

# CITY OF HUNTINGTON PARK

## City Council

## Regular Meeting

## Agenda

**Tuesday, January 21, 2020**

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



**Jhonny Pineda**  
Council Member

**Marilyn Sanabria**  
Council Member

All agenda items and reports are available for review in the City Clerk's Office and [www.hpca.gov](http://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](http://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 the Students of Pacific Elementary School's Robotics Team

"Certificate of Appreciation," Presented to Ms. Feliza Perez, Program Director of Un Paso Mas

"Certificate of Appreciation," Presented to Ms. Stephanie Reyes for Volunteering her time and Assistance with the Mayor's Holiday Award Program

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

RECONVENE TO OPEN SESSION

## **CLOSED SESSION ANNOUNCEMENT**

### **CONSENT 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 January 7, 2020.

#### **FINANCE**

**2. Approve Accounts Payable and Payroll Warrant(s) dated January 21, 2020**

### **END OF CONSENT CALENDAR**

### **REGULAR AGENDA**

#### **HUMAN RESOURCES**

**3. Consideration and Approval of First Amendment to the Employment Agreement for the Assistant City Manager**

**RECOMMENDATION OF ITEM UNDER CONSIDERATION:**

1. Approve First Amendment to the Employment Agreement for the Assistant City Manager; and
2. Authorize Mayor to execute the amendment.

#### **PARKS AND RECREATION**

**4. Consideration and Approval of Resolution Authorizing the Acceptance of the Dodgers RBI Program Grant from the Los Angeles Dodgers Foundation for the 2020 Baseball and Softball Season at Salt Lake Park**

**RECOMMENDATION OF ITEM UNDER CONSIDERATION:**

1. Adopt Resolution No.2020-37, Authorizing the acceptance of the Dodgers RBI Grant from the Los Angeles Dodgers Foundation for the 2020 Baseball season at Salt Lake Park; and
2. Authorize City Manager to execute all related grant documents.

## **REGULAR AGENDA (CONTINUED)**

### **PARKS AND RECREATION (CONTINUED)**

**5. Consideration and Approval to Enter into a Memorandum of Understanding (MOU) with BREATHE CALIFORNIA of Los Angeles County**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the Memorandum of Understanding (MOU) with BREATHE CALIFORNIA of Los Angeles County for no-cost youth partnership program; and
2. Authorize the City Manager to execute the MOU.

### **PUBLIC WORKS**

**6. Consideration and Approval for Authorization to Purchase Backhoe and Skip Loaders for the Public Works Department**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the purchase of Backhoe and Skip Loaders in the amount of \$93,999.15 from Account #111-8010-431.74-10 – Public Works Capital Equipment; and
2. Authorize City Manager or Designee to execute the Purchase Order.

**7. Consideration and Approval of 100% Design Plans, Specifications and Engineer's Estimate for CIP 2018-10 Zoe Avenue Trench and Pavement Repair Project, Authorize Staff to Proceed with Bid Advertisement and Approve First Amendment to Agreement with Transtech Engineers**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve 100% Plans, Specifications and Engineer's Estimate (PS&E) for CIP 2018-10 Zoe Avenue Trench and Pavement Repair Project (Project);
2. Authorize staff to publish the Notice Inviting Bid (NIB);
3. Approve first amendment to professional services agreement with Transtech Engineers to extend agreement for construction management services, effective September 26, 2019 through September 30, 2020;
4. Approve a budget appropriation in the amount of \$642,575 in Account No. 111-8020-432.76-03 from fund balance for this project, \$70,000 of which is for Transtech Engineers to complete the construction management phase of the Project; and
5. Authorize City Manager to execute agreement.

## **REGULAR AGENDA (CONTINUED)**

### **PUBLIC WORKS (CONTINUED)**

#### **8. Consideration and Approval of First Amendment to Contract Services Agreement with St. Francis Electric for Traffic Signal Maintenance Services**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve first amendment to the contract services agreement with St. Francis Electric to extend traffic signal maintenance services for a period of one year; and
2. Authorize City Manager to execute the agreement.

### **END OF REGULAR AGENDA**

### **PUBLIC HEARING**

#### **COMMUNITY DEVELOPMENT**

#### **9. Consideration and Approval of Ordinance Adopting by Reference the 2019 California Building, Residential, Electrical, Plumbing, Mechanical and Existing Building Codes with Los Angeles County Amendments, the Los Angeles County Green Building Standards, and the Los Angeles County Fire Code**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Conduct a public hearing;
2. Take public comment;
3. Waive second reading, and adopt Ordinance No. 2020-981, Adopting by reference and amend the 2019 California Building, Residential, Electrical, Mechanical, Plumbing Code and Existing Building Codes with Los Angeles County Amendments, the Los Angeles County Green Building Standards, and the Los Angeles County Fire Code;

### **END OF PUBLIC HEARING**

#### **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 in memory of Isaiah Angel Lopez, a young and longtime resident of Huntington Park, to a Regular Meeting on Tuesday, February 4, 2020 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](http://www.hpca.gov) not less than 24 hours prior to the meeting. Dated this 16<sup>th</sup> day of January, 2020.



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Donna G. Schwartz, CMC, City Clerk

Regular Meeting of the  
City of Huntington Park City Council  
Tuesday, January 7, 2020

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

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:00 p.m. on Tuesday, January 7, 2020, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Karina Macias presiding.

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

CITY OFFICIALS/STAFF: Ricardo Reyes, City Manager; Raul Alvarez, Assistant City Manager; Araceli Almazan, Legal; Cosme Lozano, Chief of Police; Cynthia Norzagaray, Director of Parks and Recreation; Nita McKay, Director of Finance & Administrative Services; Sergio Infanzon, Director of Community Development and Donna G. Schwartz, City Clerk.

**INVOCATION**

The invocation was led by Mayor Macias.

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Cris Galindo.

**PRESENTATIONS**

Council presented a "Certificate of Appreciation," to Cris Galindo for leading the Pledge of Allegiance.

Council presented the Mayor's Holiday Awards for "Best Decorated Homes" to: 3400 Olive for "Originality," 6722 Middleton Street for "Holiday Spirit," and 6504 Cedar Street for "Creativity." "Best Decorated Apartment Balconies" to: 3064 E. Gage Avenue Apt. B and 3046 E. Gage Avenue. "Best Decorated Neighborhood," to: E. 61<sup>st</sup> Place: 3618, 3631,3635 and 3638.

**PUBLIC COMMENT** – None.

**STAFF RESPONSE** – None.

City Manager Ricardo Reyes announced copies of regular agenda item 3 staff report and attachment was distributed to council at the start of the meeting, city clerk has copies available to the public.

City Attorney Arnold Alvarez-Glasman noted this item will also be discussed in closed session as item 4.

**CLOSED SESSION**

At 6:19 p.m. City Attorney Arnold Alvarez-Glasman, recessed to closed session.

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION  
Name of case: Huntington Park v Metropolitan Transportation Authority (MTA)  
Case Numbers: BC700789 and BC700790
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 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 Management Association (PMA)
4. CONFERENCE WITH LABOR NEGOTIATORS - Regarding Represented Employees - Government Code Section 54957.6(a)  
City's Designated Representative(s) for Negotiations: Ricardo Reyes, Nita McKay  
Employee Organization: Police Officers Association (POA)

At 7:22 p.m. Mayor Macias reconvened to open session with all Council Members present.

### **CLOSED SESSION ANNOUNCEMENT**

City Attorney Arnold Alvarez-Glasman announced all Council Members were present and briefed on closed session items 1-4. 1.) authority was given to the city attorney's office for resolution of the matter consistent with the mediator's proposal, by unanimous decision of the City Council. 2-4.) direction was given to city's negotiators for item 4 which also under regular agenda item 3, Council approved POA MOU, gave authority to City Manager to finalize the terms and further authorized the Mayor to execute once finalized.

### **CONSENT CALENDAR**

**Motion:** Council Member Ortiz moved to approve consent calendar, seconded by Council Member Sanabria. Motion passed 5-0, by the following vote:

ROLL CALL:

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

### **OFFICE OF THE CITY CLERK**

1. Approved Minute(s) of the following City Council Meeting(s):  
1-1. Regular City Council Meeting held December 17, 2019.

### **FINANCE**

2. Approved Accounts Payable and Payroll Warrant(s) dated January 7, 2020.

### **HUMAN RESOURCES**

3. Council approved the Memorandum of Understanding (MOU) between the City of Huntington Park and the Huntington Park Police Officer Association in substantially the form as presented to the City Council and provided authority to City Manager to finalize the MOU and the Mayor is authorized to execute the agreement once all terms are finalized.

### **END OF CONSENT CALENDAR**

### **PUBLIC HEARING**

### **COMMUNITY DEVELOPMENT**

4. **Consideration and Approval of Ordinance and Urgency Ordinance Adopting by Reference the 2019 California Building, Residential, Electrical, Plumbing, Mechanical and Existing Building Codes with Los Angeles County Amendments, the Los Angeles County Green Building Standards, and the Los Angeles County Fire Code**

City Attorney Arnold Alvarez-Glasman announced the item.

Mayor Macias opened the item up for public comment, there being none, closed public comment.

**Motion:** Council Member Ortiz moved to waive first reading, and introduce Ordinance No. 2020-981, Adopting by reference and amend the 2019 California Building, Residential, Electrical, Mechanical, Plumbing Code and Existing Building Codes with Los Angeles County Amendments, the Los Angeles County Green Building Standards, and the Los Angeles County Fire Code, set a Public Hearing for consideration, waive second reading and adopt said Ordinance for the January 21, 2020, City Council Meeting and waive further reading and adopt Urgency Ordinance No. 2020-982, Adopting by reference and amending the 2019 California Building, Residential, Electrical, Mechanical, Plumbing Code and Existing Building Codes with Los Angeles County Amendments, the Los Angeles County Green Building Standards, and the Los Angeles County Fire Code, seconded by Council Member Sanabria. Motion passed 5-0, by the following vote:

ROLL CALL:

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

**END OF PUBLIC HEARING**

**DEPARTMENTAL REPORTS** (Information only)

**WRITTEN COMMUNICATIONS** – None.

**COUNCIL COMMUNICATIONS**

Council Member Graciela Ortiz, thanked staff for all their support this past year, thanked Chief Lozano for his support in partnering with the school and wished all a Happy New Year.

Council Member Jhonny Pineda, wished all a Happy New Year.

Council Member Marilyn Sanabria, welcomed back everyone, wished all a Happy New Year, reminded the public about the Senior Pantry on the 16<sup>th</sup> and wished belated Happy Birthday to Chief of Police and Finance Director.

Vice Mayor Manuel “Manny” Avila, wished all a Happy New Year.

Mayor Karina Macias, wished all a Happy New Year, wished an early Happy Birthday to Council Member Ortiz and wished the best to those families who have someone in the military.

**ADJOURNMENT**

At 7:32 p.m. Mayor Macias adjourned the City of Huntington Park City Council to a Regular Meeting on Tuesday, January 21, 2020 at 6:00 P.M.

Respectfully submitted,

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Donna G. Schwartz, CMC  
City Clerk

## City of Huntington Park List of Funds

<b>Fund</b>	<b>Description</b>	<b>Fund</b>	<b>Description</b>
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  
01-21-2020**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
AAA ELECTRICAL SUPPLY INC	308639-00	535-8016-431.61-45	FOAM & SPLICING CONNECTORS	1,191.22
	308888-00	535-8016-431.61-45	PW STREET LIGHT SUPPLIES	1,020.89
	308888-01	535-8016-431.61-45	PW STREET LIGHT SUPPLIES	863.82
				<b>\$3,075.93</b>
ABBA TERMITE & PEST CONTROL	41278	111-7065-441.61-20	BEE REMOVAL FROM TREE	195.00
				<b>\$195.00</b>
AHUMADA, TERESA	21557	681-0000-228.70-00	WATER CREDIT REFUND	80.12
				<b>\$80.12</b>
ALL CITY MANAGEMENT SERVICES,INC	65577	111-7022-421.56-41	SCHOOL CROSSING SRVCS	8,204.82
				<b>\$8,204.82</b>
ALVAREZ-GLASMAN & COLVIN	2019-10-18981	111-0220-411.32-70	ADMIN LEGAL SRVCS 10/19	21,352.50
				<b>\$21,352.50</b>
AMERICAN EXPRESS	38684813	111-0110-411.66-05	COUNCIL MEETING EXPENSE	114.98
	QL4BASAHVRN	111-8020-431.61-20	EARTHQUAKE RESIDENCE MEETING	131.32
	74207859318	111-0210-413.59-15	CM REAG NETWORKING LUNCH	40.00
	NT_GCESV9TQ	111-0240-466.55-42	HOLIDAY PARADE FLYERS	537.86
	3769805414	111-5010-419.61-20	L2G EPIC-L.A.	1,020.00
	F607286	111-0110-411.58-22	COUNCIL PINEDA SUPPLIES	2,231.58
	E5EA3408-9A	111-0210-413.59-15	USC PRIDE PARKING EXPENSE	14.00
	G179207	111-0110-411.58-21	COUNCIL SANABRIA SUPPLIES	1,470.39
	41NWFS3PWA	111-0110-411.61-20	CITY COUNCIL DECORATIONS	8.36
	G179192	111-0110-411.58-23	COUNCIL ORTIZ SUPPLIES	462.59
	05847441	111-6010-466.55-50	MOVIE FOR HALLOWEEN	538.77
	00877831	111-6010-466.55-42	FOOD VETERAN'S DAY EVENT	79.98
	99999999309	111-6010-466.55-42	FOOD VETERAN'S DAY EVENT	11.16
	278727	111-0000-399.77-05	EXCURSION TINY TOT PROGRAM	120.00
	278727	111-6040-451.61-35	EXCURSION TINY TOT PROGRAM	120.00
	21105179324	111-6010-466.55-42	SUPPLIES TREE LIGHTING	150.50
	000067540	111-6065-451.57-46	FOOD SENIOR THANKSGIVING	301.77
	000082839	111-6065-451.57-46	FOOD SENIOR THANKSGIVING	17.77
	10026178537	111-7010-421.59-30	PD PAYPAL STC TRAINING	99.00
	10026178819	111-7010-421.59-30	PD PAYPAL STC TRAINING	99.00
	308IANP8YKE	111-7010-421.59-15	CREDIT	-49.50
	84136009322	111-7010-421.61-20	PD BADGE STICKERS	348.95
	10027426298	111-7010-421.59-15	PD TRAINING-T PEREZ	170.00
	66272019-10	111-6010-466.55-50	P&R HALLOWEEN SUPPLIES	96.71
	10280100218	111-6010-466.55-50	P&R HALLOWEEN SUPPLIES	48.47
	10290065458	111-6010-466.55-50	P&R HALLOWEEN SUPPLIES	43.96
	017832362	111-6010-466.55-50	P&R FOOD HALLOWEEN VOLUNT	140.00
	0047363	111-6010-466.55-50	FOOD HALLOWEEN VOLUNTEERS	130.84
	73011009303	111-6010-466.55-50	HALLOWEEN CANDY SUPPLIES	824.00
	0030492	111-6020-451.56-41	SUPPLIES DAY OF THE DEAD	86.97
	03640002	111-6010-466.55-50	HALLOWEEN STAGE DEPOSIT	869.87

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
01-21-2020**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
AMERICAN EXPRESS	03650001	111-6010-466.55-50	STAGE HALLOWEEN DEPOSIT	1,119.88
	03650002	111-6020-451.56-41	STAGE TREE LIGHTING DEPOSIT	985.37
	03650003	111-6010-451.73-10	DECORATIONS TREE LIGHTING	1,000.00
	000010017649	111-0000-399.77-05	ITEMS SENIOR THANKSGIVING	135.55
	000049603	111-0000-399.77-05	ITEMS SENIOR THANKSGIVING	75.00
	000049609	111-0000-399.77-05	ITEMS SENIOR THANKSGIVING	75.00
	32173929325	111-6010-466.55-42	P&R TREE LIGHTING EVENT	102.00
				<b>\$13,772.10</b>
AMERICAN UNION PRINTING	1255	111-0210-413.56-41	ADMIN MAIL CARDS SHIPPED	1,396.21
				<b>\$1,396.21</b>
ANDREW J. TSE	001	111-2030-413.56-41	GENERAL OFFICE HR SUPPORT	4,920.00
				<b>\$4,920.00</b>
ARAMARK UNIFORM & CAREER APPAREL	534770762	741-8060-431.56-41	PW UNIFORM RENTAL SRVC	183.45
	534821750	741-8060-431.56-41	PW UNIFORM RENTAL SRVC	183.45
				<b>\$366.90</b>
AT&T	11/20-12/19/19	111-7010-421.53-10	PD PHONE DISPATH SRVC	375.84
	1/1/20-1/31/20	111-9010-419.53-10	SALT LAKE INTERNET SRVCS	58.85
	12/21-1/20/20	111-9010-419.53-10	COMU CENTER INTERNET SRVC	58.85
	12/23-1/22/20	111-9010-419.53-10	PW YARD INTERNET SRVCS	58.85
	12/28-1/27/20	111-9010-419.53-10	R. PEREZ INTERNET SRVC	48.15
	12/28-1/27/20	111-9010-419.53-10	FREEDOM PARK INTERNET SRVC	48.15
				<b>\$648.69</b>
AT&T PAYMENT CENTER	11/28-12/27/19	111-7010-421.53-10	PD PHONE SERVICE	842.58
				<b>\$842.58</b>
BENEFIT ADMINISTRATION CORPORATION	6028507-IN	111-2030-413.56-41	FLEX ADMINISTRATION FEES	55.00
				<b>\$55.00</b>
BRINK'S INCORPORATED	3033329	111-9010-419.33-10	MONEY PROCESSING 12/2019	142.01
				<b>\$142.01</b>
CAL PRIVATE BANK-FIT	PPE 12/29/2019	111-0000-217.20-10	FEDERAL TAX DEPOSIT	51,086.73
				<b>\$51,086.73</b>
CAL PRIVATE BANK-MEDICARE	PPE 12/29/2019	111-0000-217.10-10	MEDICARE TAX DEPOSIT	7,249.39
				<b>\$7,249.39</b>
CAL PRIVATE BANK-SIT	PPE 12/29/2019	111-0000-217.20-20	STATE TAX DEPOSIT	18,010.91
				<b>\$18,010.91</b>
CALPRIVATE BANK	2401339B0026JJ0	111-0110-411.66-05	COUNCIL MEETING EXPENSE	96.69
	2443106AJBLRZ6Z	111-0110-411.66-05	COUNCIL MEETING SUPPLIES	4.91
	2469216A42XMTZK	111-0110-411.66-05	COUNCIL MEETING EXPENSE	158.40
	2469216A42XSSFT	111-0110-411.66-05	COUNCIL MEETING EXPENSE	12.50
	2469216AJ2XS039	111-0110-411.66-05	COUNCIL MEETING EXPENSE	85.00
	2443106AN2DZX31	111-0210-413.61-20	ADMIN OFFICE SUPPLIES	30.52
	24692166B12XA5R	111-0210-413.61-20	GROUND BREAKING SUPPLIES	11.50
	2469216AQ2XMP9K	111-0210-413.61-20	NNA- ADMIN NOTARY KIT	48.00
	24492159LRTRRAX	111-0210-413.59-15	PAYPAL-CCCA CONFERENCE	65.00
	24492159FRWMBPL	111-0210-413.61-20	CITY COUNCIL DINNER EXPENSE	54.85

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CALPRIVATE BANK	2401339AX01VFK0	111-0240-466.55-42	HOLIDAY PARADE SUPPLIES	176.29
	2413746B101L92A	111-0240-466.55-42	HOLIDAY PARADE POSTAGE	0.30
	2444500AV00WKC5	111-0240-466.55-42	HOLIDAY PARADE SUPPLIES	10.55
	2469216AX2XDY5P	111-0240-466.55-42	HOLIDAY PARADE SUPPLIES	30.50
	2449215AZRTPPS7	111-2030-413.64-05	CHAIRS HOLIDAY OPEN LUNCH	95.00
	24559309NS66KB9	111-2030-413.54-00	CSMFO JOB POSTING FIN TECH	275.00
	2469216AB2XZSB8	111-5010-419.61-20	CVS INT'L CODE COUNCIL	1,553.64
	2469216992X9P6N	111-6010-466.55-50	CITY HALLOWEEN SUPPLIES	104.72
	74692169A2XW9TD	111-6010-466.55-50	CREDIT HLOWEEN SUPPLIES	-77.16
	2449398AH0RKFJ0	111-7010-421.61-20	PTICKET.COM-PICO RIVERA	111.95
				<b>\$2,848.16</b>
CENTER FOR PUBLIC SAFETY MANAGEMENT	1774	111-0210-413.56-41	HP POLICE STUDY	1,628.17
				<b>\$1,628.17</b>
CHARTER COMMUNICATIONS	0511379121319	111-7010-421.53-10	PD INTERNET SRVC 12/131/12/20	154.98
	0514415010120	111-7010-421.53-10	PD INTERNET SRVC 12/30-1/29/20	654.85
	0019175010120	111-9010-419.53-10	ADMIN CABLE SRVC 12/30-1/29/20	27.12
	0444795010220	111-9010-419.53-10	FIN INTERNET SRVC 1/2-2/1/20	1,999.00
	0511353121919	111-9010-419.53-10	CIYT HALL INTERNET SRVC	194.97
	0389644010120	121-7040-421.56-14	PD TV SRVC 12/31-1/30/20	292.34
				<b>\$3,323.26</b>
CITIGUARD	33070	111-6010-451.73-10	SECURITY HOLIDAY PARADE	5,780.00
				<b>\$5,780.00</b>
CITY CLERKS ASSOCIATION OF CA	4899	111-1010-411.59-15	MEMBERSHIP RENEWAL1/20-6/20	85.00
	4900	111-1010-411.59-15	MEMBERSHIP RENEWAL1/20-6/20	35.00
				<b>\$120.00</b>
CITY OF HUNTINGTON PARK FLEXIBLE	PPE 12/29/2019	111-0000-217.30-30	MEDICAL REIMBURSEMENT 125	473.75
				<b>\$473.75</b>
CITY OF HUNTINGTON PARK GEA	PPE 12/29/2019	111-0000-217.60-10	GEA ASSOCIATION DUES	760.27
				<b>\$760.27</b>
CITY OF LAKEWOOD	4796	681-8030-461.42-05	ALESHIRE & WYNDER DEC 2019	67.98
	4796	681-8030-461.42-05	ALESHIRE & WYNDER NOV 2019	1,350.71
	4796	681-8030-461.42-05	ALESHIRE & WYNDER OCT 2019	2,318.77
				<b>\$3,737.46</b>
CIVIC PLUS	195695	111-0210-413.56-41	CITY WEBSITE ANNUAL SUPPORT	15,221.07
				<b>\$15,221.07</b>
CLINICAL LAB OF SAN BERNARDINO, INC	972165	681-8030-461.56-41	WATER TESTING 11/2019	226.00
				<b>\$226.00</b>
COLONIAL SUPPLEMENTAL INSURANCE	PPE 12/29/2019	111-0000-217.50-40	SUPPLEMENTAL INSURANCE	1,014.09
				<b>\$1,014.09</b>
CONCENTRA HEALTH SERVICES, INC.	13764737	111-2030-413.56-41	ANNUAL ADMINISTRATION FEE	125.00
				<b>\$125.00</b>

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CONCENTRA MEDICAL CENTERS	66182946	111-2030-413.56-41	PRE-EMPLOYMENT PHYSICAL	1,730.50
	66323090	111-2030-413.56-41	PRE-EMPLOYMENT PHYSICAL	361.00
	66487670	111-2030-413.56-41	PRE-EMPLOYMENT PHYSICAL	397.50
				<b>\$2,489.00</b>
COUNTY OF L.A. DEPT OF PUBLIC WORKS	REPW19120902926	221-8014-429.56-41	T. SIGNAL MAINTENANCE 11/19	181.39
				<b>\$181.39</b>
COUNTY OF LA DEPT OF PUBLIC WORKS	REPW19120902687	221-8014-429.56-41	TRAFFIC SIGNAL MAINTENANCE	1,906.08
				<b>\$1,906.08</b>
COUNTY OF LOS ANGELES	IN0789538	681-8030-461.56-41	BACKFLOW PREVENTION	37.00
	IN0794522	681-8030-461.56-41	BACKFLOW PREVENTION	106.00
	IN0794523	681-8030-461.56-41	BACKFLOW PREVENTION	777.00
	IN0794524	681-8030-461.56-41	BACKFLOW PREVENTION	37.00
	IN0794525	681-8030-461.56-41	BACKFLOW PREVENTION	37.00
	IN0794526	681-8030-461.56-41	BACKFLOW PREVENTION	74.00
	IN0794527	681-8030-461.56-41	BACKFLOW PREVENTION	296.00
	IN0796553	681-8030-461.56-41	BACKFLOW PREVENTION	37.00
				<b>\$1,401.00</b>
DAILY JOURNAL CORPORATION	B3322446	111-1010-411.56-41	CLERK'S PUBLICATION	110.00
				<b>\$110.00</b>
DATA TICKET INC.	107141	111-3010-415.56-41	BL CITATION PROCESS 10/19	10.00
	106305	111-5055-419.56-41	CODE ENFORCE CITATIO 9/19	110.00
	107070	111-7065-441.56-41	ANIMAL CONTROL PROC 10/19	81.00
	103119	111-9010-415.56-15	PRKING CITE PROCESS 6/19	10,600.34
	106128	111-9010-415.56-15	PRKING CITE PROCESS 9/19	8,348.69
	106957	111-9010-415.56-15	PRKING CITE PROCESS 10/19	10,450.17
	99005	111-9010-415.56-15	PRKING CITE PROCESS 2/19	21,400.97
	103119	111-9010-419.53-10	EQUIPMENT LEASE 6/19	581.28
	106128	111-9010-419.53-10	EQUIPMENT LEASE 10/19	582.48
	106128	111-9010-419.53-10	EQUIPMENT LEASE 9/19	582.23
	99005	111-9010-419.53-10	EQUIPMENT LEASE 2/19	598.08
DATAPROSE, INC.	DP1902407	681-3022-415.53-20	WATER BILLS POSTAGE 7/2019	1,567.23
	DP1904372	681-3022-415.53-20	WATER BILLS POSTAGE 12/2019	1,577.19
	DP1902407	681-3022-415.56-41	WATER BILLS 7/2019	1,145.59
	DP1904372	681-3022-415.56-41	WATER BILLS 12/2019	1,105.26
				<b>\$5,395.27</b>
DAY WIRELESS SYSTEMS	501067	111-7010-421.56-41	PD RADIO REPAIRS	752.81
	503945	111-7010-421.56-41	PD RADIO REPAIRS	75.00
				<b>\$827.81</b>
DE LAGE LANDEN	66218082	111-9010-419.44-10	CITY HALL COPIER LEASE 1/2020	2,092.10
				<b>\$2,092.10</b>
DELTA DENTAL INSURANCE COMPANY	BE003732038	111-0000-217.50-20	DELTA PREMIUM 1/2020	2,331.75
	BE003734292	111-0000-217.50-20	DELTA PREMIUM 1/2020	8,820.95
				<b>\$11,152.70</b>

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DEPARTMENT OF ANIMAL CARE & CONTROL	11/2019	111-7065-441.56-41	ANIMAL CARE COSTS 11/2019	10,962.35
				<b>\$10,962.35</b>
DEPARTMENT OF INDUSTRIAL RELATIONS	OSIP-67020	745-9030-413.52-30	WORKERS COMP ASSESSMENT	3,865.83
				<b>\$3,865.83</b>
DF POLYGRAPH	2019/10	111-7010-421.56-41	POLYGRAPH EXAMINATIONS	875.00
				<b>\$875.00</b>
DON MILLER & SONS PLUMBING SUPPLY	311445	111-8024-421.43-10	PD PLUMBING SUPPLIES	114.91
	311445A	111-8024-421.43-10	PD PLUMBING SUPPLIES	1,455.26
				<b>\$1,570.17</b>
ED FOLTZ AUTOMOTIVE & TRUCK SERVICE	56900	741-8060-431.43-20	REPAIR FOR CITY TROLLEY	510.08
				<b>\$510.08</b>
EDGEMONT CASTLE, LLC	22155-21310	681-0000-228.70-00	WATER CEDIT REFUND	300.00
				<b>\$300.00</b>
EL CHAMIZAL RESTAURANT	2231	111-0000-321.10-00	BUSINESS LICENSE REFUND	2,169.84
				<b>\$2,169.84</b>
ELECNR BELCO ELECTRIC, INC	14-0347-006	207-8016-429.73-10	SIGNAL SYNCHR/ BUS PYMT 6	52,725.00
	14-0347-006	222-8010-431.73-10	SIGNAL SYNCHR/ BUS PYMT 6	52,924.54
				<b>\$105,649.54</b>
ELIAS, MARY	23423	681-0000-228.70-00	WATER CREDIT REFUND	61.86
				<b>\$61.86</b>
ENNA HOZUMI	72578/75649	111-0000-228.20-00	P&R DEPOSIT REFUND	642.00
				<b>\$642.00</b>
EVENTS BY NOONAN	3496	111-6010-451.56-41	TREE LIGHTING DECORATIONS	985.38
				<b>\$985.38</b>
EXPRESS TRANSPORTATION SERVICES LLC	HPE01012020	111-0000-362.20-15	PROPERTY LEASE 12/2019	-2,000.00
	HPE01012020	111-0000-362.20-15	VEHICLE LEASE 12/2019	-500.00
	HPE01012020	219-0000-340.30-00	FAREBOX COLLECTION 12/2019	-4,454.00
	HPE01012020	219-8085-431.56-43	HP EXPRESS-DEC 2019	31,985.33
	DAR01012020	219-8085-431.56-45	HP DIAL A RIDE 1/2020	59,620.00
	HPE01012020	220-8085-431.56-43	HP EXPRESS-DEC 2019	31,985.33
	HPE01012020	222-8010-431.56-43	HP EXPRESS-DEC 2019	31,985.34
				<b>\$148,622.00</b>
F&A FEDERAL CREDIT UNION	PPE 12/29/2019	111-0000-217.60-40	EMPLOYEE DEDUCTION	9,875.50
				<b>\$9,875.50</b>
FERGUSON ENTERPRISES INC	8287548	111-8024-421.43-10	PD FAUCET MEN'S LOCKER	574.03
				<b>\$574.03</b>
FIRST CHOICE SERVICES	669505	111-9010-419.61-20	CIDY WIDE COFFEE SUPPLIES	136.19
				<b>\$136.19</b>
FLORES, GUILLERMO	21133	681-0000-228.70-00	WATER CREDIT REFUND	94.89
				<b>\$94.89</b>
FM THOMAS AIR CONDITIONING INC	40664	111-8024-421.43-10	PD AIR CONDITIONER SRVC	737.50
				<b>\$737.50</b>
FRANK KERMANI	HP010018273	111-0000-351.10-10	PARKING CITATION REFUND	55.00
				<b>\$55.00</b>

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GARCIA, FLAVIANO	21975-5280	681-0000-228.70-00	WATER CREDIT REFUND	66.19
				<b>\$66.19</b>
GLORIA SANDOVAL	HP020019458	111-0000-351.10-10	PARKING CITATION REFUND	55.00
				<b>\$55.00</b>
GRAINGER	9389285363	741-8060-431.43-20	SWIVEL BASE FLEET HOIST	220.30
	9389612509	741-8060-431.43-20	EXTENSION CORD FLEET HOIST	644.34
				<b>\$864.64</b>
HALLOWEEN CLUB	HP201901	111-6010-466.55-50	PD HALLOWEEN SUPPLIES	226.47
	HP201902	111-6010-466.55-50	PD HALLOWEEN SUPPLIES	192.24
				<b>\$418.71</b>
HASA, INC.	666063	681-8030-461.41-00	HYPO SODIUM CHLORIDE	392.72
	666064	681-8030-461.41-00	HYPO SODIUM CHLORIDE	204.90
	666065	681-8030-461.41-00	HYPO SODIUM CHLORIDE	239.05
	666066	681-8030-461.41-00	HYPO SODIUM CHLORIDE	307.35
	666642	681-8030-461.41-00	HYPO SODIUM CHLORIDE	251.00
	666643	681-8030-461.41-00	HYPO SODIUM CHLORIDE	162.21
	667206	681-8030-461.41-00	HYPO SODIUM CHLORIDE	228.80
	667208	681-8030-461.41-00	HYPO SODIUM CHLORIDE	184.41
	667524	681-8030-461.41-00	HYPO SODIUM CHLORIDE	102.45
	667525	681-8030-461.41-00	HYPO SODIUM CHLORIDE	240.65
	667526	681-8030-461.41-00	HYPO SODIUM CHLORIDE	170.75
HERNANDEZ SIGNS, INC.	4198	111-0110-411.66-05	2019 SIGNS HOLIDAY AWARDS	822.73
				<b>\$822.73</b>
HINDERLITER DE LLAMAS & ASSOCIATES	0032775-IN	111-9010-419.56-41	CONTRACT SRVCS SALES TAX	300.00
				<b>\$300.00</b>
HOME DEPOT - PUBLIC WORKS	81716	111-6010-466.55-50	P&R EXPENSES	134.28
	9522835	111-7010-421.61-20	PD EXPENSES	21.37
	1065382	111-8010-431.61-21	STREET OPERATION SUPPLIES	142.33
	1370296	111-8010-431.61-21	STREET OPERATION SUPPLIES	77.35
	5520546	111-8010-431.61-21	STREET OPERATION SUPPLIES	262.85
	9523705	111-8010-431.61-21	STREET OPERATION SUPPLIES	772.10
	3360251	111-8020-431.43-10	RESTROOMS SUPPLIES	141.03
	4380151	111-8020-431.43-10	ROOF SUPPLIES	1,854.21
	6380184	111-8022-419.43-10	PLUMBING SUPPLIES	231.87
	8380181	111-8023-451.43-10	BATTERIES TOWEL DISPENSER	213.46
	370272	111-8024-421.43-10	PD PLUMBING SUPPLIES	123.54
	9380199	111-8024-421.43-10	PD PLUMBING SUPPLIES	597.81
	2380189	111-8095-431.56-75	GRAFFITI SUPPLIES	631.13
	3390214	111-8095-431.56-75	GRAFFITI SUPPLIES	437.64
	390220	111-8095-431.56-75	GRAFFITI SUPPLIES	754.28
	7370280	111-8095-431.56-75	GRAFFITI SUPPLIES	784.91
	2013513	221-8010-431.61-21	MAINTENANCE SUPPLIES	747.83

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HOME DEPOT - PUBLIC WORKS	5380169	221-8012-429.61-20	TRAFFIC CONTROL SUPPLIES	157.17
	5370305	535-8016-431.61-45	SREET LIGHT SUPPLIES	272.49
	5064881	535-8090-452.61-20	PIPE IRRIGATION	50.52
				<b>\$8,408.17</b>
HUNTINGTON PARK POLICE MGMT ASSN.	PPE 12/29/2019	111-0000-217.60-10	PMA ASSOCIATION DUES	150.00
				<b>\$150.00</b>
HUNTINGTON PARK POLICE OFFICER ASSN	PPE 12/29/2019	111-0000-217.60-10	POA ASSOCIATION DUES	6,816.88
				<b>\$6,816.88</b>
HUNTINGTON PARK RUBBER STAMP CO.	BB022784	111-2030-413.61-20	ENGRAVED NAME PLATE	15.99
				<b>\$15.99</b>
IMPERIAL BUTTON	HP010017379	111-0000-351.10-10	PARKING CITATION REFUND	141.00
				<b>\$141.00</b>
INFRAMARK LLC	47550	283-8040-432.56-41	SEWER UTILITY MAINT 1/2020	12,935.80
	47550	681-8030-461.56-41	WATER UTILITY MAINT 1/2020	99,718.31
				<b>\$112,654.11</b>
INFRASTRUCTURE ENGINEERS	24769	152-6010-451.73-10	HP GREENWAY PROJECT 12/19	15,000.00
	24771	207-8016-429.73-10	SYNCHRO/BUS IMPROV 12/19	3,750.00
	24761	221-8014-429.56-41	TRAFFIC SIGNAL PLAN 12/19	4,480.00
	24637	222-8010-431.76-06	SLAUSON CONGESTION 10/19	12,228.40
	24672	222-8010-431.76-06	SLAUSON CONGESTION 11/19	12,228.40
	24792	222-8010-431.76-06	SLAUSON CONGESTION 12/19	50,728.40
				<b>\$98,415.20</b>
J & L GRAFFITI REMOVAL	2	111-8095-431.56-75	GRAFFITI SRVCS 10/2-10/31/19	14,933.50
	3	111-8095-431.56-75	GRAFFITI REMOVAL 11/2019	32,350.00
				<b>\$47,283.50</b>
J XTRA ENTERTAINMENT	1	111-6065-451.57-46	DJ SENIOR HOLIDAY EVENT	530.00
				<b>\$530.00</b>
J316 BUILDER	198	111-7024-421.56-41	JANITORIAL SRVCS 12/19	3,700.84
	198 (2)	111-7024-421.56-41	JANITORIAL SUPPLIES 12/19	688.50
	198	111-8020-431.56-41	JANITORIAL SRVCS 12/19	1,400.56
	198 (2)	111-8020-431.56-41	JANITORIAL SUPPLIES 12/19	413.10
	198	111-8022-419.56-41	JANITORIAL SRVCS 12/19	4,344.72
	198 (2)	111-8022-419.56-41	JANITORIAL SUPPLIES 12/19	918.00
	198	111-8023-451.56-41	JANITORIAL SRVCS 12/19	11,473.09
	198 (2)	111-8023-451.56-41	JANITORIAL SUPPLIES 12/19	2,570.40
				<b>\$25,509.21</b>
JANETTE MARTINEZ	HP090002211	111-0000-351.10-10	PARKING CITATION REFUND	51.00
				<b>\$51.00</b>
JCL TRAFFIC	103225	741-8060-431.43-20	CITY SEALS FLEET VEHICLES	72.27
				<b>\$72.27</b>
JERRY'S AUTO BODY, INC.	31698	741-8060-431.43-20	REPAIR PD DRIVER SIDE DOOR	403.60
				<b>\$403.60</b>
JOEL GORDILLO	DECEMBER 2019	111-1010-411.56-41	VIDEOGRAPHER 12/2019	1,650.00
				<b>\$1,650.00</b>

