of the grant and for construction management and construction in FY 19-20.

CONCLUSION

Upon Council approval, staff will proceed with the recommended actions.

CONSIDERATION AND APPROVAL OF HUNTINGTON PARK GREENWAY CAPITAL IMPROVEMENT PROJECT (CIP) 2018-08 100% DESIGN OF PLANS, SPECIFICATIONS AND ENGINEER'S ESTIMATE AND AUTHORIZATION TO PROCEED WITH BID ADVERTISEMENT

August 20, 2019

Page 4 of 4

Respectfully submitted,



RICARDO REYES
City Manager



DANIEL HERNANDEZ
Director of Public Works

ATTACHMENT(S)

A. Plans, Specifications & Engineer's Estimate

ITEM 7

Attachment A

Plans, Specifications & Engineer's Estimate

**AVILABLE IN THE
OFFICE OF THE CITY CLERK OFFICE**



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

August 20, 2019

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL OF AWARD OF CONTRACT FOR THE PROJECT AND CONSTRUCTION MANAGEMENT, INSPECTION AND ADMINISTRATION OF THE HUNTINGTON PARK GREENWAY CAPITAL IMPROVEMENT PROJECT (CIP) 2018-08

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Authorize Infrastructure Engineers (IE) under the currently approved Augmentation Contract to proceed with the Project and Construction Management, Inspection and Administration of the Huntington Park Greenway Project CIP 2018-08 for a fee based on the average of three (3) lowest construction cost bids;
2. Authorize the City Manager or designee to execute the Request for Services (RFS); or
3. Direct staff to publish a Request for Proposal (RFP) and solicit proposals from qualified firms to recertify the current 2005 SSMP and come back at a future City Council meeting requesting approval of the contract and authorizing the City Manager or designee to execute the contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City and the State of California Natural Resources Agency executed the Urban Greening Grant Agreement U29113-0 during Fiscal Year 2017-18. The project consists of the creation of a new 0.5-mile linear, 6-acre greenway park project that will utilize ten (10) Los Angeles Department of Water and Power parcels to construct the park. The park will be located just south of Salt Lake Park, and encompass Florence Avenue to the north, Santa Ana Street to the south, California Avenue to the east and State Street to the west.

CONSIDERATION AND APPROVAL OF AWARD OF CONTRACT FOR THE PROJECT AND CONSTRUCTION MANAGEMENT, INSPECTION AND ADMINISTRATION OF THE HUNTINGTON PARK GREENWAY CAPITAL IMPROVEMENT PROJECT (CIP) 2018-08

August 20, 2019

Page 2 of 3

Staff recommended approval of the plans, specifications and engineer's estimate (PS&E) of the Huntington Park Greenway Project CIP 2018-08 (Project) at the July 16, 2019 City Council meeting. City Council authorized the City Clerk to publish the Notice Inviting Bid (NIB) in the local newspaper to obtain construction bids. The Project requires construction management (CM) services to coordinate the effort of inspection and provide project oversight. CM services are the overall planning, coordination, and control of a project from beginning to completion.

Staff initiated a RFS from Infrastructure Engineers under the currently approved augmentation contract to oversee the construction of the Project. Staff seeks City Council direction to determine if additional solicitation is warranted for CM services. If so, staff will publish a formal RFP and solicit proposals from qualified firms to provide CM services for the Project.

LEGAL REQUIREMENT

Congress adopted the Brooks Act (P.L. 92-582), requiring the use of Qualifications-Based Selection (QBS) for the procurement of architect and engineering services. The use of QBS ensures that taxpayers receive highly technical architect and engineering services from the most experienced and most qualified firms at a fair and reasonable cost. California's QBS requirements can be found at Government Code sections 4525 et seq., also known as the Mini Brooks Act. City is awarding Infrastructure Engineers' with the professional services agreement based on demonstrating competence and qualifications for this type of services.

FISCAL IMPACT/FINANCING

Exhibit A-1 of the executed Urban Greening Grant Agreement U29113-0 allocates \$909,000 for Project Management and Outreach, Construction Administration, Design and Construction Documents and Permits/CEQA – Geotechnical Reports and Topographic Survey.

Infrastructure Engineers has submitted a RFS per the existing Augmentation contract (Attachment A). Once construction bids are obtained and staff reviews the bids for compliance with the NIB and determines the most responsive and responsible bidder, Infrastructure Engineers will submit a formal/final RFS for a not-to-exceed based on the average of the three lowest construction bids for City Council's concurrence. Staff will provide an account number associated with the CM portion of the project at the future City Council meeting when the construction contract is to be awarded.

If the direction of City Council is to release a RFP and solicit proposals for CM services, staff will come back at a future City Council meeting requesting approval of the award of the contract.

CONSIDERATION AND APPROVAL OF AWARD OF CONTRACT FOR THE PROJECT AND CONSTRUCTION MANAGEMENT, INSPECTION AND ADMINISTRATION OF THE HUNTINGTON PARK GREENWAY CAPITAL IMPROVEMENT PROJECT (CIP) 2018-08

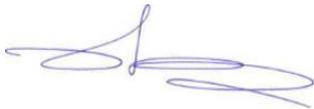
August 20, 2019

Page 3 of 3

CONCLUSION

Upon Council approval, staff will proceed with the recommended actions.

Respectfully submitted,



RICARDO REYES
City Manager



DANIEL HERNANDEZ
Director of Public Works

ATTACHMENT(S)

A. HP Greenway Project CIP 2018-08 – Infrastructure Engineers RFS CM Services

ATTACHMENT "A"

REQUEST FOR SERVICES



City of Huntington Park

TO: Ricardo Reyes, City Manager
DATE: July 10, 2019
FROM: Steve Forster, Senior Vice President
SUBJECT: **Greenway Linear Park Project – Construction Phase (FY 2019-2020)**

Acct. No.: _____

Type of Project: Public Works Community Development Traffic Park and Rec.

Description of Request: The scope also includes the Project Management, Construction Management, Inspection and Administration of the project.

Project Management and contract administration will include preparation of staff reports, Notice to Proceed issuance and other relative City correspondence, recommendations for change orders and progress payments during the project.

Construction Management and Inspection Services will include construction inspection, preparation of daily reports, review of change orders and progress payment requests, and coordinate soils testing service.

Infrastructure Engineers' (IE) fee should be based on the average of three (3) lowest Construction Cost bids per our current agreement. However, since the bids are not available at the moment IE fees for the above tasks is based on the engineers' construction cost estimate of \$3,750,000 as summarized in the table below. This will be adjusted at a later date once the actual bids are received by the City.

TASK	DESCRIPTION	COST
1	Project Management and Administration (2%)	\$ 75,000
2	Construction Management and Inspection (6%)	\$ 225,000
TOTAL		\$ 300,000

This RFS is for the above tasks of the project only and does not include any other tasks related to the project which is not listed herewith. A separate RFS shall be prepared for any additional tasks.

To be completed by Infrastructure Engineers:

Project Number: _____

Projected Date of Completion: July 9, 2020

Project Manager: Steve Forster

Estimated Cost of Services: \$300,000



Steve Forster, Senior Vice President

7/10/2019
Date

APPROVED TO PROCEED:

Ricardo Reyes, City Manager

Date