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JOSE CRUZ MEJIA	72382/75474	111-0000-228.20-00	P&R DEPOSIT REFUND	500.00
				<b>\$500.00</b>
JULIO QUINONEZ	10020003633112	111-8020-431.15-20	TOOL REIMBURSMENT FY19/20	206.51
	935917182770383	111-8020-431.15-25	BOOT REIMBURSMENT FY19/20	6.31
	935917182770383	111-8022-419.15-25	BOOT REIMBURSMENT FY19/20	31.54
	935917182770383	111-8023-451.15-25	BOOT REIMBURSMENT FY19/20	44.16
	935917182770383	111-8024-421.15-25	BOOT REIMBURSMENT FY19/20	44.16
				<b>\$332.68</b>
KONICA MINOLTA BUSINESS SOLUTIONS	263391510	111-0110-411.43-05	COUNCIL COPIER LSE 12/19	105.22
	263391514	111-0110-411.43-05	COUNCILCOPIER 10/1-12/31	116.56
	263391510	111-0210-413.43-05	ADMIN COPIER LSE 12/19	105.22
	263391514	111-0210-413.43-05	ADMIN COPIER 10/1-12/31	117.57
	263391188	111-9010-419.43-15	FIN COPIER LEASE 12/2019	359.99
	263391191	111-9010-419.43-15	FIN COPIER LSE 10/1-12/31	343.59
	263391599	111-9010-419.43-15	FIN REV COPIER 10/1-12/31	162.88
	2633991597	111-9010-419.43-15	FIN REV COPIER LSE 12/19	280.66
				<b>\$1,591.69</b>
LACMTA	104994	219-8085-431.58-50	METRO TAP CARDS 12/2019	4,660.00
				<b>\$4,660.00</b>
LAN WAN ENTERPRISE, INC	64752	111-0210-413.74-10	ADMIN ACM EQUIPMENT	2,304.35
	65257	111-7010-419.43-15	IT SERVICES 1/2020	21,687.50
	64787	111-7010-421.61-20	PD KEYBOARD & MOUSE	192.60
	65207	111-7010-421.74-10	PD NEW SERVER/SOFTWARE	76,464.55
	64598	111-7040-421.61-32	PD DISPATCH MICRO TOWER	896.65
	65257	111-9010-419.43-15	IT SERVICES 1/2020	21,687.50
	65204	111-9010-419.74-10	NEW COMPUTERS/OFFI SOFTWR	38,833.65
	65205	111-9010-419.74-10	PD NEW COMPUTERS/SOFTWARE	79,742.49
	65206	111-9010-419.74-10	NEW SERVER/ LICENSES	51,217.91
				<b>\$293,027.20</b>
LEGAL SHIELD	GROUP # 0143713	111-0000-217.60-50	ID THEFT PREMIUM 12/2019	80.70
				<b>\$80.70</b>
LGP EQUIPMENT RENTALS INC	112677	111-8010-431.44-10	LIGHT POWERS RENTAL	1,014.39
	111704	111-8010-431.61-21	ONE YARD OF CONCRETE	249.42
	113004	111-8010-431.61-21	1.75 YARDS OF CONCRETE	431.16
	112681	741-8060-431.43-20	PROPANE PD TRAILER	100.00
				<b>\$1,794.97</b>
LIEBERT CASSIDY WHITMORE	1489439	111-0220-411.32-70	ADMIN LEGAL SRVC 11/2019	948.00
				<b>\$948.00</b>
MACKEY INDUSTRIAL REPAIR	4574	741-8060-431.43-20	REPAIR HYDRAULIC CYLINDER	940.00
				<b>\$940.00</b>
MAGIC JUMP RENTALS, INC.	243354	111-6020-451.56-41	P&R HEALTH EXPO JUMPERS	1,398.00
				<b>\$1,398.00</b>
MANAGED HEALTH NETWORK	PRM-046900	111-0000-217.50-60	HEALTH PREMIUM 1/2020	1,351.84
				<b>\$1,351.84</b>

**CITY OF HUNTINGTON PARK  
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
MARIO CASTRO MARTINEZ	HP050018337	111-0000-351.10-10	PARKING CITATION REFUND	35.00
				<b>\$35.00</b>
MARY GRAY	HP010010628	111-0000-351.10-10	PARKING CITATION REFUND	90.00
	HP020015268	111-0000-351.10-10	PARKING CITATION REFUND	55.00
				<b>\$145.00</b>
MAYRA REYES	22331-7164	681-0000-228.70-00	WATER DEPOSIT REFUND	200.00
				<b>\$200.00</b>
MAYRA URIBE	HP010018070	111-0000-351.10-10	PARKING CITATION REFUND	60.00
				<b>\$60.00</b>
MAYWOOD MUTUAL WATER COMPANY, NO. 1	10/24-12/19/19	681-8030-461.62-20	FREEDOM PARK / ARROGATION	648.00
	10/24-12/19/19	681-8030-461.62-20	FREEDOM PARK/ HP	284.80
	10/24-12/19/19	681-8030-461.62-20	FREEDOM PARK SPLASH PAD	136.00
				<b>\$1,068.80</b>
MCCAIN INC	INV0245944	221-8014-429.61-20	TRAFFIC SIGNAL SUPPLIES	1,970.05
				<b>\$1,970.05</b>
MONTANOS TEST ONLY	28645	741-8060-431.43-20	SMOG CHECK CITY FLEET	33.00
				<b>\$33.00</b>
NACHO'S LOCK & KEY SERVICE	15533	111-8022-419.43-10	REKEY HR OFFICE	417.00
				<b>\$417.00</b>
NATIONWIDE ENVIRONMENTAL SERVICES	30565	111-8030-461.56-42	CATCH BASIN CLEAN 11/2019	16,375.14
	30528	220-8070-431.56-41	BUS/SHELTER SRVC 12/2019	17,377.50
	30527	221-8010-431.56-41	SWEEPING SRVCS 12/2019	19,630.13
	30527	222-8010-431.56-41	SWEEPING SRVCS 12/2019	29,055.11
				<b>\$82,437.88</b>
NATION WIDE RETIREMENT SOLUTIONS	PPE 12/29/2019	111-0000-217.40-10	EMPLOYEE DEFERRED COMP	15,040.00
				<b>\$15,040.00</b>
NCM AUTOMOTIVE SOLUTIONS LLC	APR-2019	741-8060-431.43-20	PD VEHICLE CAR WASH SRVC	780.50
	AUG-2019	741-8060-431.43-20	PD VEHICLE CAR WASH SRVC	560.99
	JAN-2019	741-8060-431.43-20	PD VEHICLE CAR WASH SRVC	324.00
	NOV-2019	741-8060-431.43-20	PD VEHICLE CAR WASH SRVC	687.50
	SEPT-2019	741-8060-431.43-20	PD VEHICLE CAR WASH SRVC	787.00
				<b>\$3,139.99</b>
NEW CHEF FASHION INC.	980853	111-7022-421.61-24	PD EMPLOYEE UNIFORMS	49.60
	980852	111-7030-421.61-20	PD EMPLOYEE UNIFORMS	8.27
				<b>\$57.87</b>
NORTH STAR LAND SCAPE LLC	1601-36	222-8010-431.56-41	LANDSCAPE MAINTENANCE 12/2019	2,912.00
	1601-40	222-8010-431.56-41	TREE TRIMMING 12/2019	2,683.42
	1601-36	535-8090-452.56-60	LANDSCAPE MAINTENANCE 12/2019	20,145.75
	1601-40	535-8090-452.56-60	TREE TRIMMING 12/2019	6,731.58
				<b>\$32,472.75</b>
OK PRINTING DESIGN & DIGITAL PRINT	1555	111-0210-413.61-20	BUSINESS CARDS-ASSIST CM	47.56
				<b>\$47.56</b>
OLIVAREZ MADRUGA, LLP	9065	745-9031-413.32-70	ADMIN LEGAL SRVCS 11/2019	2,274.47
				<b>\$2,274.47</b>

**CITY OF HUNTINGTON PARK  
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
ORANGE COUNTY SHERIFF'S DEPT	1/13/20 1/23/20	111-7010-421.59-30	PD FIRST AID CPR TRAINING	40.00
				<b>\$40.00</b>
OSCAR RAMOS	201	111-2030-413.61-20	FINANCE SUPPLIES REIMBURS	26.45
				<b>\$26.45</b>
OSUNA SINALOA AUTO GLASS CORP	I000814	741-8060-431.43-20	REPAIR PD WINDSHIELD #900	125.00
				<b>\$125.00</b>
PEDRO GOMEZ	HP020016512	111-0000-351.10-10	PARKING CITATION REFUND	55.00
				<b>\$55.00</b>
PRO LINE GYM FLOORS	2464	111-6010-451.56-41	GYM & DANCE FLOOR MAINTEN	4,100.00
				<b>\$4,100.00</b>
PSYCHOLOGICAL CONSULTING ASSOC, INC	523829	111-7010-421.56-41	PRE-EMPLOYMENT EVALUATION	400.00
				<b>\$400.00</b>
QUALITY CODE PUBLISHING LLC	2020-6	111-1010-411.56-41	CODIFICATION & SERVICES	550.50
				<b>\$550.50</b>
R & R INDUSTRIES, INC.	572086	111-8010-431.61-21	PW SAFETY VESTS & GEAR	1,959.42
				<b>\$1,959.42</b>
RAMCAST ORNAMENTAL SUPPLY CO, INC.	0760339-IN	111-8024-421.43-10	ANTENA FOR PD ENTRY GATE	55.13
				<b>\$55.13</b>
RICOH AMERICAS CORP	66217984	111-6010-451.44-10	P&R COPIER LEASE 1/2020	225.32
				<b>\$225.32</b>
RICOH USA, INC.	5058359986	111-6010-451.44-10	PD COPIER LEASE 12/19-1/18/20	317.94
				<b>\$317.94</b>
RIO HONDO COLLEGE	F19-209-ZHPK	111-7010-421.59-15	PD PC 382 ARREST COURSE	108.96
				<b>\$108.96</b>
ROBERT PIXTON PLUMBING	01/07/2020	535-8090-452.43-20	34 BACKFLOW DEVICES TESTED	1,847.50
				<b>\$1,847.50</b>
ROCIO ROMERO	72089/75368	111-0000-228.20-00	P&R DEPOSIT REFUND	500.00
				<b>\$500.00</b>
RONAK DESAI	COHP123119	111-3010-415.56-41	ACCOUNTING SRVCS 12/2019	4,560.00
				<b>\$4,560.00</b>
S&C HANDHOLE COVERS, LLC	S001256	535-8016-431.61-45	PW HANDHOLE COVERS	1,423.50
				<b>\$1,423.50</b>
SMART & FINAL	38425	111-0110-411.66-05	COUNCIL OFFICE SUPPLIES	27.54
				<b>\$27.54</b>
SONSRAY MACHINERY, LLC	P32180-03	741-8060-431.43-20	WATER PUMP FOR UNIT # 201	149.42
				<b>\$149.42</b>
SOUTHERN CALIFORNIA EDISON	12/5-1/6/2020	111-8010-415.62-10	VARIOUS SRVC ACCTS	318.77
	11/18-12/18/19	111-8020-431.62-10	6900 BISSELL SRVC ACCTS	1,102.45
	10/31-12/10/19	111-8022-419.62-10	VARIOUS SRVC ACCTS	1,137.77
	11/5-12/21/19	111-8022-419.62-10	VARIOUS SRVC ACCTS	1,527.92
	10/31-12/10/19	111-8023-451.62-10	VARIOUS SRVC ACCTS	4,542.28
	11/5/19-12/6/19	221-8014-429.56-41	T. SIGNAL VARIOUS ACCTS	3,064.00
	12/6-1/7/20	221-8014-429.62-10	T. SGNAL-55TH ST/PACIFIC	46.67
	10/25-12/19/19	535-8016-431.62-10	VARIOUS SRVC ACCTS	14,665.40

**CITY OF HUNTINGTON PARK  
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
SOUTHERN CALIFORNIA EDISON	11/25-12/26/19	535-8016-431.62-10	3220 OLIVE STREET SRVC	38.71
	12/5-1/1/2020	535-8016-431.62-10	6621 WILSON AVE SRVC	55.48
	10/25-12/19/19	681-8030-461.62-20	VARIOUS SRVC ACCTS	9,337.08
	10/31-12/10/19	681-8030-461.62-20	VARIOUS SRVC ACCTS	18,348.81
				<b>\$54,185.34</b>
SPARKLETTS	19438227121819	111-7010-421.56-41	ACCT # 844290419438227	289.17
				<b>\$289.17</b>
STACY MEDICAL CENTER	3160-35113	111-7022-421.56-15	PRE-BOOKING EXAM & CUST	1,212.00
	3160-35114	111-7022-421.56-15	PRE-BOOKING EXAM & CUST	1,565.00
	3160-35316	111-7022-421.56-15	PRE-BOOKING EXAM & CUST	3,864.30
	3160-35505	111-7022-421.56-15	PRE-BOOKING EXAM & CUST	2,355.21
				<b>\$8,996.51</b>
STAPLES ADVANTAGE	8056343467	111-0110-411.61-20	COUNCIL OFFICE SUPPLIES	195.63
	8056653194	111-0110-411.61-20	COUNCIL OFFICE SUPPLIES	856.23
	8057011803	111-0110-411.61-20	COUNCIL OFFICE SUPPLIES	-93.08
	8056343467	111-0210-413.61-20	ADMIN OFFICE SUPPLIES	59.31
	8056653194	111-0210-413.61-20	ADMIN OFFICE SUPPLIES	67.36
	8057011803	111-0210-413.61-20	ADMIN OFFICE SUPPLIES	84.96
	8056343467	111-1010-411.61-20	COUNCIL OFFICE SUPPLIES	161.76
	8057011803	111-1010-411.61-20	COUNCIL OFFICE SUPPLIES	567.79
	8057011803	111-3010-415.61-20	FINANCE OFFICE SUPPLIES	534.60
	8056653194	111-5010-419.61-20	COMU DEV OFFICE SUPPLIES	312.22
	8056653194	111-5055-419.61-20	CODE ENFORCE OFFICE SUPPLIES	49.00
	8056343467	111-6010-451.61-20	P&R ADMIN OFFICE SUPPLIES	383.76
	8056653194	111-6010-451.61-20	PARKS & REC SUPPLIES CREDIT	-46.94
	8056343467	111-6020-451.61-35	P&R OFFICE SUPPLIES	129.57
	8056343467	111-7010-421.61-20	PD ADMIN OFFICE SUPPLIES	115.66
	8056653194	111-7010-421.61-20	PD ADMIN OFFICE SUPPLIES	499.28
	8056653194	111-7022-421.61-24	PD PATROL OFFICE SUPPLIES	271.20
	8056653194	111-7030-421.61-20	PD INVEST OFFICE SUPPLIES	435.12
	8057011803	111-7030-421.61-20	PD INVEST OFFICE SUPPLIES	58.53
	8056653194	111-7040-421.61-31	PD RECORDS OFFICE SUPPLIES	17.81
	8056343467	111-7040-421.61-32	PD RECORDS OFFICE SUPPLIES	122.73
	8057011803	111-8020-431.61-20	PW OFFICE SUPPLIES	27.55
	8056343467	239-0260-463.61-20	GRANTS OFFICE SUPPLIES	1,037.50
8056343467	741-8060-431.61-20	PW STREET OPS SUPPLIES	23.40	
				<b>\$5,870.95</b>
STATE WATER RESOURCES CONTROL	LW-1024324	681-8030-461.42-05	WATER SYSTEM FEE(1910049)	12,262.80
				<b>\$12,262.80</b>

**CITY OF HUNTINGTON PARK  
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
SULLY MILLER CONTRACTING COMPANY	1710374	111-0000-206.00-00	RETENTION-STREET IMPROVEM	40,487.79
	1710374	210-0000-206.00-00	RETENTION-STREET IMPROVEM	40,973.75
	1710374	221-0000-206.00-00	RETENTION-STREET IMPROVEM	17,397.91
	1710374	222-0000-206.00-00	RETENTION-STREET IMPROVEM	36,154.05
	1710374	239-0000-206.00-00	RETENTION-STREET IMPROVEM	60,000.00
				<b>\$195,013.50</b>
SUPERION, LLC	262576	111-9010-419.33-10	CLICKGOV3 TRANSACTION MNG	165.38
	262749	111-9010-419.43-15	FINANCIAL SYSTEMS 1/2020	11,588.13
				<b>\$11,753.51</b>
SUPERIOR COURT OF CALIFORNIA	NOVEMBER 2019	111-7010-415.56-10	PARK CITATIONS SURCHARGE	22,887.00
	OCTOBER 2019	111-7010-415.56-10	PARK CITATIONS SURCHARGE	25,935.25
				<b>\$48,822.25</b>
T2 SYSTEMS CANADA INC.	INVSTD000053371	111-8010-415.56-41	INTERNET MODEMS	7,611.93
	IRIS0000064996	111-8010-415.56-41	PAY STATION SOFTWR 1/2020	2,250.00
				<b>\$9,861.93</b>
THE GAS COMPANY	11/6/19-12/9/19	111-7024-421.62-10	VARIOUS SRVC LOCATIONS	314.96
	11/6/19-12/9/19	111-8020-431.62-10	VARIOUS SRVC LOCATIONS	397.33
	11/6/19-12/9/19	111-8022-419.62-10	VARIOUS SRVC LOCATIONS	407.84
	11/6/19-12/9/19	111-8023-451.62-10	VARIOUS SRVC LOCATIONS	511.22
				<b>\$1,631.35</b>
THE SHERWIN-WILLIAMS COMPANY	4856-8	111-8095-431.61-50	GRAFFITI SUPPLIES	1,909.46
	4903-8	111-8095-431.61-50	GRAFFITI SUPPLIES	1,292.79
	5038-2	111-8095-431.61-50	GRAFFITI SUPPLIES	1,193.35
	5039-0	111-8095-431.61-50	GRAFFITI SUPPLIES	-253.13
	5590-2	111-8095-431.61-50	GRAFFITI SUPPLIES	904.05
	5591-0	111-8095-431.61-50	GRAFFITI SUPPLIES	-316.42
				<b>\$4,730.10</b>
TOWN HALL STREAMS	10554	111-1010-411.56-41	COUNCIL STREAMING 1/2020	300.00
				<b>\$300.00</b>
U.S. ARMOR CORPORATION	24802	111-7010-421.61-20	PD BULLET PROOF VESTS	348.63
	24802	233-7010-421.74-10	PD BULLET PROOF VESTS	348.62
				<b>\$697.25</b>
U.S. BANK	PPE 12/29/2019	111-0000-217.30-20	EMPLOYEE PARS DEDUCTION	1,652.00
	PPE 12/29/2019	111-0000-217.30-20	PART-TIME EMPLOYEE DEDUCTION	1,880.52
	PPE 12/29/2019	111-0000-218.10-05	EMPLOYER CONTRIBUTION	13,744.66
				<b>\$17,277.18</b>
UNDERGROUND SERVICE ALERT OF SO CAL	122019125	221-8014-429.56-41	UNDERGROUND SRVC ALERTS	206.35
	18DSBFE6796	221-8014-429.56-41	STATE FEE REGULATORY FEE	143.16
				<b>\$349.51</b>
VELADA CONSULTING LLC	008	111-0210-413.56-41	GOV RELATIONS SRV-NOV 19	5,000.00
	009	111-0210-413.56-41	GOV RELATIONS SRV-DEC 19	5,000.00
				<b>\$10,000.00</b>
VERIZON WIRELESS	9844389925	111-0110-411.53-10	COUNCIL CELL 11/17-12/16/19	301.55
	9844389925	111-0210-413.53-10	ADMIN CELL 11/17-12/16/19	184.93

**CITY OF HUNTINGTON PARK  
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
VERIZON WIRELESS	9844389925	111-2030-413.53-10	HR CELL 11/17-12/16/19	58.31
	9844389925	111-3010-415.53-10	FIN CELL 11/17-12/16/19	68.31
	9844389925	111-6010-419.53-10	P&R CELL MONI 11/17-12/16/19	214.35
	9845381616	111-6010-451.56-41	PARKS CARD 12/1/19-1/1/20	38.01
	9845381616	111-8010-431.53-10	PW CELL 12/1/19-1/1/20	701.49
	9845381616	111-8020-431.61-20	PW CELL 12/1/19-1/1/20	114.00
	9845381616	681-8030-461.53-10	PARKS CARD 12/1/19-1/1/20	114.03
				<b>\$1,794.98</b>
VICTOR MELENDEZ	70815/75475	111-0000-228.20-00	P&R DEPOSIT REFUND	500.00
				<b>\$500.00</b>
VICTOR SMOG TEST CENTER	46752	741-8060-431.43-20	SMOG CHECK UNIT # 002	50.00
	46890	741-8060-431.43-20	SMOG CHECK UNIT # 977	33.00
				<b>\$83.00</b>
WATER REPLENISHMENT DISTRICT OF	2378-NOV 2019	681-8030-461.41-00	WATER ASSESSMENT 11/19	83,117.80
				<b>\$83,117.80</b>
WATSON ROBERT	HP050018369	111-0000-351.10-10	PARKING CITATION REFUND	55.00
				<b>\$55.00</b>
WESTERN EXTERMINATOR COMPANY	7602067	111-7024-421.56-41	EXTERMINATOR SRVC 11/19	50.00
	7602067	111-8020-431.56-41	EXTERMINATOR SRVC 11/19	67.50
	7602067	111-8022-419.56-41	EXTERMINATOR SRVC 11/19	49.00
	7602067	111-8023-451.56-41	EXTERMINATOR SRVC 11/19	92.50
	7602067	535-8090-452.56-60	EXTERMINATOR SRVC 11/19	139.50
				<b>\$398.50</b>
WEX BANK	63254199	741-8060-431.62-30	ACCT # 0496 00 492745-5	223.41
				<b>\$223.41</b>
WILLDAN FINANCIAL SERVICES	010-43368	111-9010-419.56-41	SPECIAL TAX ADMN REFUSE	125.00
	010-43367	535-8016-431.56-41	SPECIAL TAX ADMN FY 19/20	2,036.69
				<b>\$2,161.69</b>
WOODCRAFT RANGERS	75480/75553	111-0000-228.20-00	P&R DEPOSIT REFUND	500.00
				<b>\$500.00</b>
XEROX CORPORATION	099128680	111-8020-431.43-05	PW COPIER LEASE 11/21-12/21/19	97.92
	099128680	285-8050-432.43-05	PW COPIER LEASE 11/21-12/21/19	97.91
	099128680	681-8030-461.43-05	PW COPIER LEASE 11/21-12/21/19	97.91
				<b>\$293.74</b>
ZAMORA, JOSE LUIS	18277-2052	681-0000-228.70-00	WATER CREDIT REFUNDS	88.40
				<b>\$88.40</b>
ZEIGLER DEMITRIUS ANTON	HP030017445	111-0000-351.10-10	PARKING CITATION REFUND	150.00
				<b>\$150.00</b>
				<b>\$1,774,260.36</b>



# CITY OF HUNTINGTON PARK

City Manager's Office  
City Council Agenda Report

January 21, 2020

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 FIRST AMENDMENT TO THE EMPLOYMENT AGREEMENT FOR THE ASSISTANT CITY MANAGER**

### **IT IS RECOMMENDED THAT THE CITY COUNCIL:**

1. Approve the First Amendment to the Employment Agreement for the Assistant City Manager; and
2. Authorize Mayor to execute the Amendment.

### **BACKGROUND**

Mr. Raul Alvarez was hired by the City of Huntington Park (City) to serve as the City's Assistant City Manager on June 4, 2019. At the request of the Administration, on September 23, 2019, Mr. Alvarez took on the duties and responsibilities of overseeing the Public Works Department due to the departure of the previous Director. In this capacity, Mr. Alvarez was designated as Interim Public Works Director and assumed all duties associated with this position. Mr. Alvarez's willingness to take on this additional role has resulted in continual and timely municipal services to residents.

Additionally, the City proposes adding Bi-lingual Pay Option to be applied upon successful completion of Spanish examination. As part of Mr. Alvarez's regular duties, he frequently uses Spanish while interacting with residents, staff, and others that have business with the City. For this reason, Mr. Alvarez merits the option to qualify for Bi-lingual Pay.

### **FISCAL IMPACT/FINANCING**

Based on Mr. Alvarez's expanded duties and responsibilities, the City proposes to increase Mr. Alvarez's annual salary by five percent (5%) while he assumes the expanded duties and responsibilities managing the work of the Public Works Department.

**CONSIDERATION AND APPROVAL OF FIRST AMENDMENT TO THE EMPLOYMENT AGREEMENT FOR THE ASSISTANT CITY MANAGER**

January 21, 2020

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**CONCLUSION**

If approved, the Mayor will be authorized to sign the first amendment to the Employment Agreement for the Assistant City Manager.

Respectfully submitted,



RICARDO REYES  
City Manager

**ATTACHMENT(S)**

A. First Amendment to Employment Agreement

# ATTACHMENT "A"



2020

**FIRST AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN  
RAUL ALVAREZ AND THE CITY OF HUNTINGTON PARK**

This FIRST AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN RAUL ALVAREZ AND THE CITY OF HUNTINGTON PARK ("First Amendment") is entered into on the 21<sup>st</sup> day of January, 2020, by and between the CITY OF HUNTINGTON PARK, a Municipal Corporation, hereinafter referred to as "City" and RAUL ALVAREZ, hereinafter referred to as "Employee", amending certain terms of employment as provided in the EMPLOYMENT AGREEMENT FOR ASSISTANT CITY MANAGER - CITY OF HUNTINGTON PARK ("Agreement") effective June 4, 2019. This First Amendment becomes effective retroactive to September 23, 2020.

**I. RECITALS**

- A. Effective June 4, 2019, City and Employee entered into an Employment Agreement whereby Employee was appointed to the position of Assistant City Manager.
- B. All terms and conditions of employment contained in the Agreement not specifically amended by this First Amendment shall remain in full force and effect.

**NOW, THEREFORE**, City and Employee agree as follows:

**II. AMENDMENT TO AGREEMENT**

The following Sections to the Agreement are amended to read as follows:

- (a) Section 3. of the Agreement (Compensation) is amended as follows:

Based upon Employee's expanded duties and responsibilities, the City shall provide Employee with an increase to his base salary of five percent (5%) while he assumes the expanded duties and responsibilities of managing the work of the Public Works Department. Upon reassignment of these additional duties by the City Manager to a Public Works Director, Employee's salary will be returned to the amount on the Original Agreement for Employment at an annual salary of \$165,000.

(b) Section 3. of the Agreement (Compensation) is amended as follows:

e. Employee shall be eligible to participate in any other City programs/employment benefits to the extent they are offered to non-represented City Employees, including but not limited to, bilingual program, tuition reimbursement program, flex spending account, deferred compensation and credit union.

**III. ALL OTHER TERMS AS SET FORTH IN THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.**

This First Amendment integrates all terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous understandings between the parties. Except as specifically set forth herein, all other terms of the Employment Agreement shall remain in full force and effect. In the event of a conflict between the terms of this First Amendment and the Employment Agreement, the terms of this First Amendment shall control.

IN WITNESS WHEREOF, the City of Huntington Park (CITY) has caused this First Amendment to be signed and executed on its behalf by its Mayor and duly attested by its City Clerk, and Raul Alvarez (EMPLOYEE) has signed and executed this FIRST AMENDMENT TO AGREEMENT FOR EMPLOYMENT FOR ASSISTANT CITY MANAGER - THE CITY OF HUNTINGTON PARK, in triplicate, the day and year first written above.

**RAUL ALVAREZ**

**CITY OF HUNTINGTON PARK:**

\_\_\_\_\_  
Raul Alvarez

\_\_\_\_\_  
Karina Macias, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Donna Schwartz, City Clerk

\_\_\_\_\_  
Arnold M. Alvarez-Glasman, City Attorney



**CITY OF HUNTINGTON PARK**  
Parks and Recreation Department  
City Council Agenda Report

January 21, 2020

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 RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE DODGERS RBI PROGRAM GRANT FROM THE LOS ANGELES DODGERS FOUNDATION FOR THE 2020 BASEBALL AND SOFTBALL SEASON AT SALT LAKE PARK.**

**IT IS RECOMMENDED THAT THE CITY COUNCIL:**

1. Adopt Resolution No. 2020-37, Authorizing the acceptance of the Dodgers RBI Grant from the Los Angeles Dodgers Foundation for the 2020 Baseball season at Salt Lake Park; and
2. Authorize the City Manager to execute all related grant documents.

**BACKGROUND**

The Dodgers RBI (Reviving Baseball in Inner Cities) is a baseball and softball youth development program of the Los Angeles Dodgers Foundation (LADF) that aims to: increase participation in the sport and use it as an engagement tool to increase access to education, literacy, health, wellness and recreational resources in underserved communities. The Dodgers RBI program utilizes a bigger than baseball approach and focuses on youth development as it engages communities and families in programming. The resources provided as part of the grant include: uniform jerseys, pants, socks, hats, practice t-shirts, gloves, bats, tees, catcher's gear, baseballs, softballs, workshops, skills training, financial assistance to offset umpire and field maintenance costs, online registration tool, marketing materials, support from LADF and access to education and health resources for the youth and their families.

**FISCAL IMPACT/FINANCING**

There is no fiscal impact. If the City is awarded the grant, it will be the responsibility of the Parks and Recreation Department to ensure that all data is submitted and grant requirements are fulfilled.

**CONSIDERATION AND APPROVAL OF RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE DODGERS RBI PROGRAM GRANT FROM THE LOS ANGELES DODGERS FOUNDATION FOR THE 2020 BASEBALL AND SOFTBALL SEASON AT SALT LAKE PARK.**

January 21, 2020

Page 2 of 2

**CONCLUSION**

Upon City Council approval of the recommended actions, staff will proceed with implementation of the grant and program.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Ricardo Reyes', with a stylized, cursive script.

RICARDO REYES  
City Manager

A handwritten signature in blue ink, appearing to read 'Cynthia Norzagaray', with a cursive script.

CYNTHIA NORZAGARAY  
Director of Parks and Recreation

**ATTACHMENT(S)**

- A. Resolution No.2020-37, Authorizing the acceptance of the Dodgers RBI Grant from the Los Angeles Dodgers Foundation for the 2020 Baseball season at Salt Lake Park

# ATTACHMENT "A"





**CITY OF HUNTINGTON PARK**  
Parks and Recreation Department  
City Council Agenda Report

January 21, 2020

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 ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) WITH BREATHE CALIFORNIA OF LOS ANGELES COUNTY**

**IT IS RECOMMENDED THAT THE CITY COUNCIL:**

1. Approve the Memorandum of Understanding (MOU) with BREATHE CALIFORNIA of Los Angeles County for no-cost youth partnership program; and
2. Authorize the City Manager to execute the MOU.

**BACKGROUND**

BREATHE CALIFORNIA of Los Angeles County is a no-cost youth partnership program that provides education and awareness to youth for the 2019-2020 school year. BREATHE works to promote clean air and healthy lungs throughout Los Angeles County. This year they are offering their O24u® environmental and asthma education program, and FiRST!, a tobacco and nicotine prevention program, for participants 8-14 years old. The educational modules will take place during the regularly scheduled Afterschool Program ran by the Parks and Recreation Department.

Both programs are implemented at afterschool program sites via train-the-trainer, with BREATHE LA Health Education staff providing the initial training for facilitators and ongoing support throughout the year. There is no cost to participate and they provide all the materials needed.

**FISCAL IMPACT/FINANCING**

There is no fiscal impact.

**CONSIDERATION AND APPROVAL TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) WITH BREATHE CALIFORNIA OF LOS ANGELES COUNTY**

January 21, 2020

Page 2 of 2

**CONCLUSION**

Upon City Council approval, the City Manager will sign the MOU and staff will proceed with the planning and implementation of the program.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Ricardo Reyes', with a stylized flourish at the end.

RICARDO REYES  
Interim City Manager

A handwritten signature in blue ink, appearing to read 'Cynthia Norzagaray', with a long, sweeping underline.

CYNTHIA NORZAGARAY  
Director of Parks and Recreation

**ATTACHMENT(S)**

A. 2019-2020 MOU with BREATHE CALIFORNIA of Los Angeles County

# ATTACHMENT "A"



**MEMORANDUM OF UNDERSTANDING BETWEEN  
(Afterschool Program) & BREATHE California of Los Angeles County**

The purpose of this agreement is to define the services that BREATHE California of Los Angeles County (BREATHE LA) and After School Program will jointly provide to ensure the successful implementation of the O24u® Environmental Education Program.

BREATHE LA and After School Program enter into the following partnership to implement O24u® during the 2019-2020 academic school year. The program will be implemented in [Month(s)] , [Year] on approximate dates \_\_\_\_\_.

**BREATHE LA**

**Roles and Responsibilities:**

- Train X# of After School Program staff who will serve as O24u® Facilitators on (Date) \_\_\_\_\_.
- Distribute FIRST! Facilitator Guides, Student Workbooks, and activity supplies to designated site(s)
- Provide ongoing support to After School Program as requested
- Schedule and conduct minimally 1 site visit during the implementation of O24u®
- Take photos/videos/participant testimonials as per the collection of signed Media Release forms
- Offer recognition of this partnership on BREATHE LA website and/or social media

**After School Program**

**Roles and Responsibilities:**

- Secure student participation: (X#) of students ages (Y to Z)
- Facilitators agree to administer, complete and return the following items to BREATHE LA:
  - Facilitator Training Surveys
  - Signed Media Releases
  - Student Pre/ Post-Questionnaires
  - Program Evaluation Surveys
  - Used and unused Facilitator Guides, Student Workbooks, activity materials
- Grant permission for BREATHE LA to photograph/take video of students participating in the O24u® program for BREATHE LA promotion and/or fundraising efforts
- Offer recognition of this partnership on After School Program website and/or social media
- Agrees not to copy and/or distribute the O24U® curriculum

**Amendment and Waiver**

Any term of this MOU may be amended with the written consent of both BREATHE LA and After School Program. Any amendment or waiver effected in accordance with this section shall be binding upon the parties and their respective successors and assigns. Failure to enforce any provision of this MOU by a party shall not constitute a waiver of any term by such party.

**Counterparts**

This MOU may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.



**Entire Agreement**

This MOU constitutes the entire agreement between such parties pertaining to the subject matter hereof and merges all prior negotiations and drafts of the parties with regard to the subject matter contemplated herein.

Agreed to and accepted by:

**After School Program**

\_\_\_\_\_  
Signature of After School Program

Name:

Title:

\_\_\_\_\_  
DATE

**BREATHE California of Los Angeles County**

\_\_\_\_\_  
Signature of BREATHE LA

Name: Kara Karibian, MPH

Title: Director of Programs

\_\_\_\_\_  
DATE



**MEMORANDUM OF UNDERSTANDING BETWEEN  
(Afterschool Program) & BREATHE California of Los Angeles County**

The purpose of this agreement is to define the services that BREATHE California of Los Angeles County (BREATHE LA) and (Afterschool Program) will jointly provide to ensure the successful implementation of the FiRST! tobacco and nicotine prevention program.

BREATHE LA and (Afterschool Program) enter into the following partnership to implement FiRST! during the 2019-2020 academic school year. The program will be implemented in [Month(s)] , (Year) on approximate dates \_\_\_\_\_.

**BREATHE LA**

**Roles and Responsibilities:**

- Train (X#) of (Afterschool Program) staff who will serve as FiRST! Facilitators on (Date) \_\_\_\_\_.
- Distribute FiRST! Facilitator Guides, Student Workbooks, and activity supplies to designated site(s)
- Provide ongoing support to (Afterschool Program) as requested
- Schedule and conduct minimally 1 site visit during the implementation of FiRST!
- Take photos/videos/participant testimonials as per the collection of signed Media Release forms
- Offer recognition of this partnership on BREATHE LA website and/or social media

**(Afterschool Program)**

**Roles and Responsibilities:**

- Secure student participation: \_\_\_\_\_ (X#) of students ages \_\_\_\_\_ (Y to Z) \_\_\_\_\_
- Facilitators agree to administer, complete and return the following items to BREATHE LA:
  - Facilitator Training Surveys
  - Signed Media Releases
  - Student Pre/ Post-Questionnaires
  - Program Evaluation Surveys
  - Used and unused Facilitator Guides, Student Workbooks, activity materials
- Grant permission for BREATHE LA to photograph/take video of students participating in the FiRST! program for BREATHE LA promotion and/or fundraising efforts
- Offer recognition of this partnership on (Afterschool Program) website and/or social media
- Agrees not to copy and/or distribute the FiRST! curriculum

**Amendment and Waiver**

Any term of this MOU may be amended with the written consent of both BREATHE LA and (Afterschool Program). Any amendment or waiver effected in accordance with this section shall be binding upon the parties and their respective successors and assigns. Failure to enforce any provision of this MOU by a party shall not constitute a waiver of any term by such party.

**Counterparts**

This MOU may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.





# CITY OF HUNTINGTON PARK

Public Works Department  
City Council Agenda Report

January 21, 2020

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 FOR AUTHORIZATION TO PURCHASE BACKHOE AND SKIP LOADERS FOR THE PUBLIC WORKS DEPARTMENT**

### **IT IS RECOMMENDED THAT THE CITY COUNCIL:**

1. Approve the purchase of Backhoe and Skip Loaders in the amount of \$93,999.15 from Account #111-8010-431.74-10 – Public Works Capital Equipment; and
2. Authorize City Manager or Designee to execute the Purchase Order.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The Department of Public Works (Public Works) is tasked with day-to-day maintenance of the City of Huntington Park (City) that includes conducting street repairs to improve road conditions and mobility for residents. In order to make such street improvements, Public Works requires specialized equipment known as a Backhoe Loader and Skip Loader. Specifically, this equipment is used for refuse loading operations, clearing of refuse bunker areas, transient encampment removal & cleanup, and loading operations of concrete & soil materials. Additionally, this equipment allows Public Works to excavate & trench for irrigation and conduit replacement, including sidewalk, curb, and gutter removals.

Currently, the Public Works department has two Backhoe and Skip Loaders that are over 30 years old with a need of constant repair. Due to their age, this equipment has limited capabilities and is frequently out of service because of unplanned repairs. As a result, our Public Works Department has spent from the beginning of this fiscal year to date a total of \$22,118.92 on renting similar equipment for street repairs. Notably, because of their age our equipment does not comply with Air Quality Management District standards. For this reason, Public Works recommend taking the current Back Hoes and Skip Loaders out of service.

# **CONSIDERATION AND APPROVAL OF PURCHASE OF BACKHOE AND SKIP LOADERS FOR THE PUBLIC WORKS DEPARTMENT**

January 21, 2020

Page 2 of 3

The purchase of a Backhoe and Skip Loader is integral to the success of our Public Works Department to complete City projects. To be fiscally prudent, we recommend purchasing used equipment because the cost of new equipment could exceed approximately \$200,000. The proposed used equipment has about 2,000 service hours each which is equivalent to about 60,000 miles on a car. Staff believes that the total hours on the used equipment would not be a hindrance since our current equipment is over 90,000 hours over a three decades' span. Used equipment with such limited hours will suffice to continue Public Works operations for a substantial time.

In terms of acquisition of this equipment, staff recommends utilizing Sourcwell for the procurement. This is because Sourcwell utilizes Cooperative Purchasing by which they streamline acquisition thus eliminating the need for a Request for Proposal that would increase our lead-time and costs for rentals. Another benefit of using Sourcwell is their ability to obtain quotes for used equipment at a competitive cost. This is beneficial because it is nearly impossible for municipalities to obtain quotes for used equipment due to acquisition standards. For this reason, Public Works is recommending purchasing this equipment through United Rentals who provided their quote to Sourcwell to meet uniform standards. The City's Purchasing Ordinance allows the City Council to waive the formal bidding process in instances where they find that it would be impracticable, useless or economically infeasible and that the public welfare would be promoted by dispensing with the formal bidding process. The quote by United Rentals, which have a Sourcwell Contract, is included as Attachment A of this report for the amount of \$93,999.15.

## **FISCAL IMPACT/FINANCING**

The approved Fiscal Year 2019-2020 Budget includes \$232,800.00 in account #111-8010-431.74-10 for the purchase of a Paint Stripper and Aerial Truck for the Public Works Department. While there remains a need for a Paint Stripper and Aerial Truck, they are serviceable and have a longer life than the Backhoe and Skip Loader. The immediate need is for a Backhoe and Skip Loader and Staff recommends reallocating funding for this expenditure instead of the Paint Stripper and Aerial Truck. Below is the breakdown of the account and requested budget appropriation.

<b>Account Name</b>	<b>Budgeted Amount</b>
111-8010-431.74-10	\$232,800.00
<b>Current Balance</b>	<b>\$176,370.00</b>
<b>Cost of Used Backhoe &amp; Skip Loaders</b>	<b>\$93,999.15</b>

## **CONCLUSION**

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

**CONSIDERATION AND APPROVAL OF PURCHASE OF BACKHOE AND SKIP  
LOADERS FOR THE PUBLIC WORKS DEPARTMENT**

January 21, 2020

Page 3 of 3

Respectfully submitted,



RICARDO REYES  
City Manager



RAUL ALVAREZ  
Assistant City Manager/Interim Public Works Director

**ATTACHMENT(S)**

A. United Rentals Quote

# ATTACHMENT "A"



BRANCH 503  
5860 PARAMOUNT BLVD  
LONG BEACH CA 90805-3708  
562-663-1500  
562-663-1515 FAX

# 176545265

**Job Site**

HUNTINGTON PARK  
6900 BISSELL ST  
HUNTINGTON PK CA 90255-5507

**Office:** 323-584-6268 **Cell:** 323-584-6275

<b>Customer #</b>	: 295730
<b>Quote Date</b>	: 11/25/19
<b>UR Job Loc</b>	: 6900 BISSELL ST, HUN
<b>UR Job #</b>	: 3
<b>Customer Job ID:</b>	
<b>P.O. #</b>	: QUOTE ONLY
<b>Ordered By</b>	: WHITFORD MARIN
<b>Written By</b>	: MADELEINE SANTORO
<b>Salesperson</b>	: MADELEINE SANTORO

CITY OF HUNTINGTON PARK  
6900 BISSELL PARK  
HUNTINGTON PARK CA 90255

**This is not an invoice  
Please do not pay from this document**

Qty	Equipment #	Price	Amount
1	10302921 BACKHOE/LOADER 60-90HP 4WD CAB EXT-A-HOE Make: CASE Model: 580N Serial #: NEC700985 Model Year: 14 HR OUT: 2659.203 WHEN OPERATED IN CALIFORNIA, ANY OFF-ROAD DIESEL VEHICLE MAY BE SUBJECT TO THE CALIFORNIA AIR RESOURCES BOARD IN-USE OFF-ROAD DIESEL VEHICLE REGULATION. IT THEREFORE COULD BE SUBJECT TO RETROFIT OR ACCELERATED TURNOVER REQUIREMENTS TO REDUCE EMISSIONS OF AIR POLLUTANTS. FOR MORE INFORMATION, PLEASE VISIT THE CALIFORNIA AIR RESOURCES BOARD WEBSITE AT <a href="http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm">HTTP://WWW.ARB.CA.GOV/MSPROG/ORDIESEL/ORDIESEL.HTM</a> With 12" bucket	41465.00	41465.00
1	10244989 LOADER LANDSCAPER 4WD Make: CASE Model: 570NXT Serial #: NEC713072 Model Year: 14 HR OUT: 2001.527 WHEN OPERATED IN CALIFORNIA, ANY OFF-ROAD DIESEL VEHICLE MAY BE SUBJECT TO THE CALIFORNIA AIR RESOURCES BOARD IN-USE OFF-ROAD DIESEL VEHICLE REGULATION. IT THEREFORE COULD BE SUBJECT TO RETROFIT OR ACCELERATED TURNOVER REQUIREMENTS TO REDUCE EMISSIONS OF AIR POLLUTANTS. FOR MORE INFORMATION, PLEASE VISIT THE CALIFORNIA AIR RESOURCES BOARD WEBSITE AT <a href="http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm">HTTP://WWW.ARB.CA.GOV/MSPROG/ORDIESEL/ORDIESEL.HTM</a>	40095.00	40095.00
1	10158203 BACKHOE BREAKER Make: KENT Model: KF 9 FSP Serial #: F9-6380 Model Year: 13	3700.00	3700.00
<b>Sub-total:</b>			85260.00
<b>Tax:</b>			8739.15
<b>Total:</b>			93999.15

**Note:** This proposal may be withdrawn if not accepted within 30 days.

THIS IS NOT AN EQUIPMENT SALE AGREEMENT/INVOICE. THE SALE OF EQUIPMENT AND ANY OTHER ITEMS LISTED ABOVE IS SUBJECT TO AVAILABILITY AND ACCEPTANCE OF THE TERMS AND CONDITIONS OF UNITED'S EQUIPMENT SALE AGREEMENT/INVOICE, WHICH MUST BE SIGNED PRIOR TO OR UPON DELIVERY OF THE EQUIPMENT AND OTHER ITEMS.



# CITY OF HUNTINGTON PARK

Public Works Department  
City Council Agenda Report

January 21, 2020

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 2018-10 ZOE AVENUE TRENCH AND PAVEMENT REPAIR PROJECT, AUTHORIZE STAFF TO PROCEED WITH BID ADVERTISEMENT AND APPROVE FIRST AMENDMENT TO AGREEMENT WITH TRANSTECH ENGINEERS**

**IT IS RECOMMENDED THAT THE CITY COUNCIL:**

1. Approve 100% Plans, Specifications and Engineer's Estimate (PS&E) for CIP 2018-10 Zoe Avenue Trench and Pavement Repair Project (Project);
2. Authorize staff to publish the Notice Inviting Bid (NIB);
3. Approve first amendment to professional services agreement with Transtech Engineers to extend agreement for construction management services, effective September 26, 2019 through September 30, 2020;
4. Approve a budget appropriation in the amount of \$642,575 in Account No. 111-8020-432.76-03 from fund balance for this project, \$70,000 of which is for Transtech Engineers to complete the construction management phase of the Project; and
5. Authorize City Manager to execute agreement.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The Los Angeles County Flood Control District (LACFCD) started construction of the Aloe Drain Pump Station Asset (MMS) No: F0106933, located at the southeast corner of Alameda Street (parallel street) and Zoe Avenue in 2000. Once the project was completed in 2005, City staff noticed that the pavement section directly above the storm drainpipe had depressed and sunk several inches. City staff made the necessary repairs subsequently to the findings, though noticed once again that the structural pavement support had slowly started to sink.

**CONSIDERATION AND APPROVAL OF 100% DESIGN PLANS, SPECIFICATIONS AND ENGINEER'S ESTIMATE FOR CIP 2018-10 ZOE AVENUE TRENCH AND PAVEMENT REPAIR PROJECT, AUTHORIZE STAFF TO PROCEED WITH BID ADVERTISEMENT AND APPROVE FIRST AMENDMENT TO AGREEMENT WITH TRANSTECH ENGINEERS**

January 21, 2020

Page 2 of 4

In May of 2018, the City settled with the County of Los Angeles and agreed to the sum of \$650,000 for the City to complete the necessary repairs on the segment of Zoe Avenue. The settlement amount included the design, bid preparation, bid analysis, construction, construction management/inspection, materials testing, and labor compliance effort needed to make the appropriate repairs. The project scope of work consists of excavating the existing soil over the storm drainpipe, recompacting the soil and completing the street repairs.

During the review of the project plans, engineering staff investigated the causes of past pavement failures on Zoe Avenue that were included in an underground utilities report that depicted the potential issues stemming from the mainline sewer on Zoe Avenue as a contributor to the distress of the trench section by water infiltration, inducing hydro-collapse, particle migration and removal of fines of the backfill materials within the storm drain trench. The street segment of Zoe Avenue between Alameda Street and Albany Street had partially failed due to breaks in the sewer main. As of August 2019, the City made reparations to the mainline sewer and should no longer be a contributing factor to structural pavement failures.

The plans and specifications are complete, and the following dates and times provide the bid schedule outlook for the timely bidding, award of contract and substantial completion:

- Bid Period: January 30, 2020 – February 26, 2020
- Mandatory Pre-Bid Meeting: February 19, 2020, 11:00 AM (City Hall)
- Bid Opening: February 26, 2020, 2:00 PM
- Award of Contract: March 17, 2020 City Council meeting
- Project Start Date: March 30, 2020 (60 working days)
- Project Completion Date: June 24, 2020
- Notice of Completion: July 21, 2020

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. The recommendation from staff 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**

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

**CONSIDERATION AND APPROVAL OF 100% DESIGN PLANS, SPECIFICATIONS AND ENGINEER'S ESTIMATE FOR CIP 2018-10 ZOE AVENUE TRENCH AND PAVEMENT REPAIR PROJECT, AUTHORIZE STAFF TO PROCEED WITH BID ADVERTISEMENT AND APPROVE FIRST AMENDMENT TO AGREEMENT WITH TRANSTECH ENGINEERS**

January 21, 2020

Page 3 of 4

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.

Staff 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 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**

At the July 17, 2018 City Council meeting, Transtech Engineers was awarded the design and construction management/inspection (CM) services contract for the project. The award was primarily based on Transtech Engineers' institutional knowledge of the structural pavement deficiencies and the subsequent soils reports that had been drafted by the County of Los Angeles.

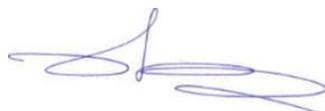
The project design, construction and construction management are funded through the County of Los Angeles settlement and agreed upon sum of \$650,000. Staff's recommendation is for the budget appropriation of \$572,575 to Account No. 111-8020-432.76-03 from the General Fund's fund balance. Staff recommends a budget appropriation of \$70,000 to Account No. 111-8020-432.76-03 to pay for CM services.

The current engineer's estimate for the construction portion of the project is \$663,811.50, which includes a 10% contingency (\$60,346.50). Once construction bids are received and staff has had the opportunity to evaluate the bids, staff will come back to the City Council with an appropriate fiscal recommendation that provides a more fiscal budget picture.

**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 2018-10 ZOE AVENUE TRENCH AND PAVEMENT REPAIR PROJECT, AUTHORIZE STAFF TO PROCEED WITH BID ADVERTISEMENT AND APPROVE FIRST AMENDMENT TO AGREEMENT WITH TRANSTECH ENGINEERS**

January 21, 2020

Page 4 of 4

A handwritten signature in black ink, appearing to read "R. Alvarez", is enclosed in a thin black rectangular border.

RAUL ALVAREZ

Assistant City Manager/Interim Public Works Director

**ATTACHMENT(S)**

- A. Plans
- B. Specifications
- C. DRAFT First Amendment to Agreement with Transtech Engineers (Exhibit A - Master Professional Services Agreement with Transtech Engineers)

# ATTACHMENT "A"

# CITY OF HUNTINGTON PARK

## PUBLIC WORKS & ENGINEERING DEPARTMENT

### ZOE AVE TRENCH AND PAVEMENT REPAIR (ALBANY ST TO EAST ALAMEDA ST)



**LOCATION PLAN**  
NO SCALE

**LEGEND:**

	PROPERTY LINE
	EXISTING WATER LINE
	EXISTING GAS LINE
	EXISTING SEWER
	EXISTING STORM DRAIN
	EXISTING S. DRAIN MANHOLE
	EXISTING SEWER MANHOLE
BCR	BEGINNING OF CURB RETURN
FL	FLOW LINE
ECR	END OF CURB RETURN
EG	EXISTING GRADE
FG	FINISHED GRADE
GB	GRADE BREAK
R	RIDGE
TC	TOP OF CURB
T.O.S.	TOP OF SLOPE
	COLDMILL & AC OVERLAY
	NEW AC PAVEMENT SECTION

**GENERAL NOTES**

- ALL WORK SHALL BE IN ACCORDANCE WITH THE "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION", CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND CALTRANS STANDARD PLANS AND SPECIFICATIONS, AND STANDARD PLANS FOR PUBLIC WORK CONSTRUCTION, ALL LATEST EDITION WITH ALL SUPPLEMENTS.
- PRIOR TO BEGINNING OF ANY WORK, THE CONTRACTOR SHALL OBTAIN A NO FEE PERMIT FROM THE CITY OF HUNTINGTON PARK.
- THE CONTRACTOR SHALL SUBMIT TO THE CITY FOR APPROVAL A SHORING DESIGN TO BE IMPLEMENTED FOR THE OPEN TRENCH EXCAVATION IN THIS PROJECT PREPARED BY A LICENSED CIVIL ENGINEER.
- THE CONTRACTOR SHALL OBTAIN A CAL-OSHA PERMIT TO PERFORM EXCAVATION OVER 5' FEET DEEP.
- COORDINATION SHALL BE MADE WITH CONSTRUCTION MANAGER AND INSPECTOR ON THE PROJECT.
- THE CONTRACTOR SHALL CALL UNDERGROUND SERVICE ALERT (U.S.A.) 48 HOURS PRIOR TO THE START OF WORK.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL UTILITIES OF EVERY NATURE INCLUDING HOUSE CONNECTIONS, WHETHER SHOWN HEREON OR NOT, AND PROTECT THEM FROM DAMAGE. THE CONTRACTOR SHALL BEAR THE TOTAL EXPENSE OF REPAIR OR REPLACEMENT OF UTILITIES DAMAGED BY HIS/HER OPERATIONS IN CONNECTION WITH THE PROSECUTION OF THE WORK.
- NO EXCAVATION SHALL COMMENCE WITHOUT THE PRESENCE OF THE OWNERS' REPRESENTATIVE OF AFFECTED UTILITIES WITHIN THIS PROJECT.
- THE METHOD OF PROTECTION OF UTILITY LINES SHALL BE APPROVED BY THE RESPECTIVE UTILITY OWNER.
- THE CONTRACTOR SHALL PROVIDE SAFE AND CONTINUOUS PASSAGE FOR TRAVELING PUBLIC AND VEHICULAR TRAFFIC AT ALL TIMES.
- THE CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE PUBLIC SAFETY AND CONVENIENCE AND SECURE THE PROJECT AS WELL AS ADJOINING PROPERTIES DURING THE DURATION OF PROJECT.
- TEN DAYS PRIOR TO THE START OF WORK, THE CONTRACTOR SHALL NOTIFY ALL RESIDENCES OF THE PROJECT IN WRITING.
- DURING THE PERIOD OF CONSTRUCTION, THE CONTRACTOR SHALL FURNISH, ERECT AND MAINTAIN SUCH WARNINGS, SIGNS, STOP SIGNS, BARRICADES AND OTHER SAFETY MEASURES IN CONFORMANCE WITH THE W.A.T.C.H. MANUAL.
- THE CONTRACTOR SHALL NOT EXCAVATE AN OPEN TRENCH MORE THAN 200 LINEAR FEET AT A TIME.
- THE CONTRACTOR SHALL EXERCISE DUE CARE TO AVOID INJURY TO EXISTING IMPROVEMENTS OR FACILITIES, ADJACENT PROPERTY, AND TREES AND SHRUBBERY THAT ARE NOT TO BE REMOVED.
- IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICE, THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR CONDITIONS OF THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING THE PERFORMANCE OF THE WORK, AND CONTRACTOR SHALL FULLY COMPLY WITH ALL STATE AND FEDERAL LAWS, RULES, REGULATIONS, AND ORDERS RELATING TO SAFETY TO THE PUBLIC AND WORKMEN.
- THE CONTRACTOR SHALL PROVIDE A TRAFFIC CONTROL PLAN FOR THE COMPLETION OF THE PROPOSED IMPROVEMENTS PER CA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). PRIOR TO THE START OF CONSTRUCTION THE CONTRACTOR SHALL SUBMIT TO THE CITY ENGINEER FOR APPROVAL A TRAFFIC CONTROL PLAN PREPARED BY A LICENSED ENGINEER.
- THE CONTRACTOR IS ADVISED THAT, UNLESS NOTED OTHERWISE IN THE CONTRACT DOCUMENTS OR INSTRUCTED BY THE ENGINEER, ALL MATERIALS REMOVED UNDER CLEARING AND GRUBBING SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED AND DISPOSED FROM THE JOBSITE.
- DUST SHALL BE CONTROLLED AT ALL TIMES BY AN APPROVED METHOD.
- PUBLIC STREETS SHALL BE KEPT CLEAN AND FREE FROM DIRT AND/OR DEBRIS.
- AS REQUIRED BY THE ENGINEER, THE CONTRACTOR SHALL FURNISH AND OPERATE A SELF-LOADING MOTOR SWEEPER WITH SPRAY NOZZLES AT LEAST TWICE EACH WORKING DAY TO KEEP PAVED AREAS ACCEPTABLY CLEAN WHEREVER CONSTRUCTION, INCLUDING RESTORATION IS INCOMPLETE.
- ALL EXISTING PORTLAND CEMENT CONCRETE (P.C.C.) AND ASPHALT CONCRETE PAVEMENT TO BE REMOVED SHALL BE SAW CUT, FULL DEPTH, TO A TRUE LINE WHERE NEW CONCRETE PAVEMENT IS TO JOIN. THE CUT EDGE SHALL BE PROTECTED FROM CRUSHING, AND ALL BROKEN EDGES SHALL BE RE-CUT PRIOR TO PAVING.
- CONTRACTOR AND SUBCONTRACTOR PERFORMING WORK ON THIS PROJECT SHALL FAMILIARIZE HIMSELF WITH THE SITE AND SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO EXISTING IMPROVEMENTS RESULTING DIRECTLY OR INDIRECTLY FROM HIS OPERATIONS, WHETHER OR NOT SUCH IMPROVEMENTS ARE SHOWN ON THESE PLANS.

**GENERAL TRAFFIC CONTROL NOTES**

- ALL TRAFFIC CONTROL FOR CONSTRUCTION SHALL CONFORM TO PART 6--TEMPORARY TRAFFIC CONTROL OF THE CA--MUTCD, ANY ADDENDUMS TO OR LATEST EDITION AND O.S.H.A. REQUIREMENTS.
- THE CONTRACTOR SHALL PROVIDE A TRAFFIC CONTROL PLAN FOR THE COMPLETION OF THE PROPOSED IMPROVEMENTS PER CA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). PRIOR TO THE START OF CONSTRUCTION THE CONTRACTOR SHALL SUBMIT TO THE CITY ENGINEER FOR APPROVAL A TRAFFIC CONTROL PLAN PREPARED BY A LICENSED ENGINEER.
- THE CONTRACTOR SHALL PROVIDE AND MAINTAIN SUCH FENCES, BARRIERS, DIRECTIONAL SIGNS, LIGHTS, AND FLAGMEN AS ARE NECESSARY TO GIVE ADEQUATE WARNING TO THE PUBLIC AT ALL TIMES OF ANY DANGEROUS CONDITIONS TO BE ENCOUNTERED AS A RESULT OF THE CONSTRUCTION WORK AND TO GIVE DIRECTIONS TO THE PUBLIC.
- THE CONTRACTOR SHALL HAVE ALL TRAFFIC CONTROL SIGNS, DELINEATORS, ETC., PROPERLY INSTALLED PRIOR TO COMMENCING CONSTRUCTION.
- ADDITIONAL TRAFFIC CONTROL DEVICES MAY BE REQUIRED IN THE FIELD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY ADDITIONAL TRAFFIC CONTROL DEVICES REQUIRED BY THE CITY TO ASSURE PUBLIC SAFETY AT ALL TIMES.
- THE CONTRACTOR SHALL UTILIZE FLAG MAN DURING CONSTRUCTION WORK AS DEEMED NECESSARY BY THE CITY ENGINEER.
- ARROW BOARDS SHALL BE USED ON ANY LANE CLOSURE ON ARTERIAL STREETS.
- THE CONTRACTOR SHALL BARRICADE THE OPEN TRENCH ON THE VEHICLE TRAFFIC SIDE WITH THE USE OF K--RAIL.
- ZOE AVE, BETWEEN ALAMEDA ST TO ALBANY ST, SHALL BE CLOSED TO TRAFFIC EXCEPT FOR THE RESIDENCE AND OCCUPANTS ONLY. FOR RESIDENCE AND OCCUPANTS, TRAFFIC SHALL BE WESTBOUND ONLY.
- PRIOR TO STREET CLOSURE, THE CONTRACTOR SHALL SUBMIT A DETOUR PLAN FOR APPROVAL BY THE CITY ENGINEER.
- THE CONTRACTOR SHALL SO CONDUCT HIS OPERATIONS AS TO OFFER THE LEAST POSSIBLE OBSTRUCTION AND INCONVENIENCE TO THE PUBLIC, AND PROVIDE MAXIMUM PARKING SPACES FOR RESIDENCE. OPEN TRENCHING CONSTRUCTION SHALL BE DONE IN PHASES AND SHALL HAVE NO GREATER THAN 200 LINEAR FEET OF TRENCH AND REPAIR CONSTRUCTION AT A TIME.  
  
PRIOR TO COMMENCING A NEW OPEN TRENCH PHASE, THE PREVIOUS TRENCH SHALL BE COMPLETELY BACKFILLED AND AC BASE PAVED. THE UPPER 1.50" AC PAVEMENT COURSE SHALL BE CONSTRUCTED OF TEMPORARILY AC PAVEMENT TO ALLOW VEHICLE PARKING.
- CONVENIENT ACCESS TO HOUSES ALONG THE LINE OF WORK SHALL BE MAINTAINED. DRIVEWAYS THAT ARE NOT OBSTRUCTED BY THE OPEN TRENCH SHALL BE OPEN FOR INGRESS AND EGRESS BY THE RESPECTIVE RESIDENCE.
- ANY DEVIATION TO THE TRAFFIC LANE REQUIREMENTS SHALL REQUIRE THE CITY ENGINEER'S APPROVAL A MINIMUM 24 HOURS ADVANCE NOTICE.
- SEE SPECIAL PROVISIONS OF THE CONTRACT DOCUMENTS FOR OTHER TRAFFIC CONTROL REQUIREMENTS.

**CONSTRUCTION NOTES:**

- PAVEMENT DISTRESS REPAIR: TRENCH BY UNCLASSIFIED EXCAVATION TO EXPOSE EXISTING 36" RCP DISCHARGE STORM DRAIN LINE. CONSTRUCT SAND BEDDING, BACKFILL AND PROTECT UTILITY LINES TO REPAIR DISTRESSED PAVEMENT TO GOOD FUNCTIONAL CONDITION PER DETAIL ON SHEET 2 AND THE SPECIAL PROVISIONS OF THE CONTRACT DOCUMENTS
- ADJUST STORM DRAIN MANHOLE FRAME AND COVER TO FINISH GRADE
- 2" THK. COLDMILL AND AC PAVEMENT OVERLAY (TYPE C2-PG 64-10)
- CONSTRUCT 4" AC PAVEMENT CONSISTING OF 2" TYPE C2-PG 64-10 WEARING COURSE (OVERLAY) ON 2" TYPE B-PG 64-10 BASE COURSE OVER 6" CRUSHED AGGREGATE BASE
- REMOVE AND RECONSTRUCT HALF PORTION OF CROSS-GUTTER. CROSS GUTTER SHALL BE RECONSTRUCTED PER SPPVC STD PLAN 123-2, SECTION A-A AND MATCH & JOIN EXISTING
- REMOVE AND RECONSTRUCT AC SPEED BUMP PER DETAIL ON SHEET 2

**MARKING & STRIPING CONSTRUCTION NOTES:**

- REMOVE EXISTING STRIPING AND PAINT DETAIL 22 PER CALTRANS STD PLAN A20A
- REMOVE EXISTING STRIPING AND INSTALL DETAIL 1 PER CALTRANS STD PLAN A20A
- REMOVE EXISTING CROSSWALK AND PAINT WHITE BASIC CROSSWALK 10' WIDE PER CALTRANS STD PLAN A24F
- REMOVE EXISTING CROSSWALK AND PAINT WHITE LADDER CROSSWALK 8' TO MATCH EXISTING
- REMOVE EXISTING AND PAINT LIMIT LINE PER CALTRANS STD A24G
- REMOVE EXISTING AND PAINT THE WORD "STOP" PER CALTRANS STD A24D
- REMOVE EXISTING AND PAINT THE WORD "PED" PER CALTRANS STD A24D
- REMOVE EXISTING AND PAINT THE WORD "XING" PER CALTRANS STD A24D
- REMOVE EXISTING AND PAINT THE WORD "BUMP/S.". EACH LETTER TO MATCH SIMILAR LETTER ON THE CALTRANS STD A24D
- REMOVE EXISTING AND PAINT THE WORD "AHEAD" PER CALTRANS STD A24D
- REMOVE EXISTING AND PAINT THE V BUMP MARKING PER BUMP DETAIL ON SHEET 2

**ATTENTION**

All utilities shown on this plan are based on available records. It shall be the sole responsibility of the contractor to verify all existing utilities by contacting utility agencies and to avoid damaging existing utilities during excavation.  
FOR UNDERGROUND SERVICE ALERT CALL: 811

**UTILITY INFORMATION:**

COMPANY NAME	CONTACT	PHONE NUMBER
AT&T	MARIA GUZMAN	(510) 645-2929
CHARTER	HENRY MARTINEZ	(626) 430-3337
CENTRAL BASIN MU. WATER DIST	ALBERTO HERNANDEZ	(323) 201-5508
CENTURY LINK	CALEB KING	(918) 547-0007
SOUTHERN CALIFORNIA EDISON	JASON JONES	(310) 687-2026
SOUTHERN CALIFORNIA GAS	WILLIAM PEREZ	(310) 687-2011
MCI (VERIZON WIRELESS)	DEAN BOYERS	(972) 729-6322
ZAYO FNA ABOVENET	THOMAS BRUINIERS	(213) 283-3601
CITY OF HP WATER DEPT	MARIO LOPEZ	(323) 584-6274
SEWER MAINTENANCE DEPT.	MARIO LOPEZ	(323) 584-6274
TORRANCE PIPELINE CO	ELEANOR MARX	(310) 212-2914

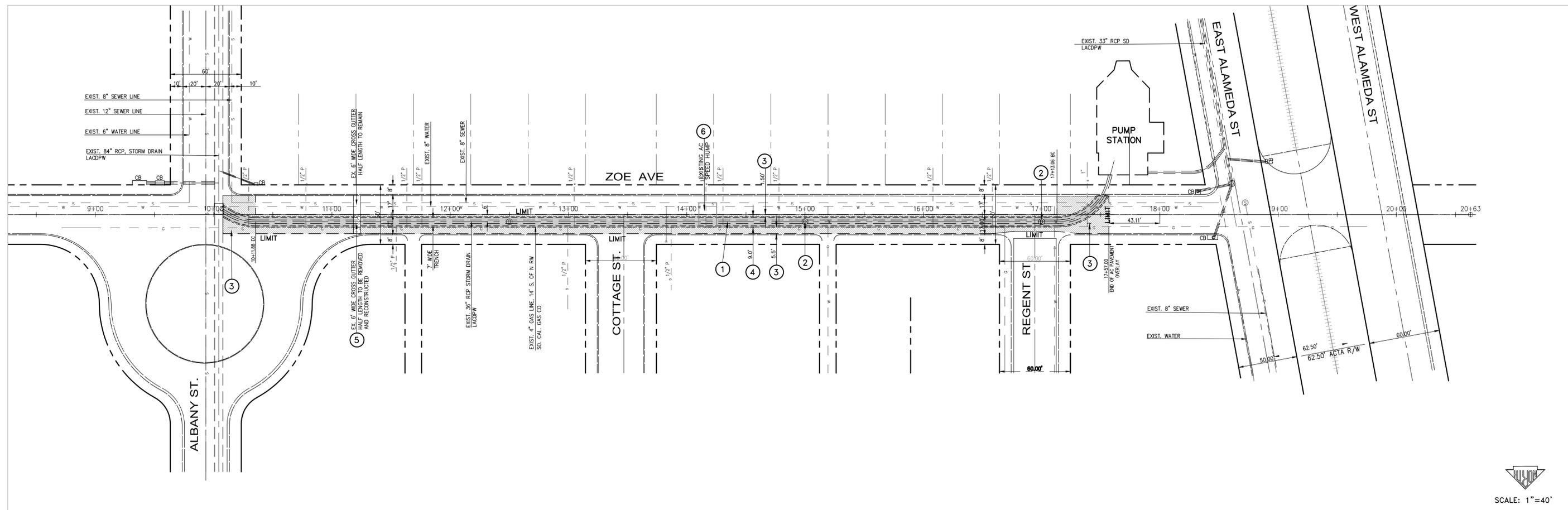
**INDEX OF DRAWINGS**

SHT	DESCRIPTION
1	TITLE SHEET - LOCATION PLAN, GENERAL & CONSTRUCTION NOTES, LEGEND & INDEX OF DRAWINGS
2	IMPROVEMENT PLANS & DETAILS
3	MARKING & STRIPING PLAN
4	ALOE DRAIN AND PUMP STATION AS BUILT PLAN

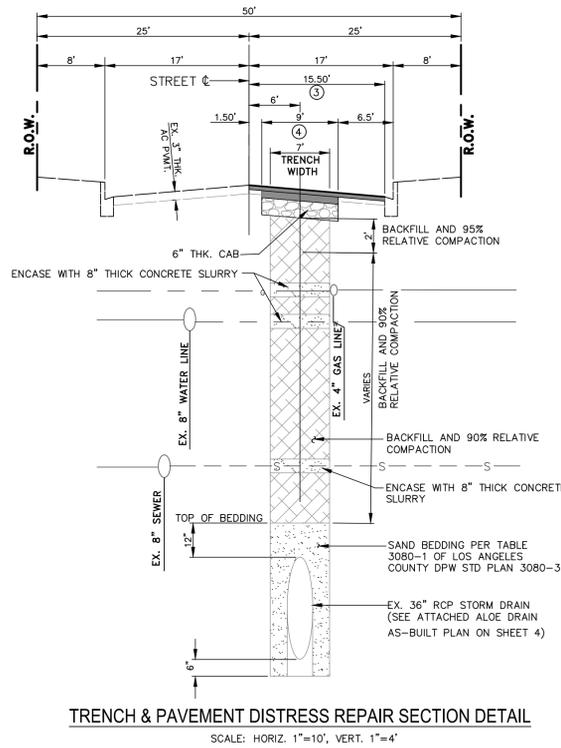
**NOTICE TO CONTRACTOR**

APPROVAL OF THIS PLAN BY THE ENGINEER AND CITY ENGINEER DOES NOT CONSTITUTE A REPRESENTATION AS TO THE ACCURACY OF THE LOCATION OF OR THE EXISTENCE OR NONEXISTENCE OF ANY UNDERGROUND UTILITY PIPE OR STRUCTURE WITHIN THE LIMITS OF THIS PROJECT. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS.

 Undergound Service Alert Call: TOLL FREE 811 TWO WORKING DAYS BEFORE YOU DIG	<b>BENCH MARK</b> BM NO. 11767                      ELEV. 160.896  DPW BM TAG IN E CB AM(13) E/O C/L ALAMEDA ST (E BARREL) ON C/L PROD FENCE @BLDG #6724 152M(500FT) S/O ZOE ST.	NO.                      REVISIONS                      REVISED BY                      APPROVED BY                      DATE		PREPARED BY:  1367 BENSON AVE CHINO, CALIFORNIA 91710 909 595 8599  JOSEPH D. DE PERALTA, R.O. C56508                      01-07-2020                      DATE	APPROVED:  DIRECTOR OF PUBLIC WORKS                      DATE  CHECK BY:  CITY ENGINEER                      DATE
	CITY OF HUNTINGTON PARK PUBLIC WORKS & ENGINEERING DEPARTMENT  <b>ZOE AVENUE TRENCH AND PAVEMENT REPAIR (ALBANY ST TO EAST ALAMEDA ST)</b>  TITLE SHEET - LOCATION PLAN, GENERAL & CONSTRUCTION NOTES, LEGEND, INDEX OF DRAWINGS		SHEET 1 OF 4 SHEETS		

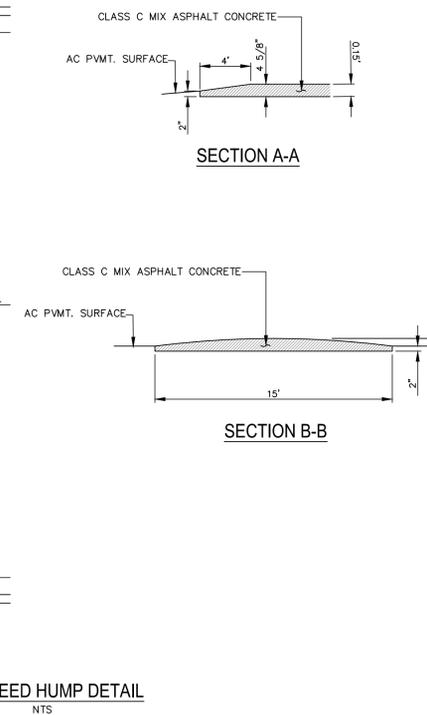
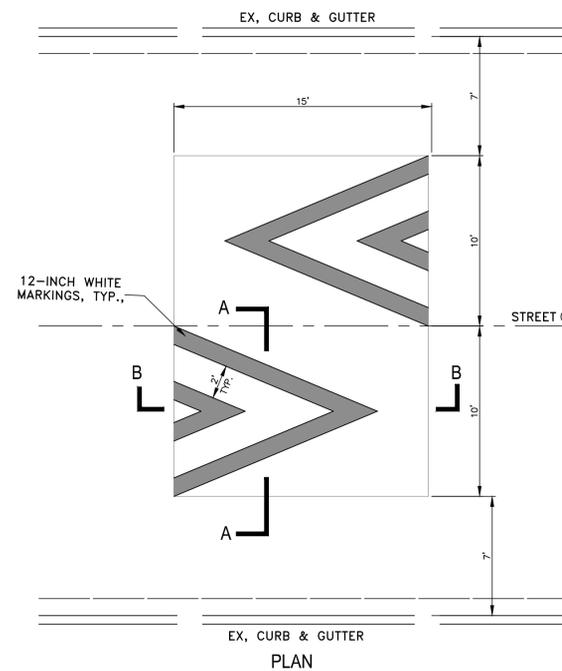


SCALE: 1"=40'



**NOTES:**

- ALL EXISTING UTILITY LINES SHOWN ON THE PLANS ARE BASED ON AVAILABLE RECORDS. LATERAL HOUSE CONNECTION OF UTILITIES ARE NOT SHOWN.  
IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE ACTUAL LOCATION OF ALL EXISTING UTILITIES MAIN LINE OR LATERAL/HOUSE CONNECTION PRIOR TO EXCAVATION.
- NO EXCAVATION WORK SHALL BE DONE WITHOUT THE PRESENCE OF THE UTILITY COMPANY OR THEIR REPRESENTATIVES.
- ALL UTILITY LINES SHALL BE PROTECTED. PROVIDE SUPPORT TO THESE UTILITIES ACCEPTABLE TO THE RESPECTIVE COMPANY OWNERS. THE CONTRACTOR SHALL SUBMIT THE SUPPORT (DESIGNED DEVICE) FOR APPROVAL BY THE ENGINEER AND UTILITY OWNER PRIOR TO THE START OF EXCAVATION.  
UTILITY LINE/S THAT WOULD BE DAMAGED BECAUSE OF THE CONTRACTOR'S WORK SHALL BE RESTORED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE AND TO THE SATISFACTION OF THE UTILITY RESPECTIVE OWNER.
- ALL EXPOSED UTILITY LINES TO BE BACKFILLED AT THE TRENCH SHALL BE PROTECTED AND ENCASED WITH 8" THICK CONCRETE SLURRY AND/OR AS APPROVED BY THE UTILITY OWNER.
- AFFECTED EXISTING WATER VALVE COVERS, WHETHER SHOWN ON THE PLAN OR NOT, SHALL BE ADJUSTED TO GRADE BY THE CONTRACTOR UNLESS TO BE DONE BY THE UTILITY OWNER.
- EXISTING STORM DRAIN MANHOLES SHALL BE PROTECTED IN PLACE UNLESS NOTED OTHERWISE.
- PRIOR TO TRENCH EXCAVATION THE CONTRACTOR SHALL SUBMIT EXCAVATION TRENCH SHORING PLAN PREPARED BY A CIVIL ENGINEER AND OBTAINED A CAL OSHA PERMIT TO PERFORM THE TRENCH EXCAVATION AND PAVEMENT REPAIR.



**CONSTRUCTION NOTES:**

- PAVEMENT DISTRESS REPAIR: TRENCH BY UNCLASSIFIED EXCAVATION TO EXPOSE EXISTING 36" RCP DISCHARGE STORM DRAIN LINE, CONSTRUCT SAND BEDDING, BACKFILL AND PROTECT UTILITY LINES TO REPAIR DISTRESSED PAVEMENT TO GOOD FUNCTIONAL CONDITION PER DETAIL ON SHEET 2 AND THE SPECIAL PROVISIONS OF THE CONTRACT DOCUMENTS
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- REMOVE AND RECONSTRUCT HALF PORTION OF CROSS-GUTTER. CROSS GUTTER SHALL BE RECONSTRUCTED PER SPPWC STD PLAN 123-2, SECTION A-A AND MATCH & JOIN EXISTING
- REMOVE AND RECONSTRUCT AC SPEED HUMP PER DETAIL ON SHEET 2

**ATTENTION**  
All utilities shown on this plan are based on available records. It shall be the sole responsibility of the contractor to verify all existing utilities by contacting utility agencies and to avoid damaging existing utilities during excavation.  
FOR UNDERGROUND SERVICE ALERT CALL: 811

CITY OF HUNTINGTON PARK  
PUBLIC WORKS & ENGINEERING DEPARTMENT

ZOE AVENUE TRENCH AND  
PAVEMENT REPAIR  
(ALBANY ST TO EAST ALAMEDA ST)

IMPROVEMENT PLAN & DETAILS

SHEET 2 OF 4 SHEETS



**BENCH MARK**

BM NO. 11767 ELEV. 160.896  
DPW BM TAG IN E CB AM(13) E/O C/L ALAMEDA ST (E BARREL)  
ON C/L PROD FENCE @BLDG #6724 152M(500FT) S/O ZOE ST.

NO.	REVISIONS	REVISED BY	APPROVED BY	DATE



**PREPARED BY:**

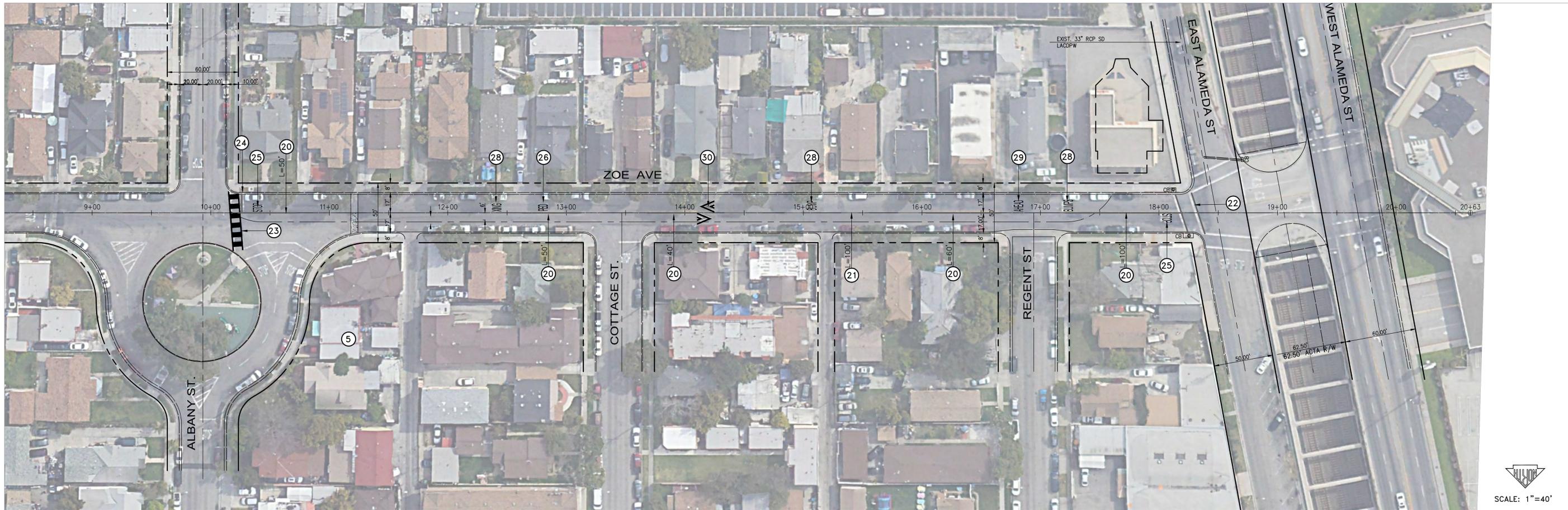
13367 BENSON AVE  
CHINO, CALIFORNIA 91710  
909 595 8599

**TRANSTECH**  
JOSEPH D. PERALTA, REG. C56508

**APPROVED:**

DIRECTOR OF PUBLIC WORKS DATE  
CHECK BY: DATE  
CITY ENGINEER

01-07-2020 DATE



SCALE: 1"=40'

**GENERAL SIGNING, MARKING AND STRIPING NOTES**

- SIGNING, MARKING AND STRIPING SHALL CONFORM TO THE CALIFORNIA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD) (LATEST EDITION), CALTRANS STANDARD SPECIFICATIONS (LATEST EDITION), AND ANY ADDENDUM THERETO OR LATEST EDITION AND THESE PLANS, SPECIAL PROVISIONS AND CONTRACT DOCUMENTS.
- ALL STRIPING AND PAVEMENT MARKINGS SHALL BE REFLECTORIZED PAINT.
- ALL CONFLICTING STRIPING AND PAVEMENT MARKINGS SHALL BE REMOVED AS FOLLOWS:  
PAINT SHALL BE REMOVED BY WET SANDBLASTING OR ANY METHOD APPROVED BY THE ENGINEER.  
PAVEMENT DAMAGED DUE TO REMOVAL OF MARKERS OR STRIPING SHALL BE REPAIRED TO THE SATISFACTION OF THE CITY ENGINEER.
- THE CONTRACTOR SHALL CONTACT THE CITY OF HUNTINGTON PARK FOR INSPECTION 48 HOURS PRIOR TO BEGINNING OF CONSTRUCTION.
- CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS BEFORE STARTING WORK. IF CONDITIONS EXIST WHICH ARE CONTRARY TO THOSE SHOWN ON PLANS, THE CITY ENGINEER SHALL BE NOTIFIED BEFORE PROCEEDING WITH WORK.
- SEE SPECIAL PROVISIONS OF THE CONTRACT DOCUMENTS FOR OTHER REQUIREMENTS.

**MARKING & STRIPING CONSTRUCTION NOTES:**

- (20) REMOVE EXISTING STRIPING AND PAINT DETAIL 22 PER CALTRANS STD PLAN A20A
- (21) REMOVE EXISTING STRIPING AND INSTALL DETAIL 1 PER CALTRANS STD PLAN A20A
- (22) REMOVE EXISTING CROSSWALK AND PAINT WHITE BASIC CROSSWALK 10' WIDE PER CALTRANS STD PLAN A24F
- (23) REMOVE EXISTING CROSSWALK AND PAINT WHITE LADDER CROSSWALK 8' TO MATCH EXISTING
- (24) REMOVE EXISTING AND PAINT LIMIT LINE PER CALTRANS STD RSP A24G
- (25) REMOVE EXISTING AND PAINT THE WORD "STOP" PER CALTRANS STD A24D
- (26) REMOVE EXISTING AND PAINT THE WORD "PED" PER CALTRANS STD A24D
- (27) REMOVE EXISTING AND PAINT THE WORD "XING" PER CALTRANS STD A24D
- (28) REMOVE EXISTING AND PAINT THE WORD "BUMP/S". EACH LETTER TO MATCH SIMILAR LETTER ON THE CALTRANS STD A24D
- (29) REMOVE EXISTING AND PAINT THE WORD "AHEAD" PER CALTRANS STD A24D
- (30) REMOVE EXISTING AND PAINT THE V BUMP MARKING PER BUMP DETAIL ON SHEET 2

**ATTENTION**  
All utilities shown on this plan are based on available records. It shall be the sole responsibility of the contractor to verify all existing utilities by contacting utility agencies and to avoid damaging existing utilities during excavation.  
FOR UNDERGROUND SERVICE ALERT CALL: 811

CITY OF HUNTINGTON PARK  
PUBLIC WORKS & ENGINEERING DEPARTMENT

ZOE AVENUE TRENCH AND PAVEMENT REPAIR  
(ALBANY ST TO EAST ALAMEDA ST)

MARKING & STRIPING PLAN

SHEET 3 OF 4 SHEETS

Underground Service Alert  
Call: TOLL FREE 811  
TWO WORKING DAYS BEFORE YOU DIG

**BENCH MARK**  
BM NO. 11767 ELEV. 160.896  
DPW BM TAG IN E CB AM(13) E/O C/L ALAMEDA ST (E BARREL)  
ON C/L PROD FENCE @BLDG #6724 152M(500FT) S/O ZOE ST.

NO.	REVISIONS	REVISED BY	APPROVED BY	DATE



PREPARED BY:  
**TRANSTECH**  
13367 BENSON AVE  
CHINO, CALIFORNIA 91710  
909 595 8599  
JOSEPH D. DE PERALTA, REGISTERED PROFESSIONAL ENGINEER  
01-07-2020  
DATE

APPROVED:  
\_\_\_\_\_  
DIRECTOR OF PUBLIC WORKS DATE  
CHECK BY:  
\_\_\_\_\_  
CITY ENGINEER DATE



# ATTACHMENT "B"



**CITY OF HUNTINGTON PARK  
CALIFORNIA**

**CONTRACT DOCUMENTS  
SPECIFICATIONS AND STANDARD DRAWINGS**

**FOR**

**ZOE AVENUE TRENCH AND PAVEMENT REPAIR PROJECT  
FY 2019/2020  
PROJECT NO.: 2018-10**

**KARINA MACIAS – MAYOR  
MANUEL “MANNY” AVILA – VICE MAYOR  
GRACIELA ORTIZ – COUNCIL MEMBER  
JHONNY PINEDA – COUNCIL MEMBER  
MARILYN SANABRIA – COUNCIL MEMBER**

**RICARDO REYES - CITY MANAGER  
RAUL ALVAREZ - ASSISTANT CITY MANAGER  
DOUGLAS BENASH - CITY ENGINEER**

**PREPARED BY:**

**Transtech Engineers, Inc.**

**Bid Opening: February 26, 2020 at 2:00 PM  
Engineer’s Estimate: \$660,000.00**

**ZOE AVENUE TRENCH AND PAVEMENT REPAIR PROJECT  
FY 2019/2020  
PROJECT NO.: 2018-10**

**IN THE CITY OF HUNTINGTON PARK**

**BID SCHEDULE**

- Bid Period: January 30, 2020 – February 26, 2020
- Mandatory Pre-Bid Meeting: February 19, 2020, 11:00 AM (City Hall)
- Bid Opening: February 26, 2020, 2:00 PM
- Award of Contract: March 17, 2020 City Council meeting

Bids will be received at the office of the City Clerk, City Hall, City of Huntington Park, 6550 Miles Ave., Huntington Park, CA 90255 until **2:00 PM on February 26, 2020**

These Specifications have been prepared  
under the direction of:



---

Joseph De Peralta, RCE C56508



**CITY OF HUNTINGTON PARK  
CALIFORNIA**

**TO PROSPECTIVE BIDDERS:**

The City of Huntington Park invites you to become a prospective bidder on one of its public works projects. It is the City's intention to provide you with thorough and complete information regarding this project and to present an accurate description of the necessary work so that you may successfully bid and construct the project.

Submittal of your bid will be a proof that you have made a thorough and complete investigation of the project site and that you have discovered no apparent discrepancies between the scope of work set forth in the plans and specifications and the actual field conditions.

If there are any questions regarding this project, please contact the Project Engineer's office at (323) 584-6346 or by email to [coldan@infengr.com](mailto:coldan@infengr.com).

Raul Alvarez  
Assistant City Manager

**ZOE AVENUE TRENCH AND PAVEMENT REPAIR PROJECT  
FY 2019/2020  
PROJECT NO.: 2018-10**

IN THE CITY OF HUNTINGTON PARK

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CONTRACT AGREEMENT	D-1 to D-21
GENERAL SPECIFICATIONS	E-1 to E-9
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DEPARTMENT OF INDUSTRIAL RELATIONS CONTRACTOR REGISTRATION NUMBER FORM	APPENDIX "B"
PUBLIC IMPROVEMENT PROJECT SIGN	APPENDIX "C"

NOTICE INVITING SEALED BIDS

FOR

**ZOE AVENUE TRENCH AND PAVEMENT REPAIR PROJECT  
FY 2019/2020  
PROJECT NO.: 2018-10**

IN THE CITY OF HUNTINGTON PARK

PUBLIC NOTICE IS HEREBY GIVEN that the City of HUNTINGTON PARK as AGENCY, invites sealed bids for the above stated project and will receive such bids in the offices of the City Clerk, 6550 Miles Avenue, HUNTINGTON PARK, California 90255, up to the hour of **2:00 p.m. on February 26, 2020**. They will be publicly opened in the City Council Chambers at **2:00 p.m.** on the above date.

**Copies of the contract documents are available on the City's website ([www.hpca.gov/bids.aspx](http://www.hpca.gov/bids.aspx)). All questions from Plan Holders are to be emailed to [croldan@infengr.com](mailto:croldan@infengr.com)**

To comply with SB 854, beginning January 1, 2015 the following applies:

1. No contractor or subcontractor may be listed on a bid proposal for public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
2. No contractor or subcontractor may be awarded a contract for public works on a public works project awarded on or after April 1, 2015, unless registered with the DIR.
3. The project is subject to compliance monitoring and enforcement by the DIR.
4. Require the prime contractor to post job site notices prescribed by regulation (regulation not created yet) or the City must post the notices itself.

**The Contractor shall fill in the Department of Industrial Relations (DIR) Contractor Registration Number Form provided in Appendix "B" and submit it with the sealed Bid.**

The AGENCY hereby affirmatively ensures that minority business enterprises will be afforded full opportunity to submit bids in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, marital status or religion in any consideration leading to the award of contract.

In entering into a public works contract, or subcontract, to supply goods, services, or materials pursuant to a public works contract, the Contractor, or the Subcontractors, offers and agrees to assign to the awarding body all rights, title and interest in, and to, all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code) , arising from purchases of goods, services, or materials pursuant to the public work contract or the subcontract. This assignment shall be made and become effective as the time the awarding body tenders final payment to the Contractor, without further acknowledgement by the parties.

Bids must be prepared on the approved Proposal forms in conformance with the “Instructions to Bidders” and submitted in a sealed envelope plainly marked on the outside. The bid must be accompanied by a certified or cashier’s check, or bidder’s bond, made payable to the AGENCY for an amount no less than ten percent of the amount bid.

**Bidders must hold a valid California Class A Contractor’s License.**

No bid will be accepted from a Contractor who has not been licensed in accordance with provisions of the Business and Professions Code. The successful Contractor and his subcontractors will be required to possess business licenses from the City.

The AGENCY will deduct **five percent (5%)** retention from all progress payments as specified in Section 9-3.2 of these Specifications. The Contractor may substitute an escrow holder surety of equal value to the retention and the Contractor shall be beneficial owner of the surety and shall receive any interest thereon.

The AGENCY reserves the right to reject any or all bids, to waive any irregularity and to take all bids, under advisement for a period of sixty (60) days.

The contract period for this project is **sixty (60) working days** from the effective date of the Notice-to-Proceed to be issued by the City.

BY ORDER OF: The City of HUNTINGTON PARK, California

---

Donna Schwartz, City Clerk

## INSTRUCTIONS TO BIDDERS

FOR

### **ZOE AVENUE TRENCH AND PAVEMENT REPAIR PROJECT FY 2019/2020 PROJECT NO.: 2018-10**

IN THE CITY OF HUNTINGTON PARK

#### **PROPOSAL FORMS**

Bids shall be submitted in writing on the Proposal forms provided by the AGENCY. All information requested therein must be clearly and legibly set forth in the manner and form indicated. The AGENCY will not consider any proposal not meeting these requirements.

#### **PROPOSAL GUARANTEE**

Proposals must be accompanied by a proposal guarantee consisting of a certified or cashier's check or bid bond payable to the AGENCY in the amount not less than ten percent of the total bid amount. Any proposal not accompanied by such a guarantee will not be considered. If a bidder to whom a contract is awarded fails or refuses to execute the contract documents or furnish the required insurance policies and bonds as set forth in those documents, the proposal guarantee shall be forfeited to the AGENCY. The proposal guarantees of all bidders will be held until the successful bidder has properly executed all contract documents.

#### **DELIVERY OF PROPOSAL**

Two (2) copies of the proposal shall be enclosed in a sealed envelope plainly marked on the outside **"ZOE AVENUE TRENCH AND PAVEMENT REPAIR PROJECT FY 2019/2020 PROJECT NO.: 2018-10, IN THE CITY OF HUNTINGTON PARK – DO NOT SEND WITH REGULAR MAIL."** Proposals may be mailed AND RETURN RECEIPT is required or delivered by messenger. However, it is the bidder's responsibility alone to ensure delivery of the proposal to the hands of the AGENCY'S Purchasing Officials prior to the bid opening hour stipulated in the Notice Inviting Sealed Bids. Late proposals will not be considered and are automatically disqualified.

#### **WITHDRAWAL OF PROPOSALS**

A proposal may be withdrawn by a written request signed by the bidder. Such requests must be delivered to the AGENCY's designated official prior to the bid-opening hour stipulated in the Notice Inviting Sealed Bids. Proposals may not be withdrawn after said hour without forfeiture of the proposal guarantee. The withdrawal of the proposal will not prejudice the right of the bidder to submit a new proposal, providing there is time to do so.

## **IRREGULAR PROPOSALS**

Unauthorized conditions, limitations, or provisions attached to a proposal will render it irregular and may cause its rejection. The completed proposal forms shall be without interlineations, alterations, or erasures. Alternative proposals will not be considered unless specifically requested. No oral, telegraphic, telephonic, facsimile or electronic proposal, modification or withdrawal will be considered.

## **TAXES**

No mention shall be made in the proposal of Sales Tax, Use Tax, or any other tax, as all amounts bid will be deemed and held to include any such taxes, which may be applicable.

## **DISQUALIFICATION OF BIDDERS**

In the event that any bidder acting as a prime contractor has an interest in more than one proposal, all such proposals will be rejected, and the bidder will be disqualified. This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one bidder, and while doing so, may also submit a formal proposal as a prime contractor. No proposal will be accepted from a bidder who has not been licensed in accordance with the provisions of the State Business and Professions Code.

## **DISCREPANCIES AND MISUNDERSTANDINGS**

Bidders must satisfy themselves by personal examination of the work site, Plans, Specifications, and other contract documents and by any other means as they may believe necessary, as to the actual physical conditions, requirements and difficulties under which the work must be performed. No bidder shall at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies found in the Plans, Specifications, or other contract documents shall be called to the attention of the AGENCY and clarified prior to the submission of proposals.

## **EQUIVALENT MATERIALS**

Although the bidder may believe that by use of a different material than that specified on/in the plans and specifications, a lower cost project/bid may result. The bidder is to bid the project on the basis of using the material(s) as named keeping in mind that all materials named herein by manufacturer is not to prohibit the bidder considering using in his bid what he consider to be an equal material except where the AGENCY has designated a sole product. Once the bids have been opened the successful Contractor may discuss with the AGENCY the use of another product; which may result in a determination by the AGENCY that the other product is equal and possibly that by the AGENCY allowing the use of the Contractor proposed equal that a change in the contract amount may result.

## **LEGAL RESPONSIBILITIES**

All proposals must be submitted, filed, made, and executed in accordance with State and Federal laws relating to bids for contracts of this nature whether the same or expressly referred to herein or not. Any bidder submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions, and requirements set forth, contemplated, and referred to in the Plans, Specifications, and other contract documents, and to full compliance therewith.

### **AWARD OF CONTRACT**

The award of contract, if made, will be to the lowest responsible bidder as determined solely by the AGENCY. Additionally, the AGENCY reserves the right to accept or reject any or all proposals, to waive any irregularity, and to make an award as may best serve the interests of the AGENCY.

### **SURETY BOND PERIOD**

Surety Faithful Performance Bond shall be maintained for one (1) year after completion of project construction.

PROPOSAL

FOR

**ZOE AVENUE TRENCH AND PAVEMENT REPAIR PROJECT  
FY 2019/2020  
PROJECT NO.: 2018-10**

IN THE CITY OF HUNTINGTON PARK

To the City of Huntington Park, as AGENCY

In accordance with AGENCY's Notice Inviting Sealed Bids, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and contract documents therefor and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instruction to Bidders, and all other contract documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with AGENCY at the unit and/or lump sum prices set forth in the following Bid Schedule. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to AGENCY of the guarantee accompanying this proposal. This bid may not be withdrawn within a period of sixty (60) days after the date of its proper opening by the City.

BIDDER understands that a bid is required for the entire work and that the estimated quantities set forth in the Bid Schedule are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. **THE AGENCY RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT OF ANY QUANTITY SHOWN AND TO DELETE ANY ITEM FROM THE CONTRACT.** It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the BIDDER's default in executing the required contract and filing the necessary bonds and insurance certificates within ten working days after the date of the AGENCY's notice of award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the AGENCY and this bid and the acceptance hereof may, at the AGENCY'S option, be considered null and void.

BID PROPOSAL

FOR

**ZOE AVENUE TRENCH AND PAVEMENT REPAIR PROJECT  
FY 2019/2020  
PROJECT NO.: 2018-10**

IN THE CITY OF HUNTINGTON PARK

The undersigned declares that he has carefully examined the location of the proposed work, that he has examined the specifications and read the accompanying instructions to bidders, and hereby proposes to do all the work in accordance with said specifications for the amounts set forth below:

Construct improvements as reiterated above, located in the City of HUNTINGTON PARK, California, in accordance with the specifications for the unit price set forth in the following items:

<b>BASE BID SCHEDULE</b>					
<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>EST. QTY.</b>	<b>UNIT PRICE</b>	<b>EXTENDED AMOUNT</b>
1	Mobilization/Demobilization	LS	1	\$	\$
2	Traffic Control including K-Rail Trench Security & protection	LS	1	\$	\$
3	Distress Pavement Repair	LF	755	\$	\$
4	Aggregate Base	CY	150	\$	\$
5	2" AC Pavement Cold Mill (half of the street)	SF	13,500	\$	\$
6	Asphalt Concrete	TON	250	\$	\$
7	Remove and Reconstruct Cross Gutter	SF	46	\$	\$
8	Adjust Storm Drain Manhole Frame & Cover	EA	2	\$	\$
9	Remove and Reconstruct Speed Bump	EA	1	\$	\$
10	Remove and Paint Marking and Striping	LS	1	\$	\$
11	Construct and install Project Improvement Project Sign	LS	1	\$	\$
<b>TOTAL BASE BID AMOUNT IN FIGURES</b>					\$

**TOTAL BASE BID AMOUNT IN WORDS:**

\_\_\_\_\_ Dollars

**The award of Contract shall be based on the TOTAL BASE BID PRICE only. The ADDITIVE AND DEDUCTIVE ALTERNATE BID ITEMS above will not be taken into account in determining the lowest responsible bidder. City may add or deduct bid items from the ADDITIVE AND DEDUCTIVE ALTERNATE BID SCHEDULE at the sole and complete discretion of the City as part of the performance of the contract.**

ADDITIVE AND DEDUCTIVE ALTERNATE BID SCHEDULE					
ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
Deduct Bid Item 3 from Base Bid	Distress Pavement Repair	LF	755	(minus) \$	(minus) \$
A.1	Unclassified Excavation and Export	CY	1,975	\$	\$
A.2	Distress Repair with Controlled Low Strength Material	LF	755	\$	\$
<b>TOTAL ADDITIVE AND DEDUCTIVE ALTERNATE BID AMOUNT IN FIGURES</b>					\$

**TOTAL ADDITIVE AND DEDUCTIVE ALTERNATE BID AMOUNT IN WORDS:**

\_\_\_\_\_ Dollars

**The award of Contract shall be based on the TOTAL BASE BID PRICE only. The ADDITIVE AND DEDUCTIVE ALTERNATE BID ITEMS above will not be taken into account in determining the lowest responsible bidder. City may add or deduct bid items from the ADDITIVE AND DEDUCTIVE ALTERNATE BID SCHEDULE at the sole and complete discretion of the City as part of the performance of the contract.**

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name



REFERENCES

The following are the names, addresses, and telephone numbers for three public agencies for which BIDDER has performed similar work within the past two years:

1. \_\_\_\_\_  
Name and Address of Agency

\_\_\_\_\_

Name and telephone number of person familiar with project

\_\_\_\_\_

Contract amount	Type of work	Date completed
-----------------	--------------	----------------

2. \_\_\_\_\_  
Name and Address of Agency

\_\_\_\_\_

Name and telephone number of person familiar with project

\_\_\_\_\_

Contract amount	Type of work	Date completed
-----------------	--------------	----------------

3. \_\_\_\_\_  
Name and Address of Agency

\_\_\_\_\_

Name and telephone number of person familiar with project

\_\_\_\_\_

Contract amount	Type of work	Date completed
-----------------	--------------	----------------

The following are the names, addresses, and telephone numbers of all brokers and sureties from whom BIDDER intends to procure insurance and bonds:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

BIDDER certifies that in all previous contracts or subcontractors, all reports which may have been due under the requirements of any AGENCY, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

### AFFIRMATIVE ACTION CERTIFICATION

BIDDER certifies that affirmative action has been taken to seek out and consider minority business enterprises for those portions of the work to be subcontracted, and that such affirmative actions have been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded thereunder. Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

### NON-COLLUSION AFFIDAVIT

BIDDER declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the AGENCY is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work and that this proposal is in all respects fair and without collusion or fraud.

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Telephone \_\_\_\_\_

State Contractor's License No. and Class: \_\_\_\_\_

Original Date Issued \_\_\_\_\_ Expiration Date \_\_\_\_\_

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The date of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal is as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, title, hands, and seals of all forenamed principals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BIDDER \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made hereto are true and correct.

\_\_\_\_\_  
Signature of Contractor's Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Subscribed and sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

NOTARY PUBLIC \_\_\_\_\_

Note: The standard printed bid bond form of any bonding company acceptable to the City of Huntington Park may be used in lieu of the following approved sample bond form, provided the security stipulations protecting the City of Huntington Park are not in any way reduced by use of the surety company's printed standard form.

PROPOSAL GUARANTEE  
BID BOND

FOR

**ZOE AVENUE TRENCH AND PAVEMENT REPAIR PROJECT  
FY 2019/2020  
PROJECT NO.: 2018-10**

IN THE CITY OF HUNTINGTON PARK

KNOW ALL MEN BY THESE PRESENTS that \_\_\_\_\_  
\_\_\_\_\_, as BIDDER, and \_\_\_\_\_  
\_\_\_\_\_, as SURETY, are held and firmly  
bound unto the City of Huntington Park, as AGENCY, in the penal sum of  
\_\_\_\_\_

\_\_\_\_\_ dollars (\$\_\_\_\_\_), which is ten percent of the  
total amount bid by BIDDER to AGENCY for the above stated project, for the payment of which  
sum, BIDDER and SURETY agree to be bound, jointly and severally, firmly be these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to  
submit a bid to AGENCY for the above stated project, if said bid is rejected, or if said bid is  
accepted and a contract is awarded and entered into by BIDDER in the manner and time specified,  
then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor  
of AGENCY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals, this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

BIDDER\* \_\_\_\_\_  
\_\_\_\_\_

SURETY\* \_\_\_\_\_  
\_\_\_\_\_

Subscribed and sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

NOTARY PUBLIC \_\_\_\_\_

\*Provide BIDDER/SURETY name, address and telephone number and the name, title, address  
and telephone number of authorized representative.

BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE

FOR

**ZOE AVENUE TRENCH AND PAVEMENT REPAIR PROJECT**

**FY 2019/2020**

**PROJECT NO.: 2018-10**

IN THE CITY OF HUNTINGTON PARK

In accordance with Government Code Section 14310.5, the BIDDER shall complete, under penalty of perjury, the following questionnaire.

QUESTIONNAIRE

Has the Bidder, any officer of the bidder or any employee of the Bidder who has a proprietary interest in the Bidder ever been disqualified, removed or otherwise prevented from bidding on or completing a Federal, State or local government project because of a violation of law or a safety regulation?

Yes \_\_\_\_\_

No \_\_\_\_\_

If the answer is yes, explain the circumstances in the space provided.

Note: The following is to be used in case of cash, a cashier's check or a certified check accompanying the proposal.

**PROPOSAL GUARANTEE  
CASH, CASHIER'S CHECK, OR CERTIFIED CHECK**

**FOR**

**ZOE AVENUE TRENCH AND PAVEMENT REPAIR PROJECT  
FY 2019/2020  
PROJECT NO.: 2018-10**

**IN THE CITY OF HUNTINGTON PARK**

Accompanying this proposal is a certified check, a cashier's check, or bidder's bond payable to the order of the City of HUNTINGTON PARK, or cash in the amount of

\_\_\_\_\_ Dollars

(\$\_\_\_\_\_). The proceeds of the same shall become the property of said City if, in case this proposal shall be accepted by said City through the City Council, the undersigned shall fail to execute a contract, with and furnish the insurance and bonds required by the City of HUNTINGTON PARK within the specified time; otherwise, the same is to be returned to the undersigned as set forth in the Instructions to Bidders.

\_\_\_\_\_  
\_\_\_\_\_  
Bidder

CONTRACT AGREEMENT

FOR

**ZOE AVENUE TRENCH AND PAVEMENT REPAIR PROJECT  
FY 2019/2020  
PROJECT NO.: 2018-10**

IN THE CITY OF HUNTINGTON PARK

THIS CONTRACT SERVICES AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_\_, \_\_\_\_\_ 2020, (hereinafter, the “Effective Date”), by and between the CITY OF HUNTINGTON PARK, a municipal corporation (“CITY”) and NAME OF CONTRACTOR OR CONSULTANT (hereinafter, “CONTRACTOR”). For the purposes of this Agreement CITY and CONTRACTOR may be referred to collectively by the capitalized term “Parties.” The capitalized term “Party” may refer to CITY or CONTRACTOR interchangeably.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY an

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, CONTRACTOR agrees to perform the services and tasks set forth in **Exhibit “A”** (hereinafter referred to as the “**Scope of Services**”). CONTRACTOR further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term “Work.”
- 1.2 TERM: This Agreement shall have a term of [NUMBER OF YEAR(S) commencing from [TERM DATE]. Upon the conclusion of the Term, this Agreement shall renew automatically for a maximum of [NUMBER OF YEAR(S)] [?] - year extensions of terms, unless CITY issues written notice of its intent not to authorize an additional extension term(s). Nothing in this Section shall operate to prohibit or otherwise restrict the CITY’s ability to terminate this Agreement at any time for convenience or for cause.

1.3 COMPENSATION:

- A. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Service, Exhibit A, in accordance with the compensation schedule which is Exhibit B (hereinafter, the “Approved Rate Schedule”).
- B. Section 1.3(A) notwithstanding, CONTRACTOR’S total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of [AMOUNT] (hereinafter, the “Not-to-Exceed Sum”), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Director of Finance. In the event CONTRACTOR’S charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONTRACTOR’S performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.

1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONTRACTOR shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed. If the amount of CONTRACTOR’S monthly compensation is a function of hours worked by CONTRACTOR’S personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar day of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

1.5 ACCOUNTING RECORDS: CONTRACTOR shall maintain complete and accurate records with respect to all matters covered under this Agreement during and for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities. The City shall own all accounting records maintained by the CONTRACTOR.

1.6 ABANDONMENT BY CONTRACTOR: In the event CONTRACTOR 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, CONTRACTOR shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR 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 CONTRACTOR'S cessation or abandonment.

## II. PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the [NAME OF PERSON DESIGNATED] (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONTRACTOR shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 CONTRACTOR REPRESENTATIVE AND CONTACT INFORMATION: CONTRACTOR hereby designates or designee to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR 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 CONTRACTOR Representative shall constitute notice to CONTRACTOR.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONTRACTOR 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 CONTRACTOR shall be subject to inspection and approval by CITY Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONTRACTOR represents, acknowledges and agrees to the following:
- A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR'S profession;
  - B. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the CITY;
  - C. CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR'S employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and
- F. All of CONTRACTOR'S employees and agents (including but not limited to SUB-CONTRACTOR) 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 CONTRACTOR shall perform, at CONTRACTOR'S own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONTRACTOR'S failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONTRACTOR'S employees, agents, and SUB-CONTRACTOR. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery 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 and in their sole and absolute discretion. The Parties acknowledge and agree that CITY'S acceptance of any work performed by CONTRACTOR or on CONTRACTOR'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 CONTRACTOR, including but not limited to the representation that CONTRACTOR possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONTRACTOR'S profession.

ASSIGNMENT: The skills, training, knowledge and experience of CONTRACTOR 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 CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR 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 CONTRACTOR'S duties or obligations under this Agreement without the prior written consent of CITY. In the absence of CITY'S prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

2.5 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONTRACTOR or under CONTRACTOR'S strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONTRACTOR on an independent CONTRACTOR basis and not as an employee. CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR are not employees of CITY and shall at all times be under CONTRACTOR'S exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

- 2.6 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONTRACTOR'S officers, employees, agents, or SUB-CONTRACTOR is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR'S officers, employees, agents, or SUB-CONTRACTOR fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, or SUB-CONTRACTOR shall be promptly removed by CONTRACTOR and shall not be reassigned to perform any of the Work.
- 2.7 COMPLIANCE WITH LAWS: CONTRACTOR 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. CONTRACTOR'S compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.8 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, CONTRACTOR, 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 CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent CONTRACTOR and are not officials, officers, employees, departments or subdivisions of CITY. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, CONTRACTOR and SUB-CONTRACTOR. CONTRACTOR and all persons retained or employed by CONTRACTOR 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 CONTRACTOR under this Agreement or is otherwise expressly conferred by CITY in writing.

### III. INSURANCE

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

- A. Commercial General Liability Insurance: CONTRACTOR 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: CONTRACTOR 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 Two Million Dollars (\$2,000,000.00) per accident for bodily injury and property damage.
- C. Workers’ Compensation Insurance / Employer’s Liability Insurance: Workers’ Compensation: as 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. If the contractor is 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 form must be signed.
- D. Pollution Liability Insurance: CONTRACTOR shall procure pollution liability insurance with a limit of Three Million Dollars (\$3,000,000.00) per claim and aggregate.

3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage shall contain an endorsement naming the CITY and CITY’s elected and appointed officials, officers, employees, agents and volunteers as additional insureds. 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 Contractor 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 Contractor’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).

For any claims related to this project, the Contractor’s insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.

Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity.

- 3.3 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.
- 3.4 PRIMACY OF CONTRACTOR'S INSURANCE: All policies of insurance provided by CONTRACTOR 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 CONTRACTOR'S insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR officers, employees, agents, CONTRACTOR or SUB-CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY.
- 3.6 VERIFICATION OF COVERAGE: CONTRACTOR 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, CONTRACTOR warrants, represents and agrees that its shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONTRACTOR'S commencement of any work or any of the Work. Upon CITY's written request, CONTRACTOR shall also provide CITY with certified copies of all required insurance policies and endorsements.
- 3.7 Subcontractors:

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

#### 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 the performance of this Agreement. 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. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of CONTRACTOR'S commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR'S performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement.
- 4.3 CITY shall have the right to offset against the amount of any compensation due CONTRACTOR under this Agreement any amount due CITY from CONTRACTOR as a result of CONTRACTOR'S failure to pay CITY promptly any indemnification arising under this Article and related to CONTRACTOR'S failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONTRACTOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR 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.
- 4.5 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required herein, CONTRACTOR 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 CONTRACTOR'S, SUB-CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONTRACTOR 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.

- 4.7 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: CITY may terminate this Agreement at any time for convenience and without cause by giving CONTRACTOR a minimum of five (5) calendar day's prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONTRACTOR shall be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. CONTRACTOR may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR to timely provide CITY or CITY's

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

- ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONTRACTOR 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 CONTRACTOR shall include, but shall not be limited to the following: (i) CONTRACTOR'S refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONTRACTOR'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) CONTRACTOR'S and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary or involuntary; (v) CONTRACTOR'S refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by CONTRACTOR within forty-five (45) calendar days of CONTRACTOR'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 CONTRACTOR as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR'S Default Notice to CITY.

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

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

- G. In the event CITY is in breach of this Agreement, CONTRACTOR'S sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR 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 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 CONTRACTOR 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. CONTRACTOR shall require all SUB-CONTRACTORS working on behalf of CONTRACTOR 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 CONTRACTOR as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR 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. CONTRACTOR 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: CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR 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:

**CONTRACTOR:**  
[NAME AND INFO]

**CITY:**  
City of Huntington Park  
Attn: Raul Alvarez, ACM  
6550 Miles Avenue  
Huntington Park, CA 90255  
Phone: (323) 584-6346

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: CONTRACTOR 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 Sub-CONTRACTOR'S), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

6.7 CITY'S RIGHT TO EMPLOY OTHER CONTRACTOR: CITY reserves the right to employ other CONTRACTOR in connection with the various projects worked upon by CONTRACTOR.

6.8 PROHIBITED INTERESTS: CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants 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 CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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, 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 CONTRACTOR 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 counterpart 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 CONTRACTOR and the remaining two original counterparts shall be retained by CITY.

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 AND INFO]**

By: \_\_\_\_\_  
[CITY REP]  
[TITLE]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Donna G. Schwartz, City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
City Attorney

INSURANCE REQUIREMENTS FOR  
FOR  
**ZOE AVENUE TRENCH AND PAVEMENT REPAIR PROJECT**  
**FY 2019/2020**  
**PROJECT NO.: 2018-10**

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.**

SUBJECT TO CHANGE ACCORDING TO EVENT

DATE

Must have a Contact Name & Phone number or email address



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

Must mark either a "Y" or "X"

INSR. TYPE	TYPE OF INSURANCE	APPL. PERIOD (MM/DD - MM/DD)	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (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 (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/PROP \$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> RENTED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		Policy Number	Current Policy Period		COMBINED SINGLE LIMIT (Per 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 NET    RETENTION \$		Policy Number	Current Policy Period		EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROFESSIONAL/PAID EXECUTIVE OF FIDUCIARY EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Policy Number	Current Policy Period		PER STATUTE    OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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  <b>City of Huntington Park 6550 Miles Avenue Huntington Park, CA 90255</b>	CANCELLATION 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  <b>SIGNATURE</b>
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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

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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**

<p><b>State Or Governmental Agency Or Subdivision Or Political Subdivision:</b></p> <div style="border: 1px solid black; padding: 10px; margin: 10px 0;"> <p style="color: red;">"The City of Huntington Park, its officers, officials, employees, and volunteers are to be covered as additional insureds."</p> </div> <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>
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**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.

FAITHFUL PERFORMANCE BOND

FOR

**ZOE AVENUE TRENCH AND PAVEMENT REPAIR PROJECT  
FY 2019/2020  
PROJECT NO.: 2018-10**

IN THE CITY OF HUNTINGTON PARK

KNOW ALL MEN BY THESE PRESENTS that \_\_\_\_\_  
\_\_\_\_\_ as CONTRACTOR and  
\_\_\_\_\_, as SURETY, are held  
and firmly bound unto the City of HUNTINGTON PARK, as AGENCY, in the penal sum of

\_\_\_\_\_ dollars (\$\_\_\_\_\_), which is one-hundred percent (100%) of the total contract amount for the  
above stated project, for the payment of which sum, CONTRACTOR and SURETY agree to be  
bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has  
been awarded and is about to enter into the annexed Contract Agreement with AGENCY for the  
above stated project, if CONTRACTOR faithfully performs and fulfills all obligations under the  
contract documents in the manner and time specified therein, then this obligation shall be null and  
void, otherwise it shall remain in full force and effect in favor of AGENCY; provided that any  
alterations in the obligations or time for completion made pursuant to the terms of the contract  
documents shall not in any way release either CONTRACTOR or SURETY, and notice of such  
alterations is hereby waived by SURETY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CONTRACTOR\* \_\_\_\_\_  
\_\_\_\_\_

SURETY\* \_\_\_\_\_  
\_\_\_\_\_

Subscribed and sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

NOTARY PUBLIC \_\_\_\_\_

\* Provide CONTRACTOR/SURETY name, address and telephone number and the name, title,  
address and telephone number of authorized representative.

MATERIAL AND LABOR BOND

FOR

ZOE AVENUE TRENCH AND PAVEMENT REPAIR PROJECT

FY 2019/2020

PROJECT NO.: 2018-10

IN THE CITY OF HUNTINGTON PARK

KNOW ALL MEN BY THESE PRESENTS that \_\_\_\_\_, as CONTRACTOR, and \_\_\_\_\_, as SURETY, are held and firmly bound unto the City of HUNTINGTON PARK, as AGENCY, in the penal sum of

\_\_\_\_\_ dollars (\$ \_\_\_\_\_), which is fifty percent (50%) of the total contract amount for the above stated project, for payment of which sum, CONTRACTOR and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been awarded and is about to enter into the annexed Contract Agreement with AGENCY for the above stated project, if CONTRACTOR or any subcontractor fails to pay for any labor or material of any kind used in the performance of the work to be done under said contract, or fails to submit amounts due under the State Unemployment Insurance Act with respect to said labor, SURETY will pay for the same in an amount not exceeding the sum set forth above, which amount shall inure to the benefit of all persons entitled to file claims under the State Code of Civil Procedures; provided that any alteration made pursuant to the terms of the contract documents shall not in any way release either CONTRACTOR or SURETY, and notice of said alterations is hereby waived by SURETY.

IN WITNESS WHEREOF the parties have set their names, titles, hands, and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CONTRACTOR\* \_\_\_\_\_

SURETY\* \_\_\_\_\_

Subscribed and sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

NOTARY PUBLIC \_\_\_\_\_

\* Provide CONTRACTOR/SURETY name, address and telephone number and the name, title, address and telephone number of authorized representative

## **E. GENERAL SPECIFICATIONS**

### **ZOE AVENUE TRENCH AND PAVEMENT REPAIR PROJECT FY 2019/2020 PROJECT NO.: 2018-10**

#### **A. GENERAL**

All work shall be performed in accordance with the "Standard Specifications for Public Works Construction", ("Greenbook" or "SSPWC"), Latest Edition, California Manual on Uniform Traffic Control Devices, (CA MUTCD"), Latest Edition, Caltrans Specifications, Latest Edition, Caltrans Standards, Latest Edition, Standard Plans for Public Works Construction, Latest Edition, the General Provisions and these Special Provisions.

In case of conflict the more stringent requirement shall apply, except when the City makes an exception. The City has the right to make such exception at its discretion, and the contractor shall provide reasonable cost discount if the City decides to implement the lesser stringent option.

#### **NOTIFICATION**

The Contractor shall notify the City of Huntington Park and the owners of all utilities and substructures not less than 48 hours prior to starting construction.

#### **CITY HOLIDAYS**

City offices are closed on the following days: New Year's Day; President's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving (2 days) and Christmas Day. During these holidays, inspections will not be available.

#### **EMERGENCY INFORMATION**

The names address and telephone numbers of the Contractor and subcontractors, or their representatives, shall be filed with the Public Works Department prior to beginning work.

#### **B. ADDITIONAL CONTRACTORS DUTIES:**

Comply with codes, ordinances, rules, regulations, orders, and other legal requirements of public authorities which bear on performance of work.

#### **C. CONTRACTS:**

Construct entire work under one contract with the City.

#### **D. The Specifications and Drawings are complementary, and what is called for in one shall be binding as if called for in both.**

E. Subsection 2-5.2, "Precedence of Contract Documents", (SSPWC), revise the order of precedence and incorporate additional items as follows:

- 1) Permits issued by jurisdictional regulatory agencies
- 2) Change Orders and/or Supplemental Agreements; which occurs last
- 3) Contract/Agreement
- 4) Addenda
- 5) Bid/Proposal
- 6) Special Provisions (Section F)
- 7) Plans
- 8) General Provisions (Section E)
- 9) Standard Plans
- 10) Standard Specifications
- 11) Reference Specifications

F. DISCREPANCIES IN THE CONTRACT DOCUMENTS:

Any discrepancies, conflicts, errors or omissions found in the Contract Document shall be promptly reported in writing to the City Engineer or his/her designee, who will issue a correction in writing. The Contractor shall not take advantage of any such discrepancies, conflicts, errors or omissions, but shall comply with any corrective measures regarding the same prescribed by the City Engineer or his/her designee, and no additional payment or time shall be allowed therefor, except as provided in the Standard Specifications.

If discrepancies are discovered between the drawings and the specifications, and no specific interpretation is issued prior to the bidding, the decision regarding this interpretation shall rest with the City Engineer or his/her designee. The Contractor shall be compelled to act on the City Engineer or his/her designee's decision as directed. In the event the installation is not in compliance with the direction of the City Engineer or his/her designee, the installation shall be corrected by and at the expense of the Contractor at no additional cost to the City.

In case of such discrepancies on the plan sheets, it is assumed that the bid included the cost for implementing/constructing the discrepancy that would have the highest dollar value.

G. ERRORS AND OMISSIONS:

If the Contractor, during the work, becomes aware of any claimed errors or omissions in the contract documents or in the City's field work, it shall immediately inform the City Engineer or his/her designee. City Engineer shall promptly review the matter, and if he/she finds an error or omission has been made, he/she shall determine the corrective actions and advise the Contractor accordingly. If the corrective work associated with an error or omission increases or decreases the amount of work called for in the Contract, the City shall issue an appropriate Change Order. After discovery of an error or omission by the Contractor, any related work performed by the Contractor shall be done at its risk unless authorized by the City Engineer or his/her designee.

H. CHANGED CONDITIONS:

The plans for the work show conditions as they are believed by City Engineer to exist, but is not intended or to be inferred that the conditions as shown thereon constitute a representation by the City that such conditions are actually existent, nor shall the City be liable for any loss sustained by the Contractor as a result of any variance of the conditions as shown on the plans and the actual conditions revealed during the progress of the work or otherwise. The word "conditions" as used in this paragraph includes, but is not limited to, site conditions, both surface and subsurface.

The Contractor shall examine the site, compare it with the drawings and specifications and shall satisfy itself as to the conditions under which the work is to be performed. The Contractor shall ascertain and check the location of all existing structures, utilities and equipment which may affect its work. The Contractor shall be responsible to re-examine the site, as necessary, for performance of change orders or other proposed changes which may affect its work. No allowance shall subsequently be made on the Contractor's behalf for any extra expense or loss of time which incurred due to failure or negligence on its part to make such examination.

I. MARKUP:

No extra work nor change orders shall be done unless authorized in advance by the City Engineer.

For extra work and change orders the following percentages shall apply:

1. LABOR COSTS

- a. Labor markup for employer taxes standard federal/state rates, approximately: 10%
- b. Labor markup for fringe benefits (if fringe benefits are not included in the labor cost: 15%
- c. Labor overhead markup: 10%
- d. Profit markup: 10%

2. MATERIAL, EQUIPMENT, SUBCONTRACTOR COSTS

Only 5% markup by prime contractor will be allowed on materials, equipment and subcontractor costs. No other additional markups (overhead, profit, etc.) will be allowed.

- 3. After the total amount is established by adding the above items, an additional 2% markup for INSURANCE AND BONDING COSTS will be allowed.

The markups mentioned hereinafter shall include, but are not limited to, all costs for the services of superintendents, project managers, timekeepers and other personnel not working directly on the change order, and pickup or yard trucks used by the above personnel, and other vehicles and/or equipment present at the job site but not directly used in actual construction activities. Incidental movements of labor, materials, supplies or equipment shall not be considered as use in actual construction activities. These costs shall not be reported as labor or equipment elsewhere, except when performing work directly on the change order and then shall only be reported at the labor classification of the work performed

J. ALLOTTED WORKING SPACE:

The Contractor shall be responsible for storing his materials and equipment. The City will not allow storing equipment, materials, vehicles, removed items, debris, etc. in the Public Right-of-Way overnight unless approved by the Engineer.

K. ACCEPTANCE OF SITE:

The Contractor shall accept the site and the character of the work as they exist on the first day of work under this contract.

L. PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS:

The Contractor shall be responsible for the protection of public and private property adjacent to the work and shall exercise due caution to avoid damage to such property per subsection 7.9 of the SSPWC.

M. SITE SECURITY AND SAFETY:

1. The Contractor shall secure the project as well as the adjoining properties during construction.
2. The provision of Section 7-10.1 (Traffic and Access), Section 7-10.2 (Storage of Equipment and Materials in Public Streets), and Section 7-10.4 (Public Safety) all as contained in the Standard Specifications, shall be applicable to this project.
3. At the end of the Workday the job site shall be left in a neat and orderly manner. Roadway and parking shall be made available wherever possible to the satisfaction of the City Engineer.
4. During construction the Contractor shall provide adequate access to each residence or business affected by this project to the satisfaction of the Engineer.
5. Should any change in these requirements be necessitated by extraordinary occurrences or requirements during the execution of the work, the Contractor shall obtain prior written approval of the Engineer.

N. WORK SITE MAINTENANCE

Add the following to Section 7-8, "Work Site Maintenance" of the SSPWC:

1. Sanitary Conditions. The Engineer may from time to time prescribe rules and regulations for maintaining sanitary conditions along the work and the Contractor shall enforce observance of the same by its employees and the employees of the subcontractor, and, if the Contractor fails to enforce these rules and regulations, the Engineer shall have the authority to enforce them.
2. Air Pollution and Dust Control. The contractor shall adhere strictly to Section 7-8.1 and Section 7-8.2 of the Standard Specifications throughout this entire project.

3. Water Pollution Control. The Contractor shall adhere strictly to Subsection 7-8.6 of the Standard Specifications through the entire project and add the following:

- a. The Contractor, without limitation, shall be responsible to provide and implement Best Management Practices to comply with National Pollution Discharge Elimination System (NPDES) standards and practices. The Contractor shall be responsible, to the fullest extent possible, not to permit any contaminants, including soil, to enter any drainage system. Contractor shall be responsible to be prepared to provide hay bales or similar devices to prevent erosion from being washed into the storm drain system. Contractor shall be responsible to maintain equipment so that oil, grease, gasoline, diesel fuel, et al., does not contaminate areas subject to run-off. The Contractor and its Surety shall fully indemnify the City for any pollution damage and/or cleaning costs.

All construction on off-site or on-site improvements shall adhere to NPDES (National Pollution Discharge Elimination System) Best Management Practices to prevent deleterious materials or pollutants from entering the City or County storm drain systems.

- b. The following are the areas to be addressed:

- a.) Handle, store and dispose of materials properly.
- b.) Avoiding excavation and grading activities during wet weather.
- c.) Construct diversion dikes and drainage swales around working sites.
- d.) Cover stockpiles and excavated soil with secured tarps or plastic sheeting.
- e.) Develop and implement erosion control plans.
- f.) Check and repair leaking equipment away from construction site.
- g.) Designate a location away from storm drains for refueling.
- h.) Cover and seal catch basins whenever working in their vicinity.
- i.) Use vacuum with all concrete sawing operations.
- j.) Never wash excess material from aggregate, concrete or equipment onto a street
- k.) Catch drips from paver with drip pans or absorbent material.
- l.) Clean up all spills using dry methods.
- m.) Sweep all gutters at the end of each working day. Gutters shall be kept clean after leaving construction site.
- n.) Call 911 in case of a hazardous spill.
- o.) Keep a running log of all activities in connection with the Storm Water Pollution Prevention Plan (SWPPP)
- p.) Name a person, on site, responsible for complying with S.W.P.P.P.

4. CONTRACTOR TO COMPLY WITH THESE REQUIREMENTS AND CITY ENGINEER'S DIRECTIONS DURING THE COURSE OF CONSTRUCTION.

O. Survey and Layout:

Contractor shall verify all dimensions on the drawings and shall report to the City Representative any discrepancies before proceeding with related work. Contractor shall

perform all survey and precise layout work to the satisfaction of the City Engineer or his/her designee. Contractor shall establish final grades and extents for the improvements and preserve such work on as-built plans.

P. The Contractor is reminded that he is responsible for the control of water through the construction area, **always**.

Q. Payments to Contractor and Claims

1. Payment for Labor and Materials. The Contractor shall pay and cause the subcontractors to pay all accounts for labor, including Worker's Compensation premiums, State Unemployment and Federal Social Security payments and all other wage and salary deductions required by law. The Contractor also shall pay and cause the subcontractors to pay all accounts for services, equipment and materials used by it and the subcontractors during the performance of work under this contract. All such accounts shall be paid as they become due and payable. If requested by the Engineer, the Contractor shall immediately furnish the City with proof of payment of such accounts.
2. Additional Work. Payment for additional work and all expenditures more than the bid amount must be authorized in writing by the Engineer or his/her designee. Such authorization shall be obtained by the Contractor prior to engaging in additional work. It shall be the Contractor's sole responsibility to obtain written approval from City Engineer for any change(s) in material or in the work proposed by suppliers or subcontractors. No payment shall be made to the Contractor for additional work which has not been approved in writing, and the Contractor hereby agrees that it shall have no right to additional compensation for any work not so authorized.
3. Claims. The Contractor shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the City, or the happening of any event, thing or occurrence, unless he shall have given the City due written notice of potential claim as hereinafter specifications. The written notice of potential claim shall set forth the reasons for which the Contractor believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. Said notice shall be submitted on a form approved by the City at least forty-eight (48) hours (two working days) in advance of performing said work, unless the work is of an emergency nature, in which case the Contractor shall notify and obtain approval from the Inspector prior to commencing the work. The Engineer or his/her designee. may require the Contractor to delay construction involving the claim, but no other work shall be delayed, and the Contractor shall not be allowed additional costs for any said delay but may be allowed on extension of time if the Engineer or his/her designee. agrees that the work delayed is a controlling element of the Construction Schedule. The Contractor shall be required to submit any supporting data (or a detailed written explanation justifying further delay) within five (5) Workdays of a request from the Engineer or his/her designee and shall be responsible for any delays resulting from late and/or incomplete submittals. By submitting a Bid, the Contractor hereby agrees that this Section shall supersede Sections 6-6.3 and 6-6.4 of the Standard Specifications.

The City Engineer shall be the sole authority to interpret all plans, specifications and

contract documents, and no claim shall be accepted which is based on the Contractor's ignorance, misunderstanding or noncompliance with any provision or portion thereof.

The above provisions shall supplement Section 3 of the Standard Specifications. The Contractor shall be responsible to provide all data and to obtain all approvals required by said Specifications, including submittal of Daily Extra Work Reports. No claims or extras shall be approved by the City unless all work was done under the direction of and subject to the approval of the Inspector. Disputed work claims shall comply with Section 3 of the Standard Specifications, as modified herein.

It is the intention of this Subsection that differences between the parties arising under and by the Contract be brought to the attention of the Engineer at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that it shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing or occurrence for which no written notice of potential claim as herein required was filed.

4. Noncompliance with Plans and Specifications. Failure of the Contractor to comply with any requirement of the Plans and Specifications, and/or to immediately remedy any such noncompliance upon notice from the Engineer, may result in suspension of Contract Progress Payments. Any Progress Payments so suspended shall remain in suspension until the Contractor's operations and/or submittals are brought into compliance to the satisfaction of the Engineer. No additional compensation shall be allowed because of suspension of Progress Payments due to noncompliance with the plans or specifications. The Contractor shall not be permitted to stop work due to said suspension of Progress Payments.
5. Request for Payment. Contractor shall submit all requests for payment on the City provided form. The City shall provide the form for use after Contract is awarded.

Prior to submittal of said form, all items for which payment is requested shall be checked and approved in writing by the City Engineer. No payments will be made unless all back-up data is submitted with the payment request and the Progress Payment Invoice is signed by both Contractor and City Engineer.

There shall be no separate payment for any relocations, barriers or forms, grading or temporary construction required to construct the improvements herein. Payment for these items shall be absorbed in the Bid Prices for the applicable work to which they are appurtenant, and no extra costs shall be allowed.

The payment of amounts due to the Contractor shall be contingent upon the Contractor and subcontractors furnishing the City with a release of all claims against the City arising by the Contract related to said amounts.

- R. Legal Address of Contractor. The address given in the Bidder's Proposal is hereby designated as the place to which all notices, letters, and other communications to the Contractor will be mailed or delivered, except such notices and communications as shall be given by the City's Inspectors to the Contractor's designated Superintendent in the field. The mailing or delivering

to said address of any notice, letter, or other communication, or the hand-delivery to said Superintendent, shall be deemed sufficient service thereof upon the Contractor. The date of such service shall be the date of such mailing or delivery. Said address may be changed at any time by a written notice signed by the Contractor and delivered to the Engineer.

#### S. Final Acceptance

Final acceptance by CITY will be made when Contractor has provided 'as-built' drawings and satisfactorily completed all work and improvements as called for in the Contract Documents including reconciliation of materials. The CITY shall notify Contractor in writing of final acceptance of the work. Failure or neglect on the part of CITY to reject inferior work during the construction period shall not be construed to imply acceptance of such work nor to preclude its right to reject it. Contractor shall be required to correct all defects which become evident at any time prior to final acceptance of Contractor's work by CITY. The cost of all such repairs, material, labor, and overheads shall be borne by Contractor. Ownership, custody, and control of the work and facilities shall pass to CITY only upon Final Acceptance.

#### T. Warranty

The Contractor expressly represents and warrants that all work performed, and all materials used are free from defects of workmanship and conform to the Contractor's Contract obligations. This warranty shall commence upon Final Acceptance and end one year from that date. The Contractor shall pay the actual cost to CITY for any breach of this warranty corrected by CITY (including labor, material and overheads). If CITY is unable to collect for the work after 30 days from completion, the actual cost may be deducted from the Contractor's refundable monies on deposit with CITY. CITY may recover such cost by claim against the surety on the performance or maintenance bond furnished by the Contractor.

#### U. As-Built Drawings

Provide and record a complete "As Built" records set of blue line prints showing changes from the original drawings and specifications and the exact "As Built" locations, sizes and types of equipment. Prints for this purpose may be obtained from the City. Keep this set of drawings on the site and use only as a record set. Use these drawings as work progress sheets. With red pencil, make neat and legible annotations thereon as the work proceeds, showing the work as actually completed. Keep these drawings available always for inspection. Before the date of the final inspection, provide the "As Built" prints to the City. Please note, that failure to submit an "As Built" set of drawings as noted above will result in the retention payment being delayed.

#### V. Payment

All cost for complying with the requirements of this section shall be included in the various items of the bidding schedule unless specified otherwise

## F. SPECIAL PROVISIONS

### ZOE AVENUE TRENCH AND PAVEMENT REPAIR PROJECT FY 2019/2020 PROJECT NO.: 2018-10

#### A. GENERAL

1. The Contractor shall obtain a no-fee Construction Permit before commencing construction from the City.

2. Scope of the Work covered by Contract Documents:

Furnish all labor, materials and equipment including supply of required power and water to repair AC pavement subgrade. Work shall include but not limited unclassified excavation, structural backfilling, AC paving, marking and striping.

3. The Contractor shall accept the site and the character of the work as they exist on the first day of work under this contract.

4. Limits of Work:

Limits of work shall be the legal property boundaries of the project site unless modified by Contract limit lines as indicated on the plans or as noted otherwise.

Prior to commencing work on any area, the Contractor shall verify and coordinate them with the City Engineer to ascertain the actual limits of work.

5. Project Schedule

The Contractor shall submit a Construction Schedule to City Engineer for approval. The work shall be scheduled to assure that construction will be completed within the specified time. The Contractor shall be held responsible for coordination of all phases of the operation so that the time schedule can be met.

If the Contractor desires to make a major change in its method or operations after commencing construction or if its Schedule fails to reflect the actual progress, the Contractor shall submit to City Engineer a revised Construction Schedule. Said Schedule shall be submitted in advance of beginning revised operations or within two (2) working days after notification by the City Engineer. City Engineer may suspend all progress payments if the Contractor fails to comply.

6. Notice to Proceed

The Contractor shall not commence work until a Notice to Proceed has been issued by the City to the Contractor.

Prior to the issuance of Notice to Proceed the Contractor shall provide the following:

- a. The Contractor shall provide all required contract bonds and evidences of insurance to the City;
- b. The Contractor shall submit a Construction Schedule and phasing plan approved by City Engineer;
- c. The Contractor shall submit a Traffic Control and Detour Plan prepared by a Civil Engineer approved by the City Engineer.
- d. Obtain a no-fee Construction Permit from the City;
- e. Obtain CAL-OSHA excavation permit;
- f. Submit and obtain approval of Excavation Shoring Design;

Notwithstanding any other provisions of the Contract, the Contractor shall not be obligated to perform any work and the City shall not be obligated to accept or pay for any work performed by the Contractor prior to delivery of a Notice to Proceed. The City's knowledge of work being performed prior to delivery of the Notice to Proceed shall not obligate the City to accept or pay for such work.

The construction date shall begin within 10 days after "Notice to Proceed" is issued by the City to the Contractor.

## 7. Contract Time

The date construction shall begin will be specified in a Notice to Proceed, by the date indicated in the construction schedule in INSTRUCTIONS TO BIDDERS SECTION of these specifications.

Working hours are between 7:00 a.m. and 4:00 p.m. Monday through Friday, excluding legal holidays and weekends.

During periods when weather or other conditions are unfavorable for construction, the Contractor shall pursue only such portions of the work as shall not be damaged thereby. No portions of the work, whose acceptable quality or efficiency will be affected by any unfavorable conditions, shall be constructed while those conditions exist. It is expressly understood and agreed by and between the Contractor and the City that the Contract time for completion of the work described herein is a reasonable time taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

## 8. Delay in Obtaining Materials:

No extension of time will be granted for a delay caused by the inability to obtain materials unless the Contractor either obtains advance written approval from City Engineer or obtains from the supplier and furnishes to the Engineer documentary proof that such materials could not be obtained due to war, government regulations, labor disputes, strikes,

fires, floods, adverse weather conditions necessitating the cessation of work, or other similar action of the elements. The Contractor is required to order materials in a timely manner as specified in the "Instruction to Bidders".

#### 9. Contract Documents

The Contractor shall maintain at the job site one (1) set of Contract Documents to include Plans & Specifications, Standard Plans, and Standard Specifications for Public Works Construction. At the end of each working day, the Contractor shall submit to the Inspector an accurate "as-built" drawing of any changes that occurred from the approved plans and drawings, including Change Order work, changed conditions in the field, and/or claimed extra work. The Contractor shall be responsible to obtain the Inspector's written approval of the accuracy of said drawing. No invoice will be accepted for processing until all work included therein is accurately shown on the record drawings.

- a. It shall be the Contractor's responsibility to completely remove all "construction graffiti" (spray paint or other marking for utilities, survey points and construction limits) prior to acceptance of the work as completed.
- b. All cost for complying with the requirements of this section shall be included in the various items of the bidding schedule unless specified otherwise.

#### B. CONSTRUCTION STAKING:

1. The Contractor shall be responsible for construction staking.
2. Unless otherwise provided in the special provision, lines and grades for the construction shall be the responsibility of the Contractor.
3. All work under this contract shall be built in accordance with the lines and grades of the existing edge of gutter and centerline. Field survey for establishing these, and for the control of construction, shall be the responsibility of the Contractor. All such survey work including construction staking shall be done on all items ordinarily requiring grade and alignment, at intervals normally accepted by the agencies and trade involved.
4. All the Survey Monuments and Benchmarks removed and/or altered during the construction shall be reset and certified "corner records" shall be submitted by the Land Surveyor, to the Engineer prior to the final acceptance of the construction.
5. Payment for surveying, construction staking, setting of the Survey Monuments and Bench Marks, preparing corner records, professional services, office and field calculations, furnishing all labor, materials, equipment, tools and incidentals, and for doing all the work involved, shall be considered as included in the items of work for which the surveying work is performed, and no additional compensation will be allowed.

#### C. INSPECTION AND TESTING:

All work covered by this Contract Documents shall be inspected by the City Engineer. Request

for inspection service shall be made 24 hours in advance and by calling 323-584-6274.

All materials furnished, and all work performed under the Contract shall be subject to review and approval by the City Engineer. Such review may include mill, plant, shop, nursery, or field inspection as required. City Engineer shall be permitted access to all parts of the work, including plants where materials are manufactured or fabricated, and shall be furnished with such materials, information and assistance by the Contractor and its subcontractors and suppliers as is required to make a complete and detailed inspection.

The City will provide standard progress public works inspection at no cost to the Contractor. Contractor shall arrange and pay for all other inspections required by ordinance or governing authorities, including tests in connection therewith, as may be assigned to it in other sections of the specifications.

City shall not perform compaction tests. It is the contractor's responsibility to meet percentages as stipulated in the contract specifications and plans, and all other applicable standards.

It shall be the Contractor's responsibility to obtain Inspection in a timely manner prior to proceeding with any phase of construction. The Contractor shall neither allow nor cause any of its work to be covered or enclosed until it has been inspected, tested and approved by the Director of Public Works and Development Services or his/her designee.

City Engineer will make, or have made, such inspections and tests as he deems necessary to see that the work is being accomplished in accordance with the requirements of the Contract. In the event such inspections or tests reveal non-compliance with the requirements of the Contract, the Contractor shall bear the cost of such corrective measures deemed necessary by the Director of Public Works and Development Services or his/her designee, as well as the cost of the subsequent re-inspection and re-testing. It shall be understood and agreed that the inspection or making of tests shall not constitute an acceptance of any portion of the work nor relieve the Contractor from compliance with the terms of the Contract.

Work done in the absence of prescribed inspection may be required to be removed and replaced under the proper inspection, and the entire cost of removal and replacement, including the cost of all materials which may be furnished by the City and used in the work thus removed, shall be borne by the Contractor, regardless of whether the work removed is found to be defective or not. Work covered without the authority of City Engineer shall, upon order of the City Engineer, be uncovered to the extent required, and the Contractor shall similarly bear the entire cost of performing all the work and furnishing all the materials necessary for the removal of the covering and its subsequent replacement.

#### D. UTILITIES

1. Prior to any excavation, the Contractor shall contact Underground Service Alert at 811, at least 48 hours in advance.
2. It shall be the Contractor's responsibility to ascertain the locations and elevations of all affected utilities by contacting the Utility owners, site investigation and potholing.

3. Existing utilities main lines have been located from as-built plans obtained from the County of Los Angeles, records plans provided by the City and utility companies.

The Contractor shall take note that some utility house connections are not shown on the plans.

The Contractor shall notify the utility companies and agencies listed below before beginning excavation and shall coordinate his work with them.

4. The Contractor shall coordinate with all the utility companies involved and shall provide protection from damage to their facilities. The Contractor shall be responsible for repair or replacement to said facilities made necessary by its failure to provide required protection whether shown or not on the plan. The Contractor is required to include utility requirements in the Construction Schedule.
5. The Contractor shall notify all utility agencies and owners of all facilities within the area of construction a minimum of five (5) workdays in advance of performing any work within said area.
6. The Contractor shall protect all utilities and other improvements which may be impaired during construction operations. It shall be the Contractor's responsibility to ascertain the actual location of all existing utilities, including service laterals, and other improvements whether shown or not shown on the plans that will be encountered in its construction operations, and to see that such utilities or other improvements are adequately protected from damage due to such operations. The Contractor shall take all possible precautions for the protection of unforeseen utility lines to provide for uninterrupted service and to provide such special protection as may be directed by the Engineer.

The Contractor shall be solely responsible to check all utility record maps, books, and/or other data in the possession of the City, other agencies, and/or all utility companies, and no allowance shall be made for any failure to have done so.

7. The method the Contractor will implement to protect existing utilities shall be approved by the respective utility owner.
8. **NO EXCAVATION SHALL BE DONE WITHOUT THE PRESENCE OF THE AFFECTED UTILITY OWNERS' REPRESENTATIVE.**
9. The known utility companies and their contacts having facilities within or near the construction are listed on Sheet 1 of the plans.

#### E. PHASING & RESIDENCE NOTIFICATION

The Contractor shall notify the residence and occupants within the work area prior to the start of construction.

To provide minimum inconvenience and provide maximum parking spaces to the residence and occupants within the project area, the Contractor shall execute the project in phases and

adhere to the Traffic Control Requirements below.

Open trenching construction shall be done in phases and shall have **NO GREATER THAN 200 FEET OF TRENCH AND REPAIR CONSTRUCTION AT A TIME.**

Prior to commencing a new open trench, the trench under construction shall be completely backfilled, and AC base paved. The upper 2" AC pavement course shall be constructed with temporary AC pavement to allow vehicle parking. The temporary AC pavement will be cold milled later together with the other areas to be AC cold milled.

Prior to the start of construction, the Contractor shall prepare and submit his/her phasing program to the Engineer for review and approval.

#### F. TRAFFIC CONTROL REQUIREMENTS

1. The Contractor shall submit Traffic Control Plans, prepared by Licensed Civil Engineer or Traffic Engineer, to the City for approval prior to construction. No construction shall commence until the traffic controls have been placed and approved by the City Engineer.
2. All Traffic Control Work for construction shall conform to Part 6- Temporary Traffic Control of the Ca-MUTCD, any addendum to, latest edition and all O.S.H.A requirements.
3. The Contractor shall have all Traffic Control signs, delineators, etc. properly installed prior to commencing construction.
4. The Contractor shall maintain all Traffic Control signs, delineator, etc. to ensure proper flow and safety of traffic while working in the street.
5. Additional Traffic Control devices may be required in the field, the Contractor shall be responsible for any additional traffic control devices required by the City Engineer to assure Public Safety always.
6. The Contractor shall be responsible to furnish, install and maintain such devices which are necessary to provide safe and efficient passage for the traveling public through the work area, for the safety of personnel present in the work area, and to minimize inconvenience.
7. All work and materials to implement construction staging and traffic control shall comply with the California Manual of Uniform Traffic Controls Device (CA MUTCD). Signs, markings, striping, barricades, delineators and all materials shall conform to applicable Caltrans standards and specifications.
8. The use of flagmen may be required if deemed so by the City Engineer. Adequate flagmen, construction signs barricades, delineators, and arrow boards shall be used to the satisfaction of the City Engineer. Adequate traffic control shall be maintained always through the construction zone.
9. Traffic control through the project area shall conform to the requirements of Section 7-10, "Public Convenience and Safety," (SSPWC).

10. The Contractor shall maintain a minimum of 5 feet clearance from the vertical edge of excavation and must use k-rail as barrier and to barricade the open trench on the vehicle traffic side.
11. The Contractor shall not allow traffic to travel on natural ground, subgrade, or aggregate base material. Traffic must only be allowed on a firm asphalt surface. A temporary ac pavement may be used for this reason to allow traffic.
12. Ingress and egress of vehicle to all driveways shall be maintained at all time except when arranged in advance by the Contractor with the respective residence and business.
13. Zoe Avenue between Albany St. and Alameda St. shall be closed to traffic during construction except for residence and occupants within the area of work. Traffic closure of street is subject to the following condition:
  - a. The Contractor shall submit a detour plan prepared by a Civil Engineer or Traffic Engineer in the State of California, for approval by the Engineer.
  - b. Notify the following Agencies two (2) working days before closing or partially closing any street or alley:
    - City of Huntington Park Public Works Department
    - Los Angeles County Fire Department
    - City of Huntington Park Police Department
14. The Contractor shall install, maintain, and remove all temporary delineators, barricades, lights, warning signs and other facilities necessary to control traffic as specified in the CA MUTCD.
15. Any deviation to the traffic lane requirements shall require the City Engineer's approval a minimum 24 hours advanced noticed is required.
16. Payment for traffic control shall be paid in Lump Sum (LS) bid item of traffic control as described above including K-Rail Trench Security.

#### G. CLEARING AND GRUBBING

Clearing and grubbing shall conform to the requirements of Section 300-1 "Clearing and Grubbing", (SSPWC). The Contractor shall incorporate the following exceptions, additions, or deletions to the noted Section:

1. Subsection 300-1.1, "General", (SSPWC), add the following:

Limits: The Contractor shall meet with the Inspector prior to making any removals to verify the actual limits of removals and location of joins to establish smooth joins and to assure proper drainage. The Contractor may make minor changes in the location of joins and limits of removal, provided a smooth join and proper drainage shall be achieved and it has obtained approval from the Engineer.

2. Subsection 300-1.3.1, "Removal and Disposal General", (SSPWC), add the following:  
All material removed from the project shall become the property of the Contractor and shall be disposed in a legal manner outside the property unless noted otherwise elsewhere in the Contract Documents or directed by the City Engineer during construction.

CONTRACTOR shall remove and transport debris and rubbish in a manner that will prevent spillage on streets or adjacent areas. Cleanup of spillage will be at CONTRACTOR'S expense.

Contractor shall not start any removal work unless it is prepared to perform reconstruction work immediately without interruption from the time removals begun, unless otherwise approved by the Engineer.

Miscellaneous Removal, Relocation & Adjustment to Grade: These items shall include all removal not specifically listed in the Bid Schedule or otherwise covered by these Specifications and all necessary relocations and adjustment of valve cover and utility boxes whether shown on the plans or not which are necessary to complete the improvements. The Contractor shall be responsible to review the project site prior to bidding and include all such work in its bid prices for this item.

3. Subsection 300-1.3.2. a), "Bituminous Pavement", (SSPWC), add the following  
Based on soil exploration the existing AC pavement thickness is 3" thick but it may vary. For this project, the upper 3" of the AC pavement section is considered AC pavement and underneath it is considered base material.
4. Subsection 300-1.3.2.c), "Concrete Curb, Gutters, Cross Gutters, Driveways, and Alley Intersections", (SSPWC), delete 1st sentence and replace by the following:  
Concrete shall be removed to a neatly sawed edge and straight line with saw cuts full depth.
5. Subsection 300-1.4, "Payment", (SSPWC), replace with the following:

Payment for clearing and grubbing shall be considered included in various bid items except for other removal items as listed in the bid schedule.

## H. DISTRESS PAVEMENT REPAIR

### 1. PART 1 – GENERAL

- a. PROJECT DESCRIPTION: Perform or cause to be performed, in workmanlike the pavement distress repair necessary to bring the backfill compaction, structural section and the adjacent pavement related to the Zoe Avenue pump station discharge line as shown on the plan to good, functional condition.

The work shall include but not limited to excavation, shoring, bedding, backfilling, AC pavement section construction for the trench repair of the existing 36-inch discharge line.

- b. GENERAL -Pavement distress repair shall be as per plans and TRENCH & PAVEMENT DISTRESS REPAIR SECTION DETAIL on sheet 2 of the plans and these Contract Documents.
- c. The subject discharge line is a 36-inch diameter reinforced concrete pipe with bottom invert of approximately 10 to12 feet below the existing AC pavement surface.
- d. To minimize inconvenience to residence and occupants within the project area, construction shall be done in phases.

Work shall be done in no more than 200 linear feet of pavement repair at a time per Section F – PHASING AND RESIDENCE NOTIFICATION above.

e. REFERENCES

- 1.) AS BUILT PLAN - ALOE DRAIN AND PUMP STATION – attached as Sheet 4 to the plan set.
- 2.) GEOTECHNICAL DATA REPORT PAVEMENT DISTRESS INVESTIGATION ZOE AVENUE PUMP STATION DISCHARGE LINE, HUNTING PARK, CALIFORNIA prepared by URS Corporation dated June 25, 2013
- 3.) ASTM D1556, Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method.
- 4.) ASTM D1557, Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort.
- 5.) ASTM D6938, Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
- 6.) Standard Specifications for Public Works Construction (SSPWC).

f. DEFINITIONS

- 1.) Backfill: Material placed above the bedding to the finished ground surface or paving base material.
- 2.) Bedding: Material supporting and surrounding the pipe extending to one foot above the top of the pipe.
- 3.) Boulder: Rock particle greater than 12 inches in its least dimension.
- 4.) Cobble: Rock particle greater than 3 inches and not more than 12 inches in its least dimension.
- 5.) Fill: Material placed in trench other than bedding and backfill.

- 6.) Base: Material conforming to SSPWC section 200-2
- 7.) Relative Compaction: Ratio of in-place field dry unit weight to maximum laboratory dry unit weight of the soil expressed as a percentage. The Inspector will determine laboratory maximum dry unit weight in accordance with ASTM D 1557. The Inspector will determine in-place field dry unit weight by sand cone test in accordance with ASTM D 1556 or by nuclear test in accordance with ASTM D 6938.
- 8.) Shoring: The system used to create structural support for the sides of an excavation.
- 9.) Subgrade: The surface on which the bedding is placed.
- 10.) Unclassified Excavation shall include excavation and removal of material of whatever nature including removal of AC pavement section excluding AC pavement cold milling.

g. QUALITY CONTROL VERIFICATION TESTING

- 1.) The Inspector will test the relative compaction of densified sand bedding as needed to determine the effectiveness of the Contractor's vibratory compaction procedures.
- 2.) The Inspector will conduct a relative compaction test every 40 to 80 running feet for every 1 foot in depth of fill and backfill. However, the Inspector may modify the frequency of testing based on the number of retests conducted. If a test result indicates a failure to achieve the specified compaction, excavate or densify, or both, the material to the specified compaction, beginning from the failed test location to the nearest passing test locations in each direction.
- 3.) Notify the Inspector not less than 24 hours prior to the test date. The Inspector will provide the Contractor with test results within 24 hours after testing.

2. PART 2 – PRODUCTS

a. BEDDING

- 1.) Fine Gravel Bedding.
  - a.) Fine gravel in Table 200-1.2.1(A) of the SSPWC.
- 2.) Densified Sand Bedding: Washed and meeting the following requirements:
  - a.) Sand in Subsection 200-1.5.5 of the SSPWC.
  - b.) The percentage passing the Nos. 100 and 200 sieves shall be determined by

washing. The percentage passing the remaining sieves shall be determined by dry sieving.

b. BACKFILL

- 1.) Crushed Miscellaneous Base (CMB) Backfill: Comply with the requirements for CMB as described in the SSPWC, Subsection 200-2.4, Fine Gradation. Do not use CMB for pipe backfill in public right-of-way.
- 2.) Crushed Aggregate Base (CAB) Backfill: Comply with the requirements for CAB as described in the SSPWC, Subsection 200-2.2. Do not use CAB for pipe backfill in public right-of-way.
- 3.) Densified Backfill:
  - a.) Native or imported structure backfill in compliance with Subsection 300-3.5 of the SSPWC.
  - b.) Maximum size of rocks and unbroken masses of earthen material no larger than 2-1/2 inches.
  - c.) Clean and free of debris.

3. PART 3 – EXECUTION

a. UNDERGROUND UTILITIES AND SUBSTRUCTURES

- 1.) Active underground utilities as shown on the drawings are obtained from available records from the Los Angeles County DPW and provided by the City of Huntington Park and provided by the Southern Gas Company.

The Contractor shall take note that house and lateral connections are not all shown on the plan such as water, gas, sewer lines and there might be other utilities not shown. Assume every property parcel to have a service connection for each type of utility.

- 2.) It shall be the Contractor's responsibility to verify the actual locations and depths of utilities and substructures by pothole prior to excavation. The Contractor shall Call 811, underground Service Alert, two working days before you dig and shall contact the Utility Companies that have facilities within the work area.
- 3.) All excavation shall be done in the presence of utility owners' representative unless approved otherwise by the utility owner.
- 4.) Immediately notify the Engineer upon encountering active utility lines not indicated on the drawings so the Engineer may issue written instructions before the work proceeds.

- 5.) a.) Temporary excavation should not be performed below an imaginary plane projected at 1H:1V below horizontal from any utility lines unless they are properly supported prior to such excavation.
  - b.) Utility trenches that parallel structures, pavement, or flatwork should be planned so that they do not extend below a plane with a downward slope of 1H:1V from the bottom edge of existing utility lines. Based on the nature of the work, the Contractor shall provide temporary shoring to provide utility support.
  - c.) Utilities crossing the trench shall be protected. The Contractor shall submit support method to the respective utility owners for approval before constructing the said support. See Trench & Pavement Distress Repair Section Detail on Sheet 2 of the plan set and see SSPWC Std. 224-2 to 225-2 for possible utility protection and support.
  - d.) Any damage to the utilities because of his/her work shall be repaired by the Contractor to the satisfaction of the utility facility owner or shall bear all the cost if done by others.
- 6.) See Section D – UTILITIES above for other additional requirements.

b. REMOVAL AND REPLACEMENT OF AC PAVEMENT SURFACE IMPROVEMENTS

- 1.) Remove asphalt concrete pavements in accordance with Subsection 300-1.3 of the SSPWC, except as modified herein.
- 2.) Saw cut pavement initially to the limits of the trench width.
- 3.) After backfilling of the trench, saw cut pavement 12 inches wider than the limit of excavation to a depth enough to ensure a clean, straight surface and allow placement of the base and paving section.
- 4.) New AC Pavement section shall be 4” thick of AC consisting of 2” Type C2-PG 64-10 wearing course on 2” Type B-PG 64-10 base course on 6” Crushed Aggregate Base (CAB).
- 5.) 2” AC Cold mill as shown on the plan and place 2 inches AC overlay Type C2-PG 64-10.
- 6.) Perform removal operations with equipment that will not strike a blow heavier than that of a hand pavement cutter operated by compressed air. Equipment of a heavier type that will not damage buried pipe or substructures may be used if prior approval is obtained from the Engineer and the equipment follows these specifications.

c. EXCAVATION

1.) General Excavation Requirements.

- a.) The Contractor shall comply with the current California OSHA requirements.
- b.) For design purposes, a Cal-OSHA Soil Type C can be assumed for the onsite and trench backfill soil.
- c.) The City shall provide a geotechnical professional to evaluate the soil conditions encountered during excavation to determine temporary excavation slope inclination.
- d.) Unsupported slopes for temporary excavation in the existing condition may be vertical for cuts of less than 4 feet in depth.

Temporary excavation should not be performed below an imaginary plane projected at 1H:1V below horizontal from any building foundation and utility lines.

- e.) Immediately notify the Engineer upon encountering active utility lines not indicated on the drawings so the Engineer may issue written instructions before the work proceeds.

2.) For excavation over 5 feet will require shoring. For this project, work excavation will be over feet.

Thus, prior to excavation, the Contractor shall submit a shoring design prepared by a Licensed Civil Engineer and obtain a CAL-OSHA Permit.

- 3.) Perform unclassified excavation extending 6" below the existing 36" RCD drain line and to a minimum of 24 inches on either side of the pipe. Bedding directly underneath the 36" pipe shall remain in place.
- 4.) All excavated material of whatever nature including saw cutting & removing AC pavement section are considered unclassified.
- 5.) Unclassified excavation can be used as back fill material unless classified as unsuitable for use as fill or backfill by the Soil Engineer.
- 6.) Unsuitable material shall become the property of the Contractor and shall be hauled and disposed in a legal manner by the Contractor.
- 7.) Temporary excavation should not be performed below an imaginary plane projected at 1H:1V below horizontal from any utility lines unless they are properly supported prior to such excavation.

Utility trenches that parallel structures, pavement, or flatwork should be planned so that they do not extend below a plane with a downward slope of 1H:1V from the

bottom edge of existing utility lines. Based on the nature of the work, the Contractor shall provide temporary shoring to provide utility support.

Utilities crossing the trench shall be protected. The Contractor shall submit support method to the respective utility owners for approval before constructing the said support. See SSPWC Std. 224-2 to 225-2 for possible utility protection and support.

Any damage to the utilities because of his/her work shall be repaired by the Contractor to the satisfaction of the utility facility owner or shall bear all the cost if done by others.

- 8.) During wet weather, runoff water shall be prevented from entering the excavation.
- 9.) Braced and cantilevered shoring shall be designed and constructed in accordance with Figure 8 of the Geotechnical Report prepared by URS dated June 25, 2013.

#### d. BEDDING, BACKFILL

- 1.) Sand Bedding shall be per Table 3080-1 of LACDPW Std. Plan 3080-3 compacted to not less than 90 percent relative compaction.
- 2.) Backfill and sand bedding shall be placed in lift of 8" maximum.
- 3.) Trench Zone backfill shall be compacted to at least 90 percent relative compaction except the upper 2 feet of the Trench Zone Backfill as described below.
- 4.) The upper 2 feet below the AC pavement section shall be compacted to at least 95 percent relative compaction
- 5.) The CAB Base Materials shall cap the backfilled trench, extending to 12 inches on either side of the trench as shown on the plan.
- 6.) Densify CAB to not less than 95 percent relative compaction using mechanical compaction equipment.
- 7.) To minimize inconvenience and maximize parking to residence and occupants, open trench shall be limited to 200 linear feet.

#### 4. PART 4: PAYMENT

Distress Pavement Repair shall be paid at the contract unit price per linear foot (L.F.) of discharge line subject to pavement distress pavement repaired and shall include full compensation of providing labor, equipment and materials, unclassified excavation, placement of bedding, backfilling, construction of temporary AC pavement, shoring, protection of utilities, hauling and disposal of unsuitable materials and in compliance with the above requirements.

Length of discharge line shall be as shown on plan including the length of manholes. The

width of trench shall be as shown on the plan & detail including AC Pavement section removal.

The cost of new pavement section is excluded and shall be paid in other applicable bid item of the bidding Schedule.

#### I. ASPHALT CONCRETE PAVEMENT SECTION

The Contractor shall incorporate the following exceptions, additions or deletions to Section 302-5, "Asphalt Concrete Pavement", (SSPWC):

1. Subsection 302-5.1, "General", (SSPWC), add the following:

The new AC pavement section shall be 4 inches of AC consisting of 2" Type C2-PG 64-10 wearing course on 2" Type B-PG 64-10 base course over 4" Crushed Aggregate Base. The upper 2" wearing course shall be installed together with the other AC pavement overlay.

2. Subsection 302-5.9, "Measurement and Payment", (SSPWC), replace 1<sup>st</sup> paragraph of subsection with the following:

- a. Asphalt Concrete pavement including AC overlay will be paid for the Contract Unit Price per Ton (TN) as shown on the bid schedule. Such price shall constitute full compensation for furnishing labor, equipment, material, applying coat, preparation of AC pavement to receive AC overlay, adjust utility valve & boxes and storm drain manhole's frame cover to grade, notify & coordinate with utility purveyors in the adjustment of their manholes and other structures, hauling and disposal and in conformance to the Contract Documents. No compensation shall be allowed.
- b. Crushed Aggregate base shall be paid for the Contract Unit Price per Ton (TN) as shown on the bid schedule. Such price shall constitute full compensation for furnishing labor, equipment, material, hauling and disposal and in conformance with Contract Documents. No compensation shall be allowed.

#### J. ASPHALT COCRETE PAVEMENT COLD MILLING AND ASPHALT CONCRETE OVERLAY

1. Cold Milling Asphalt Concrete Pavement.

Subsection 302-5.1 "General", (SSPWC), add the following:

- a. Cold Milling shall not be performed more than 2 days ahead of paving and shall not commence until a clear 5-day weather forecast is provided by National Weather Service.
- b. Contractor shall provide a complete and thorough motorized sweeping of cold milled areas the day after cold milling, the day before paving, and every third day in between.

- c. Sweepers used for cold milling shall not enter on streets approved as clean after cold milling.
- d. All cracks and joints greater than 1/8 inch in size shall be blown clear with high pressure air, with the street swept immediately thereafter; and all joints and cracks greater than 1/4 inch and less than 1.5 inches in size shall be filled with Crafcop Polyflex III or equal. Filler shall be within 1/8 inch below and flush with existing pavement surface and squeegeed, as necessary, to attain this result.
- e. Cracks, joints, and holes to be filled shall be cleaned after cold milling.

## 2. Tack Coat.

Tack Coat per subsection 302-5.4 of SSPWC and add the following:

- a. Tack coat material for overlay shall be PG 64-10 applied at a rate of 0.05 gallons per square yard applied at a minimum of 350 degrees Fahrenheit from a distributor truck with a functioning heating element capable of raising the temperature by 3 degrees Fahrenheit per hour.
- b. AC overlay shall be Type C2-PG 64-10 AC
- c. Tack coat shall be applied on base course before the AC overlay is applied.
- d. Tack coat shall be placed so far ahead of paving that the tack coat is tracked away by trucks from more than 20 percent of the tracked area.
- e. Tack coat for joints on trenches and remove and replace repairs shall be uniformly applied at .20 gallons per square yard PG 64-10 or two coats SS1h applied uniformly at .20 gallons per square yard each coat.
- f. The CONTRACTOR shall place the tack coat in a manner to prevent vehicles from driving through the tack coat.

## 3. PREPARATION OF ASPHALT SURFACE TO RECEIVE AC OVERLAY

- a. The existing pavement surface to receive an asphalt concrete overlay, shall be cleaned by sweeping with a power broom, and shall be free of dust, dirt, vegetation, loose foreign matter, grease, oil or any other type of objectionable surface films.
- b. Where vegetation exists on existing pavement surfaces, the vegetation should be removed to the outer edges of the existing pavement and the resultant area shall be treated with herbicide.
- c. Bumps, waves, depressions and corrugations which impair the riding qualities of the existing pavement surfaces shall be removed or leveled to produce a smooth tight surface.

- d. Where vegetation exists in cracks, the vegetation shall be removed and the cracks cleaned to a depth of two inches where practical, treated and filled as directed by the Engineer. All cracks shall be cleaned, free of moisture, treated with herbicide and filled level to the surface with an asphalt-based crack filler.
- e. Prior to applying overlay material, when all repairs are completed and the existing surface has been thoroughly cleaned over the full width to be treated, a tack coat shall be applied to ensure uniform and complete adherence of the overlay. Particular care shall be taken to thoroughly clean the outer edges of the existing pavement to be treated.

#### 4. PAYMENT

Measurement and Payment subsection 302-5.4 of SSPWC, revise to:

- a. Payment for 2" AC Cold Milling shall be paid at the Contract Unit price per square foot (S.F.) of AC pavement cold milled and shall be paid as full compensation to include furnishing, labor, equipment, materials, crack filling and rout cracks, hauling and disposal and in conformance to the above specification and no additional compensation will be allowed.
- b. Full compensation for application of tack coat and preparation of AC surface to receive overlay shall be considered included in the cost of Asphalt Concrete Pavement.

#### K. REMOVE AND RECONSTRUCT PCC CROSS GUTTER

1. Remove and reconstruct Existing PCC Cross Gutter as shown on the plan.
2. All concrete shall be Class 520-C-2500, in accordance with Section 201-1.1.2, "Concrete Specified by Class", (SSPWC) unless noted otherwise herein or on the plan. Curing compound shall be Type 1-D in accordance with Section 201-4, "Concrete Curing Materials," (SSPWC).
3. PCC cross gutter shall be open to traffic after 24 hours of concrete placement. To accomplish this condition, the Contractor shall use High Early Strength Portland Cement Concrete that attains 3000 PSI in 24 hours and 6000 PSI in 28 days.
3. Payment

Payment to remove and reconstruct PCC Cross Gutter shall be paid at the contract unit price per square foot and shall include furnishing labor, equipment and materials, hauling and disposal and in conformance to the Contract Documents and no additional compensation shall be allowed.

#### L. REMOVAL AND RECONSTRUCTION OF SPEED BUMP

1. Removal and reconstruction of Speed Bump shall be as shown on the plan and detail.

2. Payment for the removal and reconstruction of speed bump shall be paid at the contract unit price of lump sum (LS) and shall be full compensation to include labor, equipment and material, hauling and disposal in conformance with the plans and contract documents. No additional compensation shall be allowed

#### M. PAVEMENT STRIPING AND MARKERS

1. Removing Striping and pavement marking  
All conflicting striping and pavement marking whether shown or not on the plans shall be removed by wet sand blasting or other method that does not materially damage the existing pavement. Pavement marking images shall be removed in such a manner that the old message cannot be identified. Residue resulting from removal operations shall be removed from pavement surfaces by sweeping or vacuuming before the residue is blown by the action of traffic or wind, migrates across lanes or shoulders, or enters drainage facilities. Pavement damage due removal of markers shall be repaired by the Contractor.
2. All new striping and pavement markings shall be in accordance with Caltrans Standard Plans and the California Manual of Uniform Traffic Control Devices.
3. All pavement striping, and marking shall be reflectorized paint.
4. All reflective markers shall be set using adhesives specified in Sections 95-2.05, "Standard Set Epoxy Adhesive for Pavement Markers," and 95-2.04, "Bituminous Adhesive for Pavement Markers" contained in the State of California Department of Transportation Standard Specifications, Latest Edition. All existing fire hydrants including "pop-off" and recycled-water hydrants are considered to have an identifying blue reflectorized marker in the proper location in the street and said marker will be replaced by the CONTRACTOR as required by the City or by the Fire Department. There shall be no separate payment for this work.
5. The contractor shall furnish the necessary control points for all striping and markings and shall be responsible for the completeness and accuracy thereof to the satisfaction of the Engineer. No striping shall be installed until the layout and spotting has been specifically approved by the Engineer.
6. Payment for removal and application of pavement striping and marking shall be paid at the Contract Unit price of Lump Sum (LS) and shall be full compensation to include labor, equipment, material, hauling and disposal and in conformance with the plans and contract documents. No additional compensation shall be allowed.

#### N. PUBLIC IMPROVEMENT PROJECT SIGN

The Contractor shall construct a Public Improvement Project Sign per detail on Appendix C. The sign shall be moved, erected and installed where the project construction is in progress and at the Engineer's direction during construction.

The payment for the sign shall be paid per Lump Sump (L.S.) which shall include labor, equipment and materials and the cost of relocation as required, removal and disposal.

## O. ALTERNATE DISTRESS PAVEMENT REPAIR

1. At the option of the City Engineer, the bedding and backfill products and execution of the Distress Pavement Repair as described under Section F.J. (Base Bid Item 3) of the Special Provisions above may be deducted from the Contract and Bid Item A.1 and Bid Item A.2 with Controlled Low Strength Material (CLSM) per SPPWC 201-6.3.1 may be added to the Contract.
2. The award of Contract shall be based on the TOTAL BASE BID PRICE only. The ADDITIVE AND DEDUCTIVE ALTERNATE BID ITEMS above will not be taken into account in determining the lowest responsible bidder. City may add or deduct bid items from the ADDITIVE AND DEDUCTIVE ALTERNATE BID SCHEDULE at the sole and complete discretion of the City as part of the performance of the contract.
3. All unclassified excavation associated with the trenching to perform the described distress repair shall be exported.
4. All other applicable provisions of the said Section F.J. shall remain.
5. Payment
  - a. Unclassified excavation shall be paid per Cubic Yard (C.Y.) which shall include excavation hauling and export of unclassified excavation including labor, equipment and material.

Shoring and protection of utilities shall be paid under Distress Pavement Repair with Controlled Low Strength Material.

- b. Distress Pavement Repair with Controlled Low Strength Material shall be paid at the contract unit price per linear foot (L.F.) of discharge line subject to pavement distress pavement repaired and shall include full compensation of providing labor, equipment and materials, construction of temporary AC pavement, shoring, protection of utilities, hauling and disposal of unsuitable materials and in compliance with the above requirements.

Length of discharge line shall be as shown on plan including the length of manholes. The width of trench shall be as shown on the plan & detail including AC Pavement section removal.

The cost of new pavement section is excluded and shall be paid in other applicable bid item of the bidding Schedule.

**APPENDIX "A"**  
**STANDARD PLANS**

**CITY OF HUNTINGTON PARK**

**ZOE AVENUE TRENCH AND PAVEMENT REPAIR PROJECT**

**FY 2019/2020**

**PROJECT NO.: 2018-10**

**LIST OF STANDARD PLANS**

**Plan No.**

**Description**

Standard Plans for Public Works Construction:

**APPENDIX "B"**

**DEPARTMENT OF INDUSTRIAL RELATIONS (DIR)  
CONTRACTOR REGISTRATION NUMBER FORM**

# **Department of Industrial Relations (DIR) Contractor Registration Number**

Beginning July 1, 2014, contractors must register with the Department of Industrial Relations (DIR) before bidding on public works contracts in California. For more information, please refer to this section of the Department of Industrial Relations Website: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

**Per this requirement, provide the following information:**

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**Contractor Name**

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**Contractor Department of Industrial Relations Registration Number:**

---

**Expiration Date of Registration Number**

\*(THIS FORM MUST BE SUBMITTED WITH THE SEALED BID) \*

**APPENDIX “C”**

**PUBLIC IMPROVEMENT PROJECT SIGN**

**PUBLIC IMPROVEMENT PROJECT SIGN**

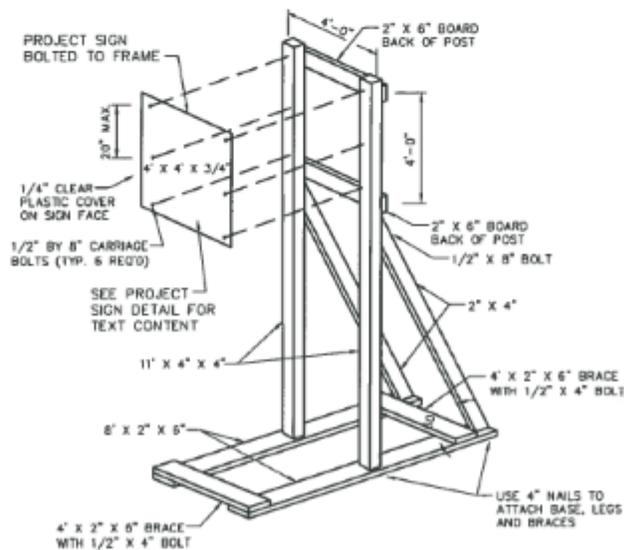
**YOUR TAX DOLLARS AT WORK**  
**ZOE AVENUE TRENCH AND PAVEMENT REPAIR PROJECT**  
**FY 2019/2020 CIP NO. 2018-10**

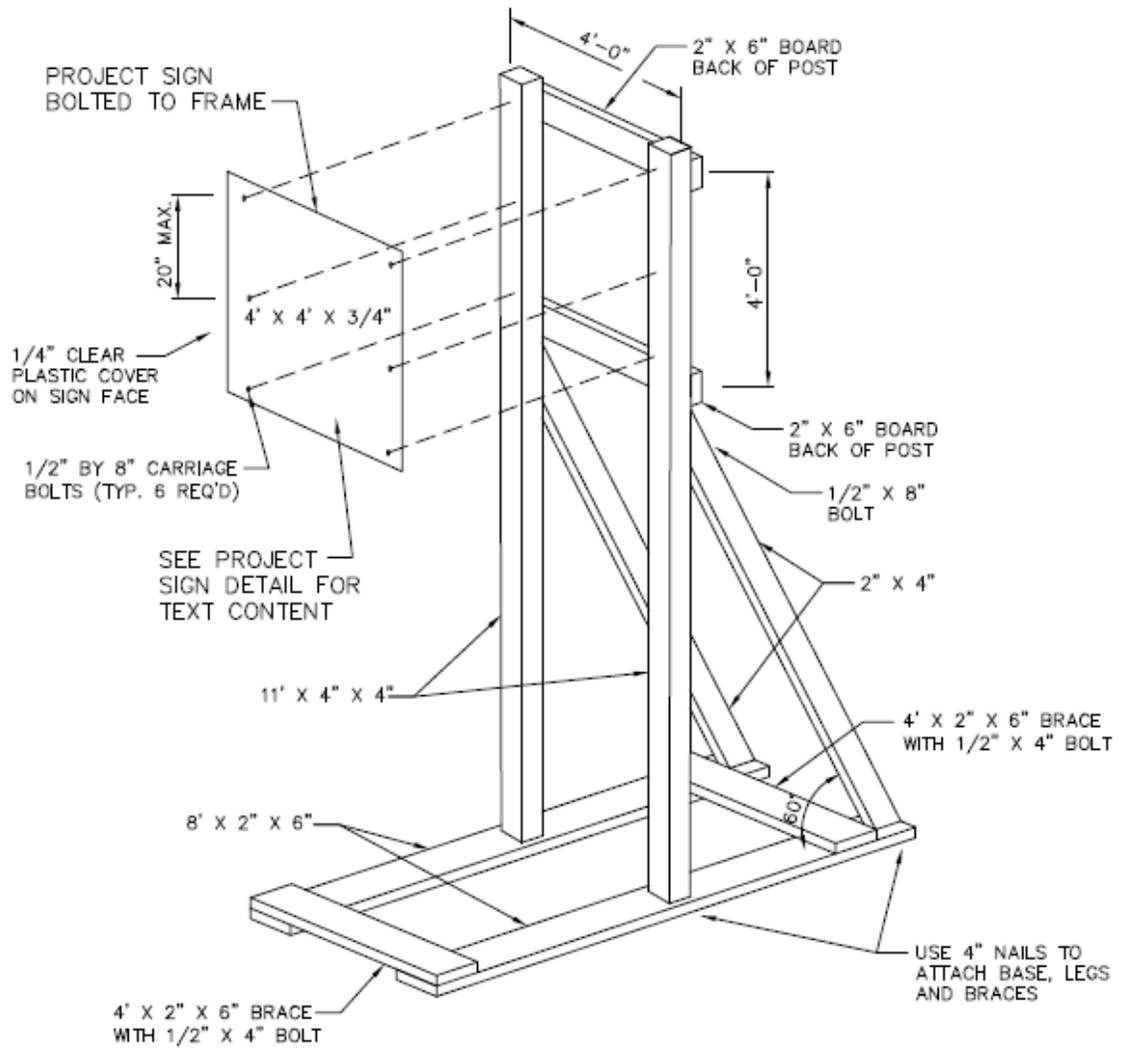
**CITY OF HUNTINGTON PARK CITY COUNCIL**  
**KARINA MACIAS – MAYOR**  
**MANUEL “MANNY” AVILA – VICE MAYOR**  
**GRACIELA ORTIZ – COUNCIL MEMBER**  
**JHONNY PINEDA – COUNCIL MEMBER**  
**MARILYN SANABRIA – COUNCIL MEMBER**

**CONSTRUCTION MANAGEMENT:**  
**START DATE: FEBRUARY 2020**  
**ESTIMATED COMPLETION DATE: JUNE 2020**

**NOTES:**

- Sign Size: 4 feet X 4 feet
- Sign Material: Anti-graffiti, Diamond Grade
- Sign Color: Blue, Accent 1, 60% Lighter
- Lettering Color: Blue
- Border Color: Dark Blue





# PUBLIC IMPROVEMENT SIGN MOUNTING FRAME

NO SCALE

# ATTACHMENT "C"



## **FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**

(Engagement: Zoe Avenue Trench and Pavement Repair Design; Bidding Assistance; Construction Management and Inspection; Materials Testing and Inspection Services)

THIS FIRST AMENDMENT AGREEMENT ("Agreement") is made as of January 21, 2020 by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("City") and Transtech Engineers (hereinafter, "Contractor"). For the purposes of this Agreement City and Contractor may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to City or Contractor interchangeably. Based on and in consideration of the mutual promises set forth below, the parties agree as follows:

### **RECITALS**

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

**WHEREAS**, Contractor was retained to provide Pavement Repair Design; Bidding Assistance; Construction Management and Inspection; Materials Testing and Inspection Services for the City:

**WHEREAS**, on or about September 26, 2018, the Parties executed and entered into that certain agreement titled, Professional Services Agreement (hereinafter, the "Agreement") which is attached hereto as Exhibit "A".

**WHEREAS**, City wishes to extend agreement, effective September 26, 2018 to September 30, 2020 and increase compensation in an amount not to exceed \$70,000 Dollars.

**NOW THEREFORE**, in consideration of the promises and mutual promises herein contained, it is agreed as follows:

1. Except as otherwise set forth in this First Amendment, the terms of the Agreement shall control. This First Amendment Agreement with the Professional Services Agreement shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents.

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

**CITY OF HUNTINGTON PARK:**

By: \_\_\_\_\_  
Ricardo Reyes  
City Manager

**TRANSTECH ENGINEERS:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Donna G. Schwartz, CMC, City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

DRAFT

# EXHIBIT "A"



## **PROFESSIONAL SERVICES AGREEMENT**

(Engagement: Zoe Avenue Trench and Pavement Repair Design; Bidding Assistance; Construction Management and Inspection; Materials Testing and Inspection Services)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this **September 26, 2018** (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") TRANSTECH ENGINEERS. (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 September 18, 2018, the Huntington Park City Council at its Regular Meeting of September 18, 2018 approved the Professional Services Agreement to the CONSULTANT to provide Zoe Avenue Trench and Pavement Repair Design; Bidding Assistance; Construction Management and Inspection; Materials Testing and Inspection services; and

WHEREAS, CONSULTANT represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and skill 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 September 18, 2018.

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

I.  
ENGAGEMENT TERMS

- 1.1 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 one (1) year commencing from the Effective Date unless terminated as provided elsewhere in this Agreement (hereinafter, the "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 \$90,000 DOLLARS (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 professional 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) calendars 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 professional 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) or if CONSULTANT does not own or lease automobiles, Hired and Non-Owned Automobile Liability shall be accepted. 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.

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 polices of insurance provided by CONSULTANT (except Professional Liability and Workers' Compensation) 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 protection as set forth herein and to the extent 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: The duty to indemnify 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 indemnify and hold harmless the CITY Indemnitees, 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) to the extent caused by 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 for whom CONSULTANT is legally liable in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of

CONSULTANT to indemnify and hold harmless pursuant to this subsection does not include an upfront duty to defend. CONSULTANT will reimburse the CITY Indemnitees' reasonably incurred defense fees and costs to the extent they are determined to have been caused by the negligence, recklessness or willful misconduct of CONSULTANT, or as the parties otherwise agree in settlement. CONSULTANT's obligation to indemnify does not apply to the extent that it is finally adjudicated that the liability was caused by the active negligence or 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 in proportion to the established comparative liability.

- 4.3 Work of All Other Persons/Non-Design Professionals: Except 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 acknowledges that its obligations under Sections 4.2 and 4.3 apply.
- 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 (vii) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.
- D. 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: So long as CONSULTANT has been paid pursuant to this Agreement for the Work resulting in such Documents and Data, 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 additional 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. CITY acknowledges that the Documents and Data are intended solely in connection with the Project for which

they were prepared, and should the CITY reuse or modify them without CONSULTANT'S consent, it does so at its sole risk.

- 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:**  
Transtech Engineers  
13367 Benson Ave.  
Chino, CA 91710  
Phone: (909) 595-8599  
Fax: (909) 590-8599

**CITY:**  
City of Huntington Park  
Public Works  
6550 Mile Avenue  
Huntington Park, CA 90255  
Attn: Daniel Hernandez, Director  
of Public Works  
Phone: (323) 584-6253

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:**

By: \_\_\_\_\_

Ricardo Reyes  
City Manager

**[NAME OF CONSULTANT]**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

Asst. City Attorney

**EXHIBIT "A"**  
**SCOPE OF WORK**  
**(SEE ATTACHED)**

**SCOPE OF SERVICES:**

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**Design Phase:**

- Conduct field review and surveys. Field reviews will include engineering and geotechnical reviews. Since the existing C&G elevations will remain the same, it is assumed a topographic survey or cross section survey will not be necessary. Existing manholes and utility covers/boxes within the impacted repair limits will be identified during field reviews and will be shown on the plans. Since a geotechnical report is already prepared.
- Prepare plans. Plans will be prepared using google aerial imagery as background. Existing improvements will be depicted on the Google Aerial imagery. Proposed improvements and details will be shown on the aerial imagery. Traffic control plans will not be prepared, but, it will be described in the specifications, with reference to MUTCD and WATCH Manual. Contractor will be required to submit a traffic control plan for review.)
- Prepare specifications. City will provide a Word file of the current standard spec format, including Standard Contract, which will be inserted into the bid specifications.
- Prepare cost estimates. Cost estimates will be prepared in the form of bid schedule.
- Prepare and send Utility Notices.
- Prepare bid package ready for bidding.

**Bid Advertisement and Contract Award Phase:**

- Assist the City in bid advertisement.
- if necessary, conduct a pre-bid meeting.
- Respond to questions received from bidders, and issue any Addenda.
- After bid opening, perform bid analysis, and establish lowest responsible bidder for contract award.
- Assist the City in contract execution.

**Construction Phase:**

- Provide management and inspection staff, including materials testing and inspection (materials testing, and inspection services will be performed by geo-technical sub-consultant, Geo-Advantec.)
- Conduct pre-construction meeting with the contractor, City, and other involved parties
- Monitor construction schedule.
- Review/distribute submittals to appropriate parties.
- Conduct construction progress meeting with the contractor.
- Preparation and distribution of meeting minutes.
- Prepare and distributing notices, and respond to complaints and assist in resolving problems as necessary.
- Review and respond to Requests for Information.
- Review and respond to submittals and shop drawings.
- Review contractor change order requests, and prepare necessary documentation for submittal and approval by the City.

- Review contractor pay requests and prepare necessary documentation for submittal and approval by the City.
- Review Contractor's selected certified payroll submittals for compliance with applicable prevailing wage rates. Since this project is not federally funded, there is no specific Labor Compliance paper work. On local funded projects, the standard requirement is that the contractor uploads its certified payroll records to DIR's web site. However, we will conduct review of selected certified payroll.
- Conduct project walk-through and prepare punch list.
- Maintain project files and documentation.
- Assist the City the close out of the project.
- Provide to City project close out file.

#### **ESTIMATED FEE:**

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Following is our estimated fee for the above services:

Design Phase:	\$20,000
Bid Advertisement and Contract Award Phase:	\$5,000
Construction Phase:	\$30,000
Project Management and Administration:	<u>\$12,500</u>
<b>Subtotal Base Cost:</b>	<b><u>\$67,500</u></b>
Plus additional cost for Materials Testing and Inspection (subconsultant):	<u>\$22,500</u>
<b>Total:</b>	<b><u>\$90,000</u></b>

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph **A.5., Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE in the BUSINESS AUTO COVERAGE FORM and Paragraph e. in A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE in the MOTOR CARRIER COVERAGE FORM, whichever Coverage Form is part of your policy:

This includes any person or organization who you are required under a written contract or agreement

between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF OUR RIGHT TO RECOVER FROM  
OTHERS ENDORSEMENT - CALIFORNIA**

**Policy Number:** 72WEGAA5O8A

**Endorsement Number:**

**Effective Date:** 09/01/2018

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** Transtech Engineers, Inc.  
Chino, CA 91710  
909 595-8599

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

**SCHEDULE**

**Person or Organization**

**Job Description**

Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us

Countersigned by \_\_\_\_\_

Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**SCHEDULED ADDITIONAL INSURED  
(ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**NAME OF PERSONS OR ORGANIZATIONS:**

City of Huntington Park  
6550 Miles Ave.  
Room 148  
Huntington Park CA 90255-4393

**PROJECT/LOCATION OF COVERED OPERATIONS:**

RE: City Engineer / Building & Safety Services - The City of Huntington Park, its officers, agents and employees

**PROVISIONS**

**1. The following is added to SECTION II - WHO IS AN INSURED:**

The person or organization shown in the Schedule above is an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III - Limits Of Insurance.
- g. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to that additional insured ap-

## COMMERCIAL GENERAL LIABILITY

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The insurance provided to the additional insured shown in the Schedule above is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against the additional insured shown in the Schedule above because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" on or for the project, or at the location, shown in the Schedule above, performed by you or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract with the person or organizations shown in the Schedule above, under which you are required to include that person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.



## CITY OF HUNTINGTON PARK

Department of Public Works  
City Council Agenda Report

January 21, 2020

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 FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT WITH ST. FRANCIS ELECTRIC FOR TRAFFIC SIGNAL MAINTENANCE SERVICES**

#### **IT IS RECOMMENDED THAT THE CITY COUNCIL:**

1. Approve first amendment to the contract services agreement with St. Francis Electric to extend traffic signal maintenance services for a period of one year; and
2. Authorize City Manager to execute the agreement.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The City of Huntington Park (City) currently contracts with St. Francis Electric (St. Francis) for the City's traffic signal maintenance services. This consists of maintenance to over 60 traffic signals throughout the City. Our Public Works Department is happy with the service provided by St. Francis and they remain in good standing.

The current agreement with St. Francis expired on December 31, 2019. However, the agreement allows the term to be renewed for a maximum of two (2) one (1) year extensions. To ensure continued services, staff recommends that the City Council exercise a one-year extension via the First Amendment to the contract services agreement with St. Francis Electric.

#### **FISCAL IMPACT/FINANCING**

This agreement with St. Francis for traffic signal maintenance services was previously budgeted for in Fiscal Year 19/20 for the total amount of \$100,500 from Account # 221-8014-429.56-41. This First Amendment and associated costs remain within the appropriated amount by Council.

#### **CONCLUSION**

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

**CONSIDERATION AND APPROVAL OF FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT WITH ST. FRANCIS ELECTRIC FOR TRAFFIC SIGNAL MAINTENANCE SERVICES**

January 21, 2020

Page 2 of 2

Respectfully submitted,



RICARDO REYES  
City Manager



RAUL ALVAREZ  
Assistant City Manager/ Interim Public Works Director

**ATTACHMENT(S)**

- A. First Amendment to Contract Services Agreement
- B. St. Francis Rate Schedule
- C. Contract Extension Letter
- D. Master Agreement

# ATTACHMENT "A"



## **FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT**

### **(Traffic Signal Maintenance Services)**

THIS FIRST AMENDMENT AGREEMENT ("Agreement") is made as of January 21, 2020 by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("City") and ST. FRANCIS ELECTRIC. (hereinafter, "Contractor"). For the purposes of this Agreement City and Contractor may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to City or Contractor interchangeably. Based on and in consideration of the mutual promises set forth below, the parties agree as follows:

### **RECITALS**

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

**WHEREAS**, Contractor was retained to provide Traffic Signal Maintenance Services for the City:

**WHEREAS**, on or about December 19, 2018, the Parties executed and entered into that certain agreement titled, Contract Services Agreement (Traffic Signal Maintenance Services Agreement) (hereinafter, the "Agreement") which is attached hereto as Exhibit "A";

**WHEREAS**, the Master Agreement provides that the initial term would be for one (1) year, with the option of two (2) one (1) year extensions. The option to extend may be exercised in the CITY's sole discretion by providing written notice of its intent to extend the Master Agreement; and

**WHEREAS**, the Parties desire to amend the Master Agreement by modifying the term and compensation of the Master Agreement; and

**WHEREAS**, Section 6.16 of the Master Agreement provides for written amendments and modifications if approved by both Parties.

**NOW THEREFORE**, in consideration of the promises and mutual promises herein contained, it is agreed as follows:

1. **Term.** Section 1.2 of the Master Agreement is hereby amended to be replaced with the following: "The term of this Agreement shall commence on January 1, 2020 and expires on December 31, 2020. Upon the conclusion of the Term, this Agreement may be renewed with City Manager or City Council approval for a **maximum**

of 1 (1) 1-year extensions of term, unless CITY issues written notice of its intent not to authorize an additional extension term(s). Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate the Master Agreement at any time for convenience or for cause."

2. Compensation. Section 1.3 of the Master Agreement is hereby amended:

A. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Service, Exhibit A, in accordance with the compensation schedule which is Exhibit B (hereinafter, the "Approved Rate Schedule").

B. Section 1.3(A) notwithstanding, CONTRACTOR'S total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of **\$100,500** (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Director of Finance. The "Not-to-Exceed Sum" is comprised of the contractual amount (\$78,352.44), and the sum of (\$22,147.56) for extraordinary repairs. In the event CONTRACTOR'S charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONTRACTOR'S performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.

3. Except as otherwise set forth in this First Amendment, the terms of the Agreement shall control. This First Amendment Agreement with the Contract Services Agreement shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents.

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

**CITY OF HUNTINGTON PARK:**

By: \_\_\_\_\_  
Ricardo Reyes  
City Manager

**ST. FRANCIS ELECTRIC:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Donna G. Schwartz, CMC, City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

DRAFT

# ATTACHMENT "B"

# Proposed Rates



For Traffic Signal Maintenance for the  
City of Huntington Park

## A. Routine Preventative Maintenance Items

		Jan 19 – Dec 19	CPI Increase 1.8%	Jan 20 – Dec 20
Item Description	Unit	Rate		Rate
Signalized Intersections	EA	\$90.65	\$1.63	\$92.28
In-Pavement Flashing Crosswalks	EA	\$55.50	\$1.00	\$56.50
Flashing Beacons	EA	\$55.50	\$1.00	\$56.50
Mid-Block Pedestrian Crosswalk Signal	EA	\$61.00	\$1.10	\$62.10
Solar Speed Limit Radar	EA	\$65.00	\$1.17	\$66.17
<b>Routine Preventative Maintenance per Month</b>				<b>\$6,529.37</b>
<b>Annual Preventative Maintenance (Month x 12)</b>				<b>\$78,352.44</b>

## B. Extraordinary Items

Item Description	Unit	Rate	Increase	Rate
Remove, Supply & Replace Vehicle LED	EA	\$130.00	\$2.34	\$132.34
Remove, Supply & Replace Pedestrian LED	EA	\$239.00	\$4.30	\$243.30
Remove, Supply & Replace Pedestrian Push Button Only	EA	\$127.00	\$2.29	\$129.29
Remove, Supply & Replace Complete Pedestrian Push Button Assembly	EA	\$342.00	\$6.16	\$348.16
Re-Align Traffic Signal Head	EA	\$135.00	\$2.43	\$137.43
Re-Secure Traffic Signal Back Plate or Visor	EA	\$135.00	\$2.43	\$137.43
Re-Secure Street Name Sign	EA	\$225.00	\$4.05	\$229.05
Supply & Replace Back Plate with New	EA	\$189.00	\$3.40	\$192.40
Supply & Replace Visor with New	EA	\$155.00	\$2.79	\$157.79
Clean Pull Box, Seal and Grout	EA	\$225.00	\$4.05	\$229.05
Clean and/or Adjust Video Detection Camera	EA	\$180.00	\$3.24	\$183.24
Supply & Replace Reflective Street Name Sign (6' or 8') w/ SS Brackets	EA	\$1,700.00	\$30.60	\$1,730.60
Supply & Replace Hand Hole Cover	EA	\$93.00	\$1.67	\$94.67
Supply & Replace Load Switch	EA	\$93.00	\$1.67	\$94.67
Bulk LED Supply – Replacement per City's Request of a Quantity over 50	EA LED	\$100.00	\$1.80	\$101.80
Supply & Replace Detector Card	EA	\$184.00	\$3.31	\$187.31
<b>*THE ABOVE LINE ITEM RATES ONLY APPLY DURING PREVENTATIVE MAINTENANCE SERVICES</b>				

### **C. Labor Rates**

Item Description	Unit	Rate	Increase	Rate
Superintendent	HR	\$102.50	\$1.85	\$104.35
Traffic Engineer	HR	\$225.00	\$4.05	\$229.05
Laboratory Technician	HR	\$98.98	\$1.78	\$100.76
Maintenance Technician – Lead	HR	\$102.50	\$1.85	\$104.35
Maintenance Technician	HR	\$98.98	\$1.78	\$100.76
Service Laborer	HR	\$70.00	\$1.26	\$71.26
Safety Light Technician	HR	\$98.98	\$1.78	\$100.76
<b>*RATES LISTED ABOVE DO NOT INCLUDE AFTER HOURS SERVICE REQUESTS. PREVAILING WAGE RATES PER DIR (PLUS 15%) WOULD APPLY.</b>				

### **D. Equipment Rates**

Item Description	Unit	Rate	Increase	Rate
Pick-up Truck	HR	\$22.50	\$0.41	\$22.91
Service Truck	HR	\$22.50	\$0.41	\$22.91
Bucket Truck	HR	\$29.00	\$0.52	\$29.52
Crane Truck	HR	\$68.00	\$1.22	\$69.22

**MATERIALS COST PLUS 15%**

# ATTACHMENT "C"



St. Francis Electric  
1420 Citrus Street  
Riverside, California 92507  
(951) 203-4586  
(951) 274-0061 Fax  
www.stfranciselectric.com

November 20, 2019

Mr. Raul Alvarez  
Assistant City Manager  
City of Huntington Park  
6550 Miles Avenue  
Huntington Park, CA 90255

Proposal for the Extension of the Traffic Signal Maintenance Services  
Through the Dates of January 1, 2020 to December 31, 2020

Dear Mr. Alvarez,

At this time, we are offering to extend our Traffic Signal Maintenance Service Agreement for the term indicated above. The current agreement will expire on December 31, 2019; I have attached a copy of the current pricing schedule with our rates. Please note that there has been a CPI increase which is also on the rate sheet attached. Please feel free to contact me with any questions or concerns.

This offer shall expire 60 days from the date hereof and may be withdrawn by us at any time prior thereto with notice. This offer supersedes any prior offers, commitment or orders, contains all terms, conditions and warranties and when accepted, constitutes the entire contract between the parties. The resulting contract shall not be modified except by formal written amendment. This offer shall be accepted by delivery of a copy of this offer duly signed by the **City of Huntington Park**.

Respectfully,

*Andy Briones*

Andy Briones  
St. Francis Electric  
Riverside Office  
(951) 304-4902  
(951) 274-0061 Fax  
(951) 203-4586 Cell  
abriones@sfe-inc.com

ACCEPTED

CITY OF HUNTINGTON PARK

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

# ATTACHMENT "D"



## TRAFFIC SIGNAL MAINTENANCE SERVICES

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into this **19<sup>th</sup> day of December, 2018**, (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and **St. Francis Electric** (hereinafter, "CONTRACTOR"). For the purposes of this Agreement CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY an

### 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, CONTRACTOR agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONTRACTOR further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 TERM: This Agreement shall have a term of **1 YEAR** commencing from **January 1, 2019**. Upon the conclusion of the Term, this Agreement may be renewed with City Manager or City Council approval for a **maximum of two (2) 1-year extensions** of term, unless CITY issues written notice of its intent not to authorize an additional extension term(s). Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.

1.3 COMPENSATION:

- A. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Service, Exhibit A, in accordance with the compensation schedule which is Exhibit B (hereinafter, the "Approved Rate Schedule").
- B. Section 1.3(A) notwithstanding, CONTRACTOR'S total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of **\$76,968.00** (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Director of Finance. This sum does not include funds for extraordinary repairs when required. This not to exceed sum only equates to the cost for the annual preventative maintenance services. In the event CONTRACTOR'S charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONTRACTOR'S performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.

1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONTRACTOR shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed. If the amount of CONTRACTOR'S monthly compensation is a function of hours worked by CONTRACTOR'S personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar day of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

1.5 ACCOUNTING RECORDS: CONTRACTOR shall maintain complete and accurate records with respect to all matters covered under this Agreement during and for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities. The City shall own all accounting records maintained by the CONTRACTOR.

1.6 ABANDONMENT BY CONTRACTOR: In the event CONTRACTOR 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, CONTRACTOR shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR 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 CONTRACTOR'S cessation or abandonment.

II.  
PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the [NAME OF PERSON DESIGNATED] (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONTRACTOR shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 CONTRACTOR REPRESENTATIVE AND CONTACT INFORMATION: CONTRACTOR hereby designates or designee to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR 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 CONTRACTOR Representative shall constitute notice to CONTRACTOR.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONTRACTOR 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 CONTRACTOR shall be subject to inspection and approval by CITY Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONTRACTOR represents, acknowledges and agrees to the following:
- A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR'S profession;

- B. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the CITY;
- C. CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR'S employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and
- F. All of CONTRACTOR'S employees and agents (including but not limited SUB-CONTRACTOR) 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 CONTRACTOR shall perform, at CONTRACTOR'S own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONTRACTOR'S failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONTRACTOR'S employees, agents, and SUB-CONTRACTOR. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery 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 and in their sole and absolute discretion. The Parties acknowledge and agree that CITY'S acceptance of any work performed by CONTRACTOR or on CONTRACTOR'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 CONTRACTOR, including but not limited to the representation that CONTRACTOR possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONTRACTOR'S profession.

**ASSIGNMENT:** The skills, training, knowledge and experience of CONTRACTOR 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 CONTRACTOR or on behalf of CONTRACTOR

in the performance of this Agreement. In recognition of this interest, CONTRACTOR 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 CONTRACTOR'S duties or obligations under this Agreement without the prior written consent of CITY. In the absence of CITY'S prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

- 2.5 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONTRACTOR or under CONTRACTOR'S strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONTRACTOR on an independent CONTRACTOR basis and not as an employee. CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR are not employees of CITY and shall at all times be under CONTRACTOR'S exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.6 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONTRACTOR'S officers, employees, agents, or SUB-CONTRACTOR is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR'S officers, employees, agents, or SUB-CONTRACTOR fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, or SUB-CONTRACTOR shall be promptly removed by CONTRACTOR and shall not be reassigned to perform any of the Work.
- 2.7 COMPLIANCE WITH LAWS: CONTRACTOR 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. CONTRACTOR'S compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.8 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, CONTRACTOR, 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 CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent CONTRACTOR and are not officials, officers, employees, departments or subdivisions of CITY. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, CONTRACTOR and SUB-CONTRACTOR. CONTRACTOR and all persons retained or employed by CONTRACTOR 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 CONTRACTOR under this Agreement or is otherwise expressly conferred by CITY in writing.

### III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONTRACTOR 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: CONTRACTOR 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 Two Million Dollars (\$2,000,000.00) per accident for bodily injury and property damage.
  - C. Workers' Compensation Insurance / Employer's Liability Insurance:  
Workers' Compensation: as 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. If the contractor is 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 form must be signed.

D. Pollution Liability Insurance: CONTRATOR shall procure pollution liability insurance with a limit of Three Million Dollars (\$3,000,000.00) per claim and aggregate.

- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds. 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 Contractor 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 Contractor'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).

For any claims related to this project, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity.

- 3.3 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.
- 3.4 PRIMACY OF CONTRACTOR'S INSURANCE: All policies of insurance provided by CONTRATOR 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 CONTRACTOR'S insurance and shall not contribute with it.

3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR officers, employees, agents, CONTRACTOR or SUB-CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY.

3.6 VERIFICATION OF COVERAGE: CONTRACTOR 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, CONTRACTOR warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONTRACTOR'S commencement of any work or any of the Work. Upon CITY's written request, CONTRACTOR shall also provide CITY with certified copies of all required insurance policies and endorsements.

3.7 Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

#### 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 the performance of this Agreement. 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. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of CONTRACTOR'S commitment to indemnify, defend and protect CITY as set forth herein.

- 4.2 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR'S performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement.
- 4.3 CITY shall have the right to offset against the amount of any compensation due CONTRACTOR under this Agreement any amount due CITY from CONTRACTOR as a result of CONTRACTOR'S failure to pay CITY promptly any indemnification arising under this Article and related to CONTRACTOR'S failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONTRACTOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR 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.
- 4.5 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required herein, CONTRACTOR 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 CONTRACTOR'S, SUB-CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONTRACTOR 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.
- 4.7 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: CITY may terminate this Agreement at any time for convenience and without cause by giving CONTRACTOR a minimum of five (5) calendar day's prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONTRACTOR shall be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. CONTRACTOR may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR to timely provide CITY or CITY's

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

- ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONTRACTOR 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 CONTRACTOR shall include, but shall not be limited to the following: (i) CONTRACTOR'S refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONTRACTOR'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) CONTRACTOR'S and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary or involuntary; (v) CONTRACTOR'S refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by CONTRACTOR within forty-five (45) calendar days of CONTRACTOR'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 CONTRACTOR as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR'S Default Notice to CITY.

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

iv. CITY may exercise any other available and lawful right or remedy.

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

G. In the event CITY is in breach of this Agreement, CONTRACTOR'S sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR 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 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 CONTRACTOR 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. CONTRACTOR shall require all SUB-CONTRACTORS working on behalf of CONTRACTOR 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 CONTRACTOR as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.

- 6.2 **CONFIDENTIALITY:** All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR 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. CONTRACTOR 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:** CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR 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:

**CONTRACTOR:**  
 St. Francis Electric  
 975 Carden St.  
 San Leandro, CA 94577  
 Attn: Guy Smith  
 Phone: (510) 639-0639  
 Email: Guy@sfe-inc.com

**CITY:**  
 City of Huntington Park  
 Public Works Department  
 6550 Miles Avenue  
 Huntington Park, CA 90255  
 Attn: Daniel Hernandez  
 Phone: (323) 584-6320  
 Fax: (323) 584-6308

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:** CONTRACTOR 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 Sub-CONTRACTOR'S), if any, shall contain a provision making

them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

- 6.7 CITY'S RIGHT TO EMPLOY OTHER CONTRACTOR: CITY reserves the right to employ other CONTRACTOR in connection with the various projects worked upon by CONTRACTOR.
- 6.8 PROHIBITED INTERESTS: CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants 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 CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 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, 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 CONTRACTOR 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 CONTRACTOR and the remaining two original counterparts shall be retained by CITY.

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:**

By:   
Ricardo Reyes  
City Manager

**St. Francis Electric**

By:   
Name: Guy Smith  
Title: Vice President

**ATTEST:**

By:   
Donna G. Schwartz, City Clerk

**APPROVED AS TO FORM:**

By:   
City Attorney

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

The broad categories of services needed.

All Services are directed by City Manager, Director of Public Works, Public Works Superintendent, Supervisor, City Engineer or City designee.

#### **Traffic Signal Maintenance**

- Traffic Signal Routine Maintenance
- Traffic Signal Unscheduled Maintenance
- Traffic Signal Plan Review
- Traffic Signal Construction Inspection
- Underground Service Alerts (USA) for traffic signals
- Traffic Signal Design Modification

#### **Task 1 – Unscheduled Maintenance Items**

##### **1.1 Definition**

Unscheduled Maintenance, which is comprised of emergency responses, is performed by the traffic signal system contractor, when requested. Response maintenance is defined as all physical work associated with the traffic signal system apparatus and all emergency response due to accidents, Acts of God, or signal lamp malfunction.

##### **1.2 Introduction**

The selected Contractor shall be responsible for providing maintenance, repair, and services as directed by the City Engineer or his authorized agent. Work items shall include but not be limited to all items listed in Exhibit "B" Approved Rate Schedule also referred to as the, Fee Schedule, any items not included in the Fee Schedule shall be negotiated between the selected Contractor and the City on a time and material basis.

The Contractor shall use and provide an Online Maintenance System with Free access to a designated City staff. The entire online system should be a real-time system. System functionality should include by not be limited to the following:

- Work order tracking.
- Work order status updates,
- Asset and equipment management,
- Maintenance requests,
- Maintenance check list that are maintained and updated regularly,

The work to be done shall consist of providing contract maintenance, repair, and services. Response service shall include repair of damages resulting from traffic collisions, which have caused dislocation of poles or equipment; Acts of God (i.e., excessive winds, rain,

floods, earthquakes, etc.); vandalism; street excavation; or failure of or resurfacing of the street. Additional repairs shall also include the following:

1. Detector loop replacement and patching
2. Realignment and replacement of signal indications
3. Video detection replacement, realignment, and detection zone programming
4. Emergency vehicle preemption replacement, realignment, and detection zone programming
5. Aerial and underground splicing of the City's hardwire signal interconnect cable
6. Pedestrian indication and signal indication lam replacement (LED)
7. Battery Back-up System (BBS) repairs
8. Intersection rewiring and cable pulling
9. Any and all parts of controller mechanism
10. Concrete and foundation repairs
11. Traffic signal pole or equipment replacement
12. Other traffic signal system-related work

In addition, at the discretion of the City Engineer or his authorized agent, the maintenance service Contractor shall provide the following:

1. Repair and replacement of Internally Illuminated Street Name Signs (IISNS) and LED street name signs
2. Installation of traffic signs into traffic signal equipment
3. Communication troubleshooting/repair/installation
4. Underground Service Alerts (USA) for traffic signals
5. Inputting signal timing signals
6. Plan review of traffic signal design prepared by others
7. Review of shop drawings for traffic signal equipment
8. Traffic signal construction inspection
9. Other traffic signal system-relate

The selected Contractor shall furnish all tools, equipment, workshop facilities, transportation, labor, parts, and materials and perform all work necessary to maintain in good quality operation all traffic signals within the City of Huntington Park. The selected Contractor shall have all necessary tools, equipment, workshop facilities, transportation, labor, parts, and materials to test and maintain Light Emitting Diodes (LEDs). All work performed or equipment and parts supplied by the Contractor shall be subject to inspection and approval of the City Engineer or his authorized agent. Failure to pass inspection on any maintenance, repair, or service item shall result in non-payment for that item until such time that the Contractor can present the item to the City in an acceptable form.

### 1.3 Work Authorized Forms

A "Work Authorization Form" shall be provided prior to work commencing for AS-Required/Schedule Response work items and when possible, Standard Response work items (see Task 3- Response for work item descriptions). The Contractor shall provide their cost estimates on the "Work Authorization Form" and shall prepare a work authorization form for any verbally authorized work or emergence response work. This form shall provide the Contractor with the location, work to be performed, required completion date, authorization to proceed, and a City or Contractor itemized estimate based on costs provided by the Contractor in their SQQ. All costs shall be detailed, unbundled, and listed separately. Actual time spent on the job and work completed or in progress will be inspected by City staff on a random basis. "Work Authorization Forms" shall be prepared for all items of work for comparison to the final billing to assure that proper costs and estimating procedures have been followed. Any additional work not on the completed "Work Authorization Form" shall not be allowed until first approved by the City Engineer or his authorized agent.

#### 1.4 Verbal Notification

The Contractor shall respond on verbal notification from the City Engineer or his authorized agent to all work items. Verbal notification will typically be given for "Standard" and/or "Emergency" response work items. If verbal notification is given and no response time is provided, the Contractor shall respond on an emergency basis.

When the Contractor receives verbal notification to complete a "Schedule Response" work item, the Contractor shall prepare a field generated "Work Authorization Form" and submit it to the City for final approval within two (2) working days after receiving notification. The Contractor shall note the date, time, type of response, and City employee providing the verbal authorization on the "Work Authorization Form."

See Task 3- Response for response definitions.

#### 1.5 Contractor Notification

The Contractor shall notify the City Engineer or his authorized agent of any and all repairs and/or replacements to the signal system at least two (2) hours prior to the start of work to allow for proper inspection of work. Emergency response work provided by the City does not require this notification process.

The City Engineer or his authorized agent shall have the final decision on what is authorized. The Contractor shall not be paid until work is complete and the City is notified of the completion for final inspection and approval. Compliance with the authorization procedure shall not relieve the Contractor from making necessary repairs within a timely manner.

### **Task 2- Routine Preventative Maintenance**

#### 2.1 Definition

*Routine Preventative Maintenance* shall be performed by the Contractor responsible for preventative maintenance and the associated operation of flashing beacon apparatus and traffic signal controllers and cabinet equipment. The City Engineer or his authorized agent will provide all signal timing information.

A full traffic signal intersection inventory shall be conducted and provided to the City in both electronic and hard copy form during the beginning of the contract. The inventory shall include but not be limited to location, major & minor street, Cabinet type, BBS, EVP, RR Preemption, Controller Type, Control Communication Type, CCTV, Video Detection, WAP, Traffic Loops, pole data and etc.

## 2.2 Traffic Signals, Solar Speed Signs, and Flashing beacons

The Contractor agrees to the following preventative maintenance schedule for traffic signals and flashing beacons respectively:

### Monthly Routine

- Visually inspect controller for proper operation
- Visually inspect all vehicular and pedestrian signals for proper operation
- Visually inspect all LED signals units for proper operation, and replace outages found - *under LME or fee schedule*
- Check the time setting and match with time sheet in controller cabinet
- Visually inspect Battery Backup System (BBS)
- Night checks of safety lights and internally illuminated street name signs (IISNS), once a month to determine outages and/or minor tree trimming needs, if necessary
- Manually record inspection date and time in controller cabinet and send written confirmation of monthly inspection with recommendations to the City by intersection/location (See Task 4-Reports for additional requirements)
- Record solar speed feedback sign results on monthly inspection with recommendations to the City by location (See Task 4-Reports for additional requirements)
- Inspect all push buttons for proper operation- Repair as needed - *under LME or fee schedule*
- Visually check for bent visors and back plates- Repair as needed - *under LME or fee schedule*
- Actuate and check each pedestrian push button for proper operation
- Manually record inspection date and time in controller cabinet and send written confirmation of monthly inspection with recommendations to the City by intersection/location (See Task 4-Reports for additional requirements)
- Check alignment of all signal heads- Repair as needed - *under LME or fee schedule*
- Include material for basic repairs (LED, push buttons, BP Plates, visors, low switches, etc.) - *under LME or fee schedule*
- Visually inspect illuminated cross walks, indications, pedestrian push buttons and pedestrian plates for proper operation

### 3-Month Routine (In addition to monthly)

- Check emergency vehicle detection, video detection, and signal interconnect, where applicable, for proper operation
- Check detector amplifiers and tune, if needed
- Visually inspect roadway along loop detectors for possible exposed wires, cracks, and potholes

#### 6-Month Routine (In addition to monthly and 3-month)

- Replace controller cabinet filter
- Check ground rod clamp and wire
- Check wire schematics and records to make sure they are in the cabinet
- Check operation of the fan
- Check operation of ground fault receptacle
- Measure voltage at service inputs in cabinet and record
- Visually check integrity of splices
- Check BBS battery voltage/amp output and make recommendations for battery replacement when necessary
- Test BBS charging system
- Manually record inspection date and time in controller cabinet and send written confirmation of 6-month inspection with recommendations to the City by intersection/location (See Task 4-Reports for additional requirements)
- Clean and vacuum controller cabinet

#### Annual Routine (In addition to monthly, 3-month, and 6-month)

- As directed by City, replace incandescent lamps in all signals with LED lamps - - *under LME or fee schedule*
- Clean and polish all lenses and reflectors
- Vacuum and clean controller cabinet and contents
- Replace cabinet filter
- Check weatherproof gasket seal on controller cabinets
- Check for water accumulation and duct sealant
- Lubricate hinges and lock on controller cabinets
- Check indicator lamps
- Check all connectors
- Check detector extensions
- Check load switches
- Check relays
- Check conflict monitor and provide City with computerized report in Microsoft Excel identifying each intersection's results.
- Clean BBS
- Check all BBS connections and clean terminals
- Manually record inspection date and time in controller cabinet and send written confirmation of annual inspection with recommendations to the City by intersection/location (See Task 4-Reports for additional requirements)
- Verify signal timing in controller and field signal timing sheets are consistent. Send a copy of signal timing sheets to the City with the date of inspection.

- Submit electronic and hardcopy of traffic signal intersection hardware inventory with connection diagrams. The inventory shall include but not be limited to location, major & minor street, cabinet type, BBS, EVP, RR Preemption, controller type, control communication type, CCTV, video detection, WAP, traffic loops, pole data, conduit sizes (if intersections as-builts are existing in the cabinet or provided by the City), and etc.

### **Task 3- Response**

#### **3.1 Emergency Response (one hour maximum response time)**

This item is considered to be a safety concern. When notified by the City to respond to an emergency situation, the Contractor shall be at the site in one (1) hour or less from the time of notification. Examples of a situation that would require an emergency response include but not limited to signal and/or streetlight knocks, block of streetlights out-of-service, signal damage, red lamp outages (LED), turned or misaligned signal head, or other repairs designated emergency response by the City. The Contractor shall maintain a twenty-four (24) hour per day emergency service for the replacement of burned out lamps or repair of any traffic signal or associated traffic signal equipment. The Contractor shall maintain a local telephone number where he can be reached twenty-four (24) hours per day. This telephone number shall be made available to the Engineering Department and the Huntington Park Police Department. The Contractor shall make **IMMEDIATE** maintenance calls when notified by the City and informed that the call is an emergency. In no instance shall the response time to an emergency call exceed one (1) hour from the time of notification.

#### **3.2 Standard Response (eight working hour maximum response time)**

This item is considered important but not an immediate safety concern. Maintenance and repair request made on a regular basis shall be responded to with eight (8) working hours of notification. In no event will regular response be considered overtime without prior approval of the City Engineer or his authorized agent. Examples of work that would require a regular response are but not limited to signal equipment repair/replacement, pedestrian head outages (modification kits), vehicle detection problems, and field wiring, routine lamp outages.

#### **3.3 As-Required/ Schedule Response (five working day maximum response time)**

Maintenance and repair request made by the City that are not critical or the work involved is of such nature as to require advance scheduling shall be completed on an "As-Required" basis. Work authorizations of this type shall include a completion date to be shown on the work schedule. Examples of "As-Required/Schedule" maintenance would include but not limited to loop repair/replacement, major equipment repair/replacement, and permanent replacement of knockdowns, major rewiring, and intersection modifications.

The formats presented above are only guidelines and do not relieve the Contractor of the responsibility to perform. At all times, the contractor shall be required to respond to any work request in any of the above manners as the City determines necessary. If the City should fail to provide the Contractor with the required response time, the Contractor shall proceed under the guidelines of "As-Required/Schedule" response unless the work item requires a more immediate response, as covered in the Request of Qualifications. The City may at any time amend the response requirement for a for specific work items by notifying the Contractor either verbally or writing. Time extension may be granted due to material delay when the Contractor has demonstrated that the delay was beyond the Contractor's control.

## **Task 4 – Reports**

### **4.1 Monthly Maintenance Reports**

The Contractor shall submit to the Engineering Division within ten (10) working days from the last day of each month a detailed monthly computer summary printout of all traffic signal system and streetlight repair and emergency calls made. The summary shall provide the following information.

TRAFFIC SIGNALS, IN-PAVEMENT FLASHING CROSSWALKS, SOLAR SPEED FEED-BACK SIGNS, AND FLASHING BEACONS.

1. Date time, City employee, and employee telephone number initiating the call
2. Location by intersection/location and number (see
3. Nature of malfunction. If any found, and a description of the action taken by the Contractor.
4. Date, time, and name of the Contractor's personnel conducting night check (when applicable).
5. Date and time the Contractor's personnel and equipment arrived on the scene.
6. Date and time the job was completed.

### **4.2 Scheduled Work Report**

The Contractor will notify the City Engineer or the authorized agent of any and all work scheduled to take place during the day. If scheduled work is completed and the Engineering Division has not been notified in advance, payment will not be made until the work can inspected by City Staff.

### **4.3 Detailed Cost Summary**

The Contractor shall provide a detailed cost summary with the monthly invoices detailing work completed for each work authorization. See Compensation for additional detail.

## **Task 5 - Traffic Signal Plan Review**

The Contractor may be required to performed traffic signal plan review for the city. The Contractor shall have the ability to professionally review traffic signal plans from the City and have turnaround time no greater than five (5) working days.

#### **Task 6 - Traffic Signal Contraction Inspection**

The contractor may be required to perform traffic signal construction inspections. The contractor shall have a competent inspector on site as directed by the City. The Inspector shall provide daily report to the City representative.

#### **Task 7 – Traffic Signal Design Modification**

The contractor may be required to perform on site traffic signal modifications. Modifications may include installation of left turn arrows, on-site signal timing changes, loop length increases, advance detection zone changes and etc.

#### **Task 8 – Traffic Signal & Cabinet Assessment Report**

The contractor shall provide an assessment report on all traffic signals and cabinets within the City. The report shall be completed within the first few months of the executed agreement. Also, a second assessment report shall be completed 4 months prior to the contract's expiration date.

#### **Task 9 – Traffic Signal Consulting Services**

The contractor shall provide consulting services to the City Manager, Director of Public Works, Public Works Superintendent, Supervisor, City Engineer or City designee when construction projects, capital improvement projects, or street improvement projects affect or change traffic signals within the City. This will be done on an as needed basis.

#### **Program Requirements**

1. The Contractor shall be required to maintain a primary facility location within seventy (70) miles of the City limits of Huntington Park. This requirement is mandated to assure the response by the Contractors is accomplished in a timely manner and in the case of emergencies, within one (1) hour. The facility must be equipped with mobile equipment such as ladder trucks, boom trucks, and related equipment and must also be equipped with facilities to effectuate traffic signal equipment repair.
2. The Contractor must provide an experienced, competent Superintendent and field technician who will be responsible for effectively supervising all work in progress. In addition to supervision or work in progress, the Superintendent must be capable of instructing his subordinates in correct and proper maintenance techniques.

3. The Contractor must employ competent, experience traffic signal technicians (International Municipal Signal Association (IMSA) Certification desirable) qualified in repair or trouble detection of the City's traffic signal. If any subcontractors, Superintendents, Foreman, laborer, or other person employed or associated with the Contractor appears to City Staff to be intemperate, incompetent, troublesome, or otherwise undesirable to be employed on the work site, that employee shall be immediately removed from the work site at the request of the City Engineer or his authorized agent.
4. The Contractor shall be responsible for providing all necessary traffic control equipment in construction or maintenance zones per Part 6 of the California Manual on Uniform Traffic Control Devices MUTCD 2014 or more recent edition, or as determined by the City Engineer or his authorized agent to be required to give adequate warning of any dangerous condition that may be encountered, prevent accidents, and avoid damage or injury to the public. In addition, the Contractor shall not close more than one lane of travel at a time unless otherwise authorized by the City Engineer or his authorized agent. Lane closures from 7: 00 am to 8: 30 and 4:00 pm to 6:00 pm are not permitted for Standard required or As-Required / Scheduled Maintenance. Emergency repairs shall be made whenever required and not be subjected to the aforementioned time restriction.
5. The Contractors shall conduct his operation in order to minimize obstruction and inconvenience to public travel. At no time shall the Contractor be allowed to stop work for the purpose of a "Coffee Break" when the public right-of-way is impeded unless the work being done requires more than (4) hours to complete.

Whenever the Contractor's operation create a condition hazardous to traffic or to the public, he shall furnish and maintain, as necessary, fences, barricades, lights, sign, safety cones, and other devices per Part 6 of the California MUTHCD 2014 Edition, or most recent edition, or as determined by the City Engineer or his authorized agent to be required to give adequate warning of any dangerous condition that may be encountered, prevent accidents, and avoid damage or injury to the public. Failure to provide necessary devices shall be cause for stopping of work and vacating the job site until the situation is remedied.

6. The Contractor shall be responsible for the correct placement, number, and monitoring of temporary traffic signals and controls.
7. The Contractor shall be equipped with the spare parts in sufficient quantities to maintain signal and operations. In those instances where a complex devices, equipment or component has to be repaired or replace, the Contractor shall install a temporary replacement of his own until such time as the part can be permanently repaired or replaced.

8. Should Contraction be underway by other forces or by other contractors within or adjacent to the limit of the work specified or should work of any other nature be underway by other forces within or adjacent to the said limits, the contractor shall cooperate with all such other contractor's other forces to the end that any delay, duplication, or hindrance to their work shall be avoided.
9. All work shall conform to the most recent edition of Caltrans Standard Plans and Specification and the City of Huntington Park Standard Detail and Specifications.
10. The City Engineer or his authorized agent shall have access at all times to work completed or in progress and shall be furnished with all reasonable means and facilities for ascertaining the progress of work and the quality of the material used. All work performed and all material furnished shall be subjected to the City Engineer or his authorized agent's inspection and approval. Any item not meeting the City Engineer or his authorized agent's completed satisfaction shall be replaced immediately.

Inspection of work shall not relieve the Contractors of any obligation to fulfill the contract as prescribed. Defective work or material shall be made good, and unsuitable material be rejected notwithstanding the fact that such defective work and unsuitable material have been previously inspected by the City Engineer or his authorized agent and accepted.

11. All work, which is determined by the City Engineer or his authorized agent to be defective in its construction or is deficient in any way, shall be remedied or removed by the Contractor at his expense in a manner acceptable to the City.
12. The City Engineer or his authorized agent shall decide all questions that may arise regarding the quality or acceptability of material furnished or work performed, the manner of performance and rate of progress of the work, and the acceptable fulfillment of the contract. The City Engineer's decision shall be final.
13. All fixed time, semi actuated, and fully actuated signals installed during the life of the contracts shall be added to those already maintained by the Contractors, as the City notifies the Contactor of the installation thereof. These signal shall be maintained at the same rate and in the same manner as those covered by the agreement. In the event notification shall be prorated from the day the Contractors is notified.
14. All in-pavement flashing crosswalks added throughout the life of the contracts shall be maintained by the contractors, as the City notices the Contractor of the installation thereof. These in-pavement flashing crosswalk shall be maintained at

the same rate and in the same manner as those covered by the agreement. In the event notification is made at the other than the beginning of the monthly contract period, payment for that month shall prorated from the day the Contractor is notified.

15. All flashing beacons (not part of traffic signal assembly) added throughout the life of the contract shall be maintained by the Contractor, as the city notifies the Contractor of the installation thereof. These flashing beacons shall be maintained at the same rate and in the same manner as those covered by the agreement. In the event notification is made at other than the beginning of the monthly contract period, payment for that month shall be prorated from the day the Contractor is notified.
16. All electroliers added throughout the life of the contracts shall be maintained by the Contractors, as the city notifies the Contractor of the installation thereof. These electroliers shall be maintained at the same rate and in the same manner as those covered by the agreement. In the event notification is made at other than the beginning of the monthly contract period, payment for that month shall be prorated from the day the Contractor is notified.

#### **License Requirements**

1. The Contractors shall be required to possess a current and valid Class C-10 California Contractor License at the SOQ is submitted, which shall be kept current for the duration of the contract. An additional Class A California Contractor license is also preferred.
2. The Contractor selected as a result of this Request for Qualification shall be required to obtain a City of Huntington Park Business License, which shall be kept current for the duration of the contract.

**Exhibit "B"**  
**Approved Rate Schedule**

## FEE SCHEDULE



For Traffic Signal Maintenance for the  
City of Huntington Park

### A. Routine Preventative Maintenance Items

Item Description	Unit	Quantity	Unit Price	Total
Signalized Intersections	EA	60	\$90.65	\$5,439.00
In-Pavement Flashing Crosswalks	EA	11	\$55.50	\$610.50
Flashing Beacons	EA	1	\$55.50	\$55.50
Mid-Block Pedestrian Crosswalk Signal	EA	4	\$61.00	\$244.00
Solar Speed Limit Radar	EA	1	\$65.00	\$65.00
<b>Routine Preventative Maintenance per Month</b>				<b>\$6,414.00</b>
<b>Annual Preventative Maintenance (Month x 12)</b>				<b>\$76,968.00</b>

### B. Extraordinary Items

Item Description	Unit	Quantity	Unit Price
Remove, Supply & Replace Vehicle LED	EA	1	\$130.00
Remove, Supply & Replace Pedestrian LED	EA	1	\$239.00
Remove, Supply & Replace Pedestrian Push Button Only	EA	1	\$127.00
Remove, Supply & Replace Complete Pedestrian Push Button Assembly	EA	1	\$342.00
Re-Align Traffic Signal Head	EA	1	\$135.00
Re-Secure Traffic Signal Back Plate or Visor	EA	1	\$135.00
Re-Secure Street Name Sign	EA	1	\$225.00
Supply & Replace Back Plate with New	EA	1	\$189.00
Supply & Replace Visor with New	EA	1	\$155.00
Clean Pull Box, Seal and Grout	EA	1	\$225.00
Clean and/or Adjust Video Detection Camera	EA	1	\$180.00
Supply & Replace Reflective Street Name Sign (6' or 8') w/ SS Brackets	EA	1	\$1,700.00
Supply & Replace Hand Hole Cover	EA	1	\$93.00
Supply & Replace Load Switch	EA	1	\$93.00
Bulk LED Supply – Replacement per City's Request of a Quantity over 50	EA LED	1	\$100.00
Supply & Replace Detector Card	EA	1	\$184.00
<b>*THE ABOVE LINE ITEM RATES ONLY APPLY DURING PREVENTATIVE MAINTENANCE SERVICES</b>			

**C. Labor Rates**

Item Description	Unit	Regular Time
Superintendent	HR	\$102.50
Traffic Engineer	HR	\$225.00
Laboratory Technician	HR	\$98.98
Maintenance Technician – Lead	HR	\$102.50
Maintenance Technician	HR	\$98.98
Service Laborer	HR	\$70.00
Safety Light Technician	HR	\$98.98

**\*RATES LISTED ABOVE DO NOT INCLUDE AFTER HOURS SERVICE REQUESTS. PREVAILING WAGE RATES PER DIR (PLUS 15%) WOULD APPLY.**

**D. Equipment Rates**

Item Description	Unit	Regular Time
Pick-up Truck	HR	\$22.50
Service Truck	HR	\$22.50
Bucket Truck	HR	\$29.00
Crane Truck	HR	\$68.00

MATERIALS COST PLUS 15%



1  
2 **SECTION 2:** The purpose of this ordinance is to amend the Huntington Park  
3 Municipal Code by adopting by reference, and amending where necessary, that certain ordinances  
4 of the County of Los Angeles Codes, 2019 California Building, Residential, Electrical,  
5 Mechanical, Plumbing, Existing Building, Green Building Standards, and the Fire Code which  
6 adopt by reference California Code California Building, Residential, Electrical, Mechanical,  
7 Plumbing, and Existing Building Codes (Title 24, Parts 2, 2.5, 3, 4, 5, and 10) and which make  
8 amendments, additions and deletions thereto. Therefore, the Huntington Park Municipal Code is  
9 hereby amended by repealing therefrom the Chapters 1, 1A, 1B, 5, 10, 11 of Title 8 and replacing  
10 it with new Chapters 1, 4, 5, 7, 10 and 11 in lieu thereof, to read as follows:

7  
8 **TITLE 8**  
9 **BUILDING REGULATIONS**  
10 **CHAPTER 1**  
11 **BUILDING CODE**

12 **8-1.01 BUILDING CODE ADMINISTRATION**

13 **SECTION 101 – TITLE, PURPOSE, INTENT AND SCOPE**

14 **101.1 Title.** Title 8 Building Regulations, Chapter 1 of the City of Huntington Park  
15 Municipal Code shall be known as the Building Code of the City of Huntington  
16 Park, may be cited as such, and will be referred to herein as “these regulations” or  
17 “these building standards “or “this Code.”

18 **101.2 Purpose and Intent.** The purpose of this code is to establish the minimum  
19 requirements to safeguard the public health, safety and general welfare through  
20 structural strength, means of egress facilities, stability, sanitation, adequate light  
21 and ventilation, energy conservation, and safety to life and property from fire and  
22 other hazards attributed to the built environment and to provide safety to  
23 firefighters and emergency responders during emergency operations. Consistent  
24 with this purpose, the provisions of this Code are intended and always have been  
25 intended to confer a benefit on the community as a whole and are not intended to  
26 establish a duty of care toward any particular person.

27 This Code shall not be construed to hold the City or any officer, employee or agent  
28 thereof responsible for any damage to persons or property by reason of any  
inspection authorized herein or by reason of the issuance or nonissuance of any  
permit authorized herein, and/or for any action or omission in connection with the  
application and/or enforcement of this Code. By adopting the provisions of this  
Code, the City does not intend to impose on itself, its employees or agents, any  
mandatory duties of care toward persons and property within its jurisdiction so as  
to provide a basis of civil liability for damages.

This section is declaratory of existing law and is not to be construed as suggesting  
that such was not the purpose and intent of previous Code adoptions.

1 **101.3 Scope and Applicability.** The provisions of this Code shall apply to the  
2 erection, construction, enlargement, alteration, installation, reconstruction, repair,  
3 movement, improvement, connection, conversion, demolition, use and occupancy  
4 of any building, structure or premises, or portion thereof, and grading within the  
5 City.

6 The provisions of this Code shall not apply to work located primarily in a public  
7 way other than pedestrian protection structures required by Chapter 33; public  
8 utility towers and poles; equipment not specifically regulated in this Code;  
9 hydraulic flood control structures; work exempted by Section 107.2; or minor  
10 work of negligible hazard to life specifically exempted by the building official.  
11 Additions, alterations, repairs and changes of use or occupancy in all buildings and  
12 structures shall comply with the provisions for new buildings and structures except  
13 as otherwise provided in Section 109 and Existing Building Code of the City of  
14 Huntington Park.

15 Detached one- and two-family dwellings and multiple single-family dwellings  
16 (townhouses) not more than three stories above grade plane in height with a  
17 separate means of egress and their accessory structures shall comply with the  
18 Residential Code as amended and adopted by the City of Huntington Park.

19 Where, in any specific case, different sections of this Code specify different  
20 materials, methods of construction or other requirements, the most restrictive shall  
21 govern.

22 The codes and standards referenced in this Code shall be considered part of the  
23 requirements of this Code to the prescribed extent of each such reference. Where  
24 differences occur between provisions of this Code and referenced codes and  
25 standards, the provisions of this Code shall apply.

26 The provisions of this Code shall not be deemed to nullify any provisions of local,  
27 state or federal law.

28 In the event any differences in requirements exist between the accessibility  
requirements of this Code and the accessibility requirements of the California  
Code of Regulations, Title 24 (also referred to as the California Building Standards  
Code), then the California Code of Regulations shall govern.

## **102 - UNSAFE BUILDINGS**

**102.1 Definition.** All buildings or structures which are structurally unsound or  
not provided with adequate egress, or which constitute a fire hazard, or are  
otherwise dangerous to human life, or which in relation to existing use constitute  
a hazard to safety or health, or public welfare, by reason of inadequate  
maintenance, dilapidation, obsolescence, fire hazard, disaster damage, lacking an  
approved water supply, hazardous electrical, unsafe gas piping or appliances or  
abandonment as specified in this Code or any other effective ordinance, are, for  
the purpose of this Chapter, unsafe buildings. Whenever the Building Official  
determines by inspection that a building or structure, whether structurally damaged

1 or not, is dangerous to human life by reason of being located in an area which is  
2 unsafe due to hazard from landslide, settlement, or slippage or any other cause,  
3 such building shall, for the purpose of this Chapter, be considered an unsafe  
4 building.

5 No person shall own, use, occupy or maintain any unsafe building.

6 All unsafe buildings are hereby declared to be public nuisances. In addition to  
7 instituting any appropriate action to prevent, restrain or correct a violation of this  
8 section, the Building Official may abate an unsafe condition or order that the  
9 unsafe condition be secured, repaired, rehabilitated, demolished or removed as  
10 deemed necessary by the Building Official in accordance with the procedure  
11 specified in this Code.

12 As used in this Chapter "party concerned" means the person, if any, in real or  
13 apparent charge and control of the premises involved, the record owner, the holder  
14 of any mortgage, trust deed or other lien or encumbrance of record, the owner or  
15 holder of any lease of record, the record holder of any other estate or interest in or  
16 to the building or structure or the land upon which it is located.

17 **102.2 Notice of Unsafe Building.** The Building Official shall examine or cause  
18 to be examined every building or structure or portion thereof reported as dangerous  
19 or damaged and, if, in the Building Official's opinion, such is found to be an unsafe  
20 building as defined in this Chapter, the Building Official shall give to the party  
21 concerned written notice stating the defects thereof. This notice may require the  
22 owner or person in charge of the building or premises to;

- 23 1. Immediately remove, backfill, shore up or secure such unsafe condition,  
24 and/or
- 25 2. Within 48 hours, apply for required permit(s) and commence either the  
26 required repairs or improvements or demolition and removal of the  
27 building or structure or portions thereof.

28 All such work shall be completed within 90 days from date of notice, unless  
otherwise stipulated by the Building Official. If necessary, such notice shall also  
require the building, structure, or portion thereof to be vacated forthwith and not  
reoccupied until the required repairs and improvements are completed, inspected  
and approved by the Building Official.

Proper service of such notice shall be by personal service or by registered or  
certified mail upon every party concerned. In the event the Building Official, after  
reasonable effort, is unable to serve the notice as specified above, proper service  
shall be by posting on the structure a copy of the notice.

The designated period within which the owner or person in charge is required to  
comply with such notice shall begin as of the date the owner or person in charge  
receives such notice by personal service or registered or certified mail. If such  
notice is by posting, the designated period shall begin ten days following the date  
of posting.

The failure of any owner or other person to receive such notice shall not affect in  
any manner the validity of any proceedings taken hereunder.

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A person notified to vacate an unsafe building by the Building Official shall vacate within the time specified in the order.

The Building Official may record a notice of violation with the County Recorder's Office that the building or structure described has been inspected and found to be an unsafe building, as defined in this Chapter, and that the owner thereof has been so notified. After all required work has been completed, upon request and payment of required fee(s) the Building Official shall record a notice rescinding the prior notice of violation with the County Recorder's Office .

**102.3 Posting of Signs.** The Building Official shall cause to be posted on buildings required to be vacated or remain unoccupied a notice to read substantially as follows: " Restricted Use" or "Unsafe – Do Not Enter or Occupy" as described in Section 102.6 . All placards shall read "Building and Safety Division, City of Huntington Park"

Such notice shall be posted at the main entrance and shall be visible to persons approaching the building or structure from a street. Such notice shall remain posted until the required repairs, demolition or removal are completed. Such notice shall not be removed without written permission of the Building Official and no person shall enter the building except for the purpose of making the required repairs or of demolishing the building.

**102.4 Unsafe Buildings: Hearing.**

**102.4.1 Right of hearing.** The party concerned or the Building Official may request a hearing regarding the unsafe condition of the building or structure. The request by the interested party shall be made in writing to the Building Official within 30 days of the date of the notice of the unsafe condition. A hearing shall be requested by the Building Official prior to demolition or repair of an unsafe building by the City except when such demolition or repair is done under the emergency procedure set forth in this Chapter.

All interested parties who desire to be heard may appear before the Building Board of Appeals to show cause why the building or structure should not be ordered repaired, vacated and repaired, or demolished.

**102.4.2 Notice of hearing.** Not less than ten days prior to the hearing, the Building Official shall serve or cause to be served either in the manner required by law for the service of summons or by first class mail, postage prepaid, a copy of the notice of hearing upon every party concerned.

- 102.4.3 Form and contents of notice.** The notice of hearing shall state:
1. The street address and a legal description sufficient for identification of the premises upon which the building or structure is located.
  2. The conditions because of which the Building Official believed that the building or structure is an unsafe building.
  3. The date, hour and place of the hearing.

1           **102.4.4    Posting of notice.** The Building Official shall post one copy of the  
2 notice of hearing in a conspicuous place on the unsafe building involved, not less  
3 than ten days prior to the hearing.

4           **102.4.5    Hearing by Building Board of Appeals.** The Building Board of  
5 Appeals shall hold a hearing and consider all competent evidence offered by any  
6 person pertaining to the matters set forth in the report of the Building Official.  
7 The Building Board of Appeals shall make written findings of fact as to whether  
8 or not the building or structure is an unsafe building as defined in this Chapter.  
9 When determined by the Building Official, the Building Rehabilitation Appeals  
10 Board shall hold the hearing in lieu of the Building Board of Appeals.

11           **102.4.6    Order.** If the Building Board of Appeals finds that the building or  
12 structure is an unsafe building, it shall make an order based on its finding that:

- 13           1.       The building or structure is an unsafe building and directing that  
14           repairs be made and specifying such repairs, or
- 15           2.       The building or structure is an unsafe building and directing that it  
16           be vacated and that specified repairs be made, or
- 17           3.       The building or structure is an unsafe building and directing that it  
18           shall be vacated and demolished.

19           The order shall state the time within which the work required must be commenced,  
20 which shall not be less than 10 nor later than 30 days after the service of the order.  
21 The order shall state a reasonable time within which the work shall be completed.  
22 The Building Board of Appeals for good cause may extend the time for completion  
23 in writing.

24           The order shall be served upon the same parties and in the same manner as required  
25 by Section 102.4.2 for the notice of hearing. It shall also be conspicuously posted  
26 on or about the building or structure.

27           **102.5    Unsafe Buildings: Demolition or Repair.**

28           **102.5.1    Work by City.** If the repairs or demolition necessary to remove the  
unsafe condition as set forth in the Notice of Unsafe Building is not made within  
the designated period and a hearing has not been requested by any party concerned,  
the Building Official shall request that a hearing be held regarding the unsafe  
condition. If the finding by the Building Board of Appeals is not complied with  
within the period designated by the Board, the Building Official may then secure  
or demolish such portions of the structure, or may cause such work to be done, to  
the extent necessary to eliminate the hazard determined to exist by the Building  
Board of Appeals.

**102.5.2    Emergency procedure.** Whenever any portion of a structure  
constitutes an immediate hazard to life or property, and in the opinion of the  
Building Official, the conditions are such that repairs, or demolition must be  
undertaken within less than the designated period, the Building Official may take  
necessary action, such as performing alterations, repairs, and/or demolition of the  
structures, to protect life or property, or both, after giving such notice to the parties

1 concerned as the circumstances will permit or without any notice whatever when,  
2 in the Building Official's opinion, immediate action is necessary.

3 **102.5.3 Costs.** The costs incurred by actions taken pursuant to Sections 102.5.1  
4 and 102.5.2 including the entire cost of the services rendered by the County, shall  
5 be a special assessment against the property upon which the structure stood. The  
6 Building Official shall notify, in writing, all parties concerned of the amount of  
7 such assessment resulting from such work. Within five days of the receipt of such  
8 notice, any such party concerned may file with the Building Official a written  
9 request for a hearing on the correctness or reasonableness, or both, of such  
10 assessment. Any party concerned who did not receive a notice pursuant to Section  
11 102.2 and who has not had a hearing on the necessity of the demolition or repairs  
12 in such request for hearing also may ask that such necessity be reviewed. The  
13 Building Board of Appeals thereupon shall set the matter for hearing; give such  
14 party concerned notice thereof as provided in Section 102.4.2; hold such hearing  
15 and determine the reasonableness or correctness of the assessment, or both; and if  
16 requested, determine the necessity of the demolition or repairs. The Building  
17 Board of Appeals, in writing, shall notify such party concerned of its decision. If  
18 the total assessment determined as provided for in this section is not paid in full  
19 within 10 days after receipt of such notice from the Building Official or the  
20 Building Board of Appeals, as the case may be, the Building Official shall record  
21 in the office of the Department of Registrar-Recorder a statement of the total  
22 balance still due and a legal description of the property. From the date of such  
23 recording, such balance due shall be a special assessment against the parcel.  
24 The assessment shall be collected at the same time and in the same manner as  
25 ordinary City taxes are collected and shall be subject to the same penalties and the  
26 same procedure and sale in case of delinquency as provided for ordinary City  
27 taxes. All the laws applicable to the levy, collection and enforcement of City taxes  
28 shall be applicable to such special assessment.

18 **102.5.4 Interference Prohibited.** A person shall not obstruct, impede, or  
19 interfere with the Building Official or any representative of the Building Official,  
20 or with any person who owns or holds any estate or interest in any unsafe building  
21 which has been ordered by the Building Board of Appeals to be repaired, vacated  
22 and repaired, or vacated and demolished or removed, whenever the Building  
23 Official or such owner is engaged in repairing, vacating and repairing, or  
24 demolishing any such unsafe building pursuant to this Chapter, or is performing  
25 any necessary act preliminary to or incidental to such work, or authorized or  
26 directed pursuant hereto.

24 **102.5.5 Prosecution.** In case the owner shall fail, neglect or refuse to comply  
25 with the notice to repair, rehabilitate, or to demolish and remove said building or  
26 structure or portion thereof, the Building Official shall cause the owner of the  
27 building to be prosecuted as a violator of this Code.

27 **102.6 Posting of signs for damage assessment.** The building official shall cause  
28 placard(s) to be posted on buildings upon completion of a safety assessment.  
All placards shall read "Building and Safety Division, City of Huntington Park"

1 The placards shall also indicate the condition of the structure for continued  
2 occupancy, and shall read substantially as follows:

3 **1. “INSPECTED – Lawful Occupancy Permitted”** (green placard) shall be  
4 posted on any building or structure wherein no apparent structural hazard has been  
5 found. This placard is not intended to mean that there is no damage to the building  
6 or structure.

7 **2. “RESTRICTED USE”** (yellow placard) shall be posted on each building or  
8 structure that has been damaged wherein the damage has resulted in some form of  
9 restriction to the continued occupancy. This placard will note in general terms the  
10 type  
11 of damage encountered and will clearly and concisely note the restrictions on  
12 continued occupancy.

13 **3. “UNSAFE – Do Not Enter or Occupy”** (red placard) shall be posted on each  
14 building or structure that has been damaged such that the continued occupancy  
15 poses a threat to life safety. Buildings or structures posted with this placard shall  
16 not be entered under any circumstance except as authorized in writing by the  
17 Building Official, or his or her authorized representative. This placard is not to be  
18 used or considered as a demolition order. This placard will note in general terms  
19 the type of damage encountered.

20 Such notice shall be posted at the main entrance(s) and shall be visible to persons  
21 approaching the building or structure from a street. Such notice shall remain posted  
22 until the required repairs, demolition or removal are completed. Such notice shall  
23 not be removed without written permission of the Building Official and no person  
24 shall enter the building except for the purpose of making the required repairs or of  
25 demolishing the building.

### 17 **103 - VIOLATIONS AND PENALTIES**

18 **103.1 Compliance with Code.** It shall be unlawful for a person to erect,  
19 construct, enlarge, alter, repair, move, improve, remove, connect, convert,  
20 demolish, equip, or perform any other work on any building or structure or portion  
21 thereof, or perform any grading in the City, or cause the same to be done, contrary  
22 to, or in violation of, any of the provisions of this Code.

23 **103.2 Violation.** It shall be unlawful for any person to own, use, occupy or  
24 maintain any building or structure or portion thereof, in the City, or cause the same  
25 to be done, contrary to, or in violation of, any of the provisions of this Code.

26 **103.3 Penalty.** Any person, firm or corporation violating any of the provisions  
27 of this Code shall be guilty of a misdemeanor, and each such person shall be guilty  
28 of a separate offense for each and every day or portion thereof during which any  
violation of any of the provisions of this Code is committed, continued or  
permitted, and upon conviction of any such violation such person shall be  
punishable by a fine of not more than \$1,000, (one thousand dollars) or by  
imprisonment for not more than six months, or by both such fine and  
imprisonment. The provisions of this Section are in addition to and independent

1 of any other sanctions, penalties or costs which are or may be imposed for a  
2 violation of any of the provisions of this Code.

3 **103.4 Recordation of Violation.**

4 **103.4.1 General.** The Building Official may record a notice with the County  
5 Recorder's Office that a property, building, or structure, or any part thereof, is in  
6 violation of any provision of this Code provided that the provisions of this Section  
7 are complied with. The remedy provided by this Section is cumulative to any other  
8 enforcement actions permitted by this Code.

9 **103.4.2 Recordation.** If (1) the Building Official determines that any property,  
10 building, or structure, or any part thereof is in violation of any provision of this  
11 Code; and if (2) the Building Official gives written notice as specified below of  
12 said violation; then the Building Official may have sole discretion to, at any time  
13 thereafter, record with the County Recorder's Office a notice that the property  
14 and/or any building or structure located thereon is in violation of this Code.  
15 Following the recordation of the notice of violation the Building Official is not  
16 required to conduct an inspection or review of the premises to determine the  
17 continued existence of the cited violation. It is the responsibility of the property  
18 owner, occupant or other similarly interested private party to comply with the  
19 above provisions.

20 **103.4.3 Notice.** The written notice given pursuant to this Section shall indicate:

- 21 1. The nature of the violation(s); and
- 22 2. That if the violation is not remedied to the satisfaction of the Building  
23 Official, the Building Official may, at any time thereafter, record with the County  
24 Recorder's Office a notice that the property and/or any building or structure located  
25 thereon is in violation of this Code. The notice shall be posted on the property and  
26 shall be mailed to the owner of the property as indicated on the last equalized  
27 County Assessment roll. The mailed notice may be by registered, certified, or first-  
28 class mail.

**103.4.4 Rescission.** Any person who desires to have recorded a notice  
rescinding the notice of violation must first obtain the necessary approvals and  
permit(s) to correct the violation. Once the Building Official determines that the  
work covered by such permit(s) has been satisfactorily completed, the Building  
Official may record a notice rescinding the prior notice of violation.

**Section 103.5 Costs.** Any person who violates any provision of this Code shall be  
responsible for the costs of any and all Code enforcement actions taken by the  
Building Official in response to such violations. These costs shall be based on the  
amounts specified in Section 115.

**103.6 Work Without Permit.** Whenever any work has been commenced without  
a permit as required by the provisions of this Code, a special investigation shall be  
made prior to the issuance of the permit. An investigation fee specified as per  
Section 115 shall be collected for each permit so investigated.

1           **Exception:** When the building official has determined that the owner-builder of a  
2 one- or two-family dwelling, accessory building or accessory structure had no  
3 knowledge that a permit was necessary and had not previously applied for a permit  
4 from the Building Division of the City of Huntington Park the investigation fee  
5 shall be specified as per the Section 115.

6           The payment of the investigation fee shall not exempt any person from compliance  
7 with all other provisions of this Code or from any penalty prescribed by law.

8           For additional provisions applicable to grading, see Appendix J.

9           **103.7 Noncompliance Fee.** If the building official, in the course of enforcing the  
10 provisions of this Code or any State law, issues an order to a person and that person  
11 fails to comply with the order within 15 days following the due date for compliance  
12 stated in the order, including any extensions thereof, the building official shall  
13 have the authority to collect a noncompliance fee.

14           The noncompliance fee shall not be imposed unless the order states that a failure  
15 to comply within 15 days after the compliance date specified in the order will result  
16 in the fee being imposed. No more than one such fee shall be collected for failure  
17 to comply with an order.

18           For additional provisions applicable to grading, see Appendix J.

## 19           **104 - ORGANIZATION AND ENFORCEMENT**

20           **104.1 Building Division.** There is hereby established a division in the City  
21 Development Services Department to be known and designated as the Building  
22 Division.

23           **104.2.1 General.** The building official is hereby authorized and directed to enforce  
24 all the provisions of this Code, including the Electrical Code, the Plumbing Code,  
25 Mechanical Code, Residential Code, Energy Code, Existing Building Code and  
26 Green Building Standards, relevant laws, ordinances, rules and regulations; and to  
27 make all inspections pursuant to the provisions of this Code, relevant laws,  
28 ordinances, rules and regulations. For such purposes, the building official shall  
have the powers of a law enforcement officer.

          The building official shall have the power to render interpretations of this Code,  
relevant laws, ordinances, rules and regulations; and to adopt and enforce rules  
and supplemental regulations in order to clarify the application of the provisions.  
Such interpretations, rules and regulations shall be in conformance with the intent  
and purpose of this Code.

          The building official shall classify every building or portion thereof into one of the  
occupancies set forth in Chapter 3 of this Code according to its use or the character  
of its occupancy.

1 The Building Official shall also classify every building into one of the types of  
2 construction set forth in Chapter 6 of this Code.

3 **104.2.1.1** The building official is authorized to make and enforce such guidelines  
4 and policies for the safeguarding of life, limb, health or property as may be  
5 necessary from time to time to carry out the purpose of this Code.

6 **104.2.2 Deputies.** With the approval of the City Council, the building official may  
7 appoint such number of officers, inspectors and assistants, and other employees as  
8 shall be authorized from time to time. The building official may deputize such  
9 employees as may be necessary to carry out the functions of the Building Division.

10 **104.2.3 Right of entry.**

11 **104.2.3.1** Whenever it is necessary to make an inspection to enforce any of the  
12 provisions of or perform any duty imposed by this Code or other applicable law,  
13 or whenever the Building Official or an authorized representative has reasonable  
14 cause to believe that there exists in any building, structure, or grading, or upon any  
15 premises any condition which makes such building, structure, or grading, or  
16 premises hazardous, unsafe, or dangerous for any reason specified in this Code or  
17 other similar law, the Building Official or an authorized representative hereby is  
18 authorized to enter such property at any reasonable time and to inspect the same  
19 and perform any duty imposed upon the Building Official by this Code or other  
20 applicable law; provided that (i) if such property is occupied, then the Building  
21 Official shall first present proper credentials to the occupant and request entry  
22 explaining the reasons therefor; and (ii) if such property is unoccupied, then the  
23 Building Official shall first make a reasonable effort to locate the owner or other  
24 persons having charge or control of the property and request entry, explaining the  
25 reasons therefor.

26 If such entry cannot be obtained because the owner or other person having charge  
27 or control of the property cannot be found after due diligence or if entry is refused,  
28 then the Building Official or an authorized representative shall have recourse to  
every remedy provided by law to secure lawful entry and inspect the property.

**104.2.3.2** Notwithstanding the foregoing, if the Building Official or an authorized  
representative has reasonable cause to believe that the building or grading or  
premises is so hazardous, unsafe, or dangerous as to require immediate inspection  
to safeguard the public health or safety, the Building Official shall have the right  
to immediately enter and inspect such property, and may use any reasonable means  
required to effect such entry and make such inspection, whether such property is  
occupied or unoccupied and whether or not permission to inspect has been  
obtained. If the property be occupied, the Building Official shall first present  
credentials to the occupant and demand entry, explaining the reasons therefor and  
the purpose of the inspection.

**104.2.3.3** "Authorized representative" shall include the officers named in section  
104.2.2 and their authorized inspection personnel.

1 **104.2.3.4** No person shall fail or refuse, after proper demand has been made upon  
2 such person as provided in this subsection, to promptly permit the Building  
3 Official or an authorized representative to make any inspection provided for by  
4 Subsection 104.2.3.2. Any person violating Section 104.2.3 shall be guilty of a  
5 misdemeanor.

6 **104.2.4 Stop orders.** Whenever any building or grading work is being done  
7 contrary to the provisions of this Code, or other pertinent laws or ordinances  
8 implemented through the enforcement of this Code, the Building Official may  
9 order the work stopped by notice in writing served on any persons engaged in the  
10 doing or causing such work to be done, and any such persons shall forthwith stop  
11 such work until authorized by the Building Official to proceed with the work.

12 **104.2.5 Occupancy violations.** Whenever any structure or portion thereof is  
13 being used contrary to the provisions of this Code, or other pertinent laws or  
14 ordinances, or whenever any structure or portion thereof which was built contrary  
15 to the provisions of this Code or other pertinent laws or ordinances, is being used  
16 or occupied, the Building Official may order such use discontinued and the  
17 structure, or portion thereof, vacated by notice served on any person causing such  
18 use to be continued. Such person shall discontinue the use within 10 days after  
19 receipt of such notice to make the structure, or portion thereof, comply with the  
20 requirements of this Code, provided, however, that in the event of an unsafe  
21 building Section 102 shall apply.

22 **104.2.6 Liability.** The liability and indemnification of the Building Official and  
23 any subordinates are governed by the provisions of Division 3.6 of Title 1 of the  
24 Government Code.

25 **104.2.7 Modifications.** Whenever there are practical difficulties involved in  
26 carrying out the provisions of this Code, the building official may grant  
27 modifications, on a case-by-case basis, provided the building official shall first  
28 find that a special individual reason makes the strict letter of this Code, relevant  
laws, ordinances, rules and regulations impractical and that the modification is in  
conformity with the spirit and purpose of this Code, relevant laws, ordinances,  
rules and regulations, and that such modification does not lessen any fire  
protection or other life safety-related requirements or any degree of structural  
integrity. The details of any action granting modifications shall be recorded and  
entered in the files of the City.

A written application for the granting of such modifications shall be submitted  
together with a filing fee established by separate fee resolution or ordinance.

For additional provisions, applicable to grading, see Appendix J.

**104.2.8 Alternate materials, design and methods of construction.** The  
provisions of this Code, relevant laws, ordinances, rules and regulations are not  
intended to prevent the use of any material, appliances, installation, device,

1 arrangement, method, design or method of construction not specifically prescribed  
2 by this Code, provided any such alternate has been approved.

3 The building official may approve on a case-by-case basis any such alternate,  
4 provided that he or she finds that the proposed design is satisfactory and complies  
5 with the provisions of this Code and finds that the material, method or work  
6 offered is, for the purpose intended, at least the equivalent of that prescribed in this  
7 Code, relevant laws, ordinances, rules and regulations in quality, strength,  
effectiveness, fire resistance and other life-safety factors, durability, planning and  
design, energy, material resource efficiency and conservation, environmental air  
quality, performance, water and sanitation.

8 The building official shall require that sufficient evidence or proof be submitted  
9 to substantiate any claims that may be made regarding its use.

10 A written application for use of an alternate material, design or method of  
11 construction shall be submitted together with a filing fee established by separate  
fee resolution or ordinance.

12 For additional provisions, applicable to grading, see Appendix J.

13 **104.2.9 Tests.** Whenever there is insufficient evidence of compliance with the  
14 provisions of this Code or evidence that any material or any construction does not  
15 conform to the requirements of this Code, or in order to substantiate claims for  
16 alternate materials or methods of construction, the Building Official may require  
tests as proof of compliance to be made at the expense of the owner or the owner's  
agent by an approved agency.

17 Test methods shall be as specified by this Code for the material in question. If  
18 there are no appropriate test methods specified in this Code, the Building Official  
shall determine the test procedure.

19 Reports of such test shall be retained by the Building Official in accordance with  
the City's guidelines for the retention of public records.

20 **104.2.10 Cooperation of other officials.** The Building Official may request,  
21 and shall receive so far as may be necessary in the discharge of his or her duties,  
the assistance and cooperation of other officials of the City.

22 **104.2.11 Demolition.** Whenever the term "demolition" or "demolish" is used  
23 in this Code it shall include the removal of the resulting debris from such  
24 demolition the proper abandonment of any sewer or sewage disposal system when  
25 applicable, and the protection or filling of excavations exposed by such demolition  
as may be required by this Code or other ordinances or laws.

26 **104.2.12 Service.** Whenever in this Code a notice is required to be served by  
27 personal service or by registered or certified mail, it shall be deemed a reasonable  
28 effort has been made to serve such notice when registered or certified letters have  
been mailed to the address of the interested party as shown on the official record  
and on the record of the County Assessor. When an address is not so listed or

1 contact cannot be made at the listed address, the service shall be by posting on the  
2 structure a copy of the notice.

3 **104.2.13 Amendments to Ordinances.**

4 Whenever any reference is made to any other ordinance such reference shall be  
5 deemed to include all future amendments thereto.

6 **104.2.14 Validity.** If any section, subsection, sentence, clause or phrase of this  
7 ordinance is, for any reason, held to be invalid, such decision shall not affect the  
8 validity of the remaining portions of this ordinance. The City Council hereby  
9 declares that it would have passed this ordinance, and each section, subsection,  
10 clause or phrase thereof, irrespective of the fact that any one or more sections,  
11 subsections, sentences, clauses and phrases be declared invalid.

12 **104.3 Definitions.** In additions to the definitions specified in Chapter 2 of this  
13 Code, the following certain terms, phrases, words and their derivatives shall be  
14 construed as specified in this section. Terms, phrases and words used in the  
15 masculine gender include the feminine and the feminine the masculine.

16 In the event of conflicts between these definitions and definitions that appear  
17 elsewhere in this Code, these definitions shall govern and be applicable.

18 **BOARD OF SUPERVISORS** shall mean the City of Huntington Park City  
19 Council.

20 **BUILDING CODE** shall mean the Los Angeles County Code Title 26 as adopted  
21 and amended by the City of Huntington Park.

22 **BUILDING DIVISION or BUILDING DEPARTMENT** shall mean the  
23 Building Division of the City of Huntington Park.

24 **BUILDING OFFICIAL** shall mean the Building Official of the Building and  
25 Safety Division or other designated authority charged with the administration and  
26 enforcement of this Code, or his/her's duly authorized representative.

27 **BUILDING REHABILITATION APPEALS BOARD** shall mean the City of  
28 Huntington Park City Council.

**CALGREEN** see Green Building Standards Code definition.

**COUNTY** may mean City of Huntington Park or Los Angeles County depending  
on the context.

**DEMOLITION** Whenever the term *demolition* or *demolish* is used in this Code,  
it shall include the removal of the resulting debris from such demolition and the  
protection or filling of excavations exposed by such demolition as may be required  
by this Code, relevant laws, ordinances, rules and/or regulations.

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**ELECTRICAL CODE** shall mean the Los Angeles County Code Title 27 as adopted and amended by the City of Huntington Park.

**ENERGY CODE** shall mean California Code of Regulations Title 24, Part 6.

**EXISTING BUILDING CODE** shall mean the Los Angeles County Code Title 33 as adopted and amended by the City of Huntington Park.

**FACTORY-BUILT STRUCTURE** shall mean buildings or structures that meet all of the following criteria:

- (1) fabrication on an off-site location under the inspection of the State, for which the State inspection agency has attested to compliance with the applicable State laws and regulations by the issuance of an insignia;
- (2) the bearing of the State insignia and that have not been modified since fabrication in a manner that would void the State approval; and for which the City has been relieved by statute of the responsibility for the enforcement of laws and regulations of the State of California or the City.

**FIRE CODE** shall mean the California Code of Regulations Title 24, Part 9, as adopted and amended by the County of Los Angeles Fire Department.

**GREEN BUILDING STANDARDS CODE** shall mean California Code of Regulations Title 24, Part 11.

**HEALTH CODE or LOS ANGELES COUNTY HEALTH CODE** shall mean the County of Los Angeles Health Department.

**LOS ANGELES COUNTY FLOOD CONTROL DISTRICT** shall mean either the City of Huntington Park Public Works Department or the Los Angeles County Flood Control District.

**MECHANICAL CODE** shall mean the Los Angeles County Code Title 29 as adopted and amended by the City of Huntington Park.

**NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT** shall mean a permit issued as required by the Federal Clean Water Act in order to protect receiving waters. The NPDES permit requires controls to reduce the discharge of pollutants into storm drains, channels or natural watercourses.

**NONINSPECTED WORK** shall mean any erection, construction, enlargement, alteration, repair, movement, improvement, removal, connection, conversion, demolition or equipping for which a permit was first obtained, pursuant to Section 107, but which has progressed beyond the point indicated in successive inspections, including but not limited to inspections set forth in Section 117, without first obtaining inspection by and approval of the building official.

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**PLUMBING CODE** shall mean the Los Angeles County Code Title 28 as adopted and amended by the City of Huntington Park.

**RESIDENTIAL BUILDING CODE** shall mean the Los Angeles County Code Title 30 as adopted and amended by the City of Huntington Park.

**ROAD COMMISSIONER** shall mean the City Engineer.

**UNINCORPORATED PORTION OF THE COUNTY OF LOS ANGELES** shall mean the City of Huntington Park.

**UNPERMITTED STRUCTURE** shall be defined as any structure, or portion thereof, that was erected, constructed, enlarged, altered, repaired, moved, improved, removed, connected, converted, demolished or equipped, at any point in time, without the required approval(s) and permit(s) having first been obtained from the building official.

**SECTION 105 APPEALS BOARDS**

**105.1 Technical Interpretations Appeals Board.** When a request for an alternate material has been proposed by an applicant and denied by the building official, the applicant may appeal the building official's decision to the Technical Interpretations Appeals Board no later than 60 calendar days from the date of the action being appealed.

The board shall consist of five members who are qualified by experience and training to pass upon matters pertaining to building construction. One member shall be a practicing architect, one a competent builder, one a lawyer and two shall be civil or structural engineers, each of whom shall have had at least ten years experience as an architect, builder, lawyer or structural designer. The building official shall be an ex officio member and shall act as secretary to the board. The members of the board of appeals shall be appointed by the City Council and shall hold office at its pleasure. The board shall adopt reasonable rules and regulations for conducting its investigations. The board shall establish that the approval for alternate materials and the modifications granted for individual cases are in conformity with the intent and purpose of this Code, relevant laws, ordinances, rules and regulations, and that such alternate material, modification or method of work offered is at least the equivalent of that prescribed in this Code, relevant laws, ordinances, rules and regulations in quality, strength, effectiveness, fire resistance, durability, safety and sanitation and does not lessen any fire-protection requirements or any degree of structural integrity. The board shall document all decisions and findings in writing to the building official with a duplicate copy to the applicant, and the board may recommend to the City Council such new legislation as is consistent therewith.

**105.2 Accessibility Appeals Board.** In order to conduct the hearings on written appeals regarding action taken by the building official concerning accessibility and to ratify certain exempting actions of the building official in enforcing the accessibility requirements of the California Code of Regulations, Title 24 (also

1 known as the California Building Standards Code), and to serve as an advisor to  
2 the building official on disabled access matters, there shall be an accessibility  
3 appeals board consisting of five members. Two members of the appeals board shall  
4 be physically disabled persons, two members shall be persons experienced in  
5 construction, and one member shall be a public member. The building official shall  
6 be an ex officio member and shall act as secretary to the board. The members of  
7 the accessibility appeals board shall be appointed by the City Council and shall  
8 hold office at its pleasure. The board shall adopt reasonable rules and regulations  
9 for conducting its actions. The board shall establish that the access matter under  
10 review is in conformity with the intent and purpose of the California Code of  
11 Regulations, Title 24, and this Code. The board shall document all decisions and  
12 findings in writing to the building official with a duplicate copy to the applicant,  
13 and the board may recommend to the City Council such new legislation as is  
14 consistent therewith.

15 The appeals board may approve or disapprove interpretations and enforcement  
16 actions taken by the building official. All such approvals or disapprovals for  
17 privately funded construction shall be final and conclusive as to the building  
18 official in the absence of fraud or prejudicial abuse of discretion.

19 **105.3 Limitations of Authority.** Neither the Technical Interpretations Appeals  
20 Board nor the Accessibility Appeals Board shall have authority relative to  
21 interpretation of the administrative portions of this Code, other than Section 102,  
22 nor shall the board be empowered to waive requirements of this Code.

23 **105.4 Appeals Board Fees.** A filing fee established by separate fee resolution or  
24 ordinance shall be paid to the building official whenever a person requests a  
25 hearing or a rehearing before the appeals boards provided for in this section.  
26 All requests to appeal determinations, orders or actions of the building official or  
27 to seek modifications of previous orders of the appeals boards shall be presented  
28 in writing.

## **SECTION 106 BUILDING PLAN REQUIREMENTS**

**106.1 General.** When required by the building official to verify compliance with  
this Code, relevant laws, ordinances, rules and regulations, plans, and when  
deemed necessary by the building official, calculations, geological or engineering  
reports and other required data shall be submitted for plan review. The building  
official may require plans and calculations to be prepared by an engineer or  
architect licensed or registered by the State to practice as such. Only after the plans  
have been approved may the applicant apply for a building permit for such work.  
The building official may also require such plans be reviewed by other  
departments and/or divisions of the City to verify compliance with the laws and  
ordinances under their jurisdiction.

When authorized by the building official, complete plans and calculations need  
not be submitted for the following work when information sufficient to clearly  
define the nature and scope of the work are submitted for review:

1. One-story buildings of Type V conventional wood-stud construction with an area not exceeding 600 square feet;
2. Work deemed by the building official as minor, small and/or unimportant work.

Where applicable, submittals shall include special inspection requirements and structural observation requirements as required by Chapter 17.

Plans, calculations, reports or documents for work regulated by this Code, relevant laws, ordinances, rules and regulations shall bear the seal, signature and number of a civil engineer, structural engineer, mechanical engineer, electrical engineer, soils engineer or architect registered or certified to practice in the State of California when required by the California Business and Professions Code. A seal and number shall not be required for work authorized by the said article to be performed by a person not registered or certified as an engineer or architect.

For buildings exceeding 160 feet (48.77 m) in height, the structural calculations and each sheet of structural plans shall be prepared under the supervision of and shall bear the signature or approved stamp of a person authorized by the State of California to use the title structural engineer. In addition, all architectural sheets shall bear the signature or approved stamp of an architect licensed by the State of California.

All structures and devices installed for the protection of pedestrians, regardless of location, are subject to the plan review requirements of this section.

For additional provisions applicable to grading, see Appendix J.

**106.2 Architect or Engineer of Record.** When it is required that documents be prepared by an architect or engineer, the building official may require the owner to designate on the permit application an architect or engineer who shall act as the architect or engineer of record. If the circumstances require, the owner may designate a substitute architect or engineer of record who shall perform all of the duties required of the original architect or engineer of record. The building official shall be notified in writing by the owner if the architect or engineer of record is changed or is unable to continue to perform the duties.

The architect or engineer of record shall be responsible for reviewing and coordinating all submittal documents prepared by others, including deferred submittal items, for compatibility with the design of the building.

**106.3 Information Required on Building Plans.** Plans shall be drawn to scale upon substantial paper or other material suitable to the building official, shall be of sufficient clarity to indicate the nature and scope of the work proposed, and shall show in detail that the proposed construction will conform to the provisions of this Code and all relevant laws, ordinances, rules and regulations.

The first sheet of each set of plans shall give the street address of the proposed work and the name, address and telephone number of the owner(s) and all persons who were involved in the design and preparation of the plans.

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Plans shall include a plot plan showing the location of the proposed building and of every existing building on the premises. In lieu of specific details, the building official may approve references on the plans to a specific section or part of this Code, relevant laws, ordinances, rules and/or regulations. Computations, stress diagrams and other data sufficient to show the correctness of the plans shall be submitted when required by the Building Official.

When deemed necessary by the building official, the first sheet of each set of plans shall indicate the following information:

1. The building Type of Construction;
2. Whether fire sprinklers are installed in all or any portion of the building;
3. Existing building areas and areas of all additions;
4. The number of stories of the building;
5. The use of all new and existing rooms and/or areas;
6. The Occupancy Classifications of each occupancy;
7. The Code in effect on the date of plan check submittal.

The plans shall show all mitigation measures required under the National Pollution Discharge Elimination System (NPDES) permit issued to the City. For the application of NPDES permit requirements as they apply to grading plans and permits, see Appendix J of this code.

For additional provisions, applicable to grading, see Appendix J.

**106.4 Drainage Review Requirement.** Where proposed construction will affect site drainage, existing and proposed drainage patterns shall be shown on the plot plan.

A site inspection may be required prior to plan check of building plans for lots or parcels in areas having slopes of five horizontal to one vertical (5: 1) or steeper when the building official finds that a visual inspection of the site is necessary to establish drainage requirements for the protection of property, existing buildings or the proposed construction. The fee for such inspection shall be as set forth by ordinance or resolution. Such a preinspection shall not be required for a building pad graded under the provisions of Appendix J.

For additional provisions, applicable to grading, see Appendix J.

**106.5 Deferred submittals.** For the purposes of this section, deferred submittals are defined as those portions of the design that are not submitted at the time of the application and that are to be submitted to the building official within a specified period.

Deferral of any submittal items shall have prior approval of the building official. The architect or engineer of record shall list the deferred submittals on the plans and shall submit the deferred submittal documents for review by the building official.

1 Submittal documents for deferred submittal items shall be submitted to the  
2 architect or engineer of record who shall review them and forward them to the  
3 building official with a notation indicating that the deferred submittal documents  
4 have been reviewed and that they have been found to be in general conformance  
5 with the design of the building. The deferred submittal items shall not be installed  
6 until their design and submittal documents have been approved by the building  
7 official.

8 **106.6 Standard Plans.** The building official may approve a set of plans for a  
9 building or structure as a "standard plan," provided that the applicant has made  
10 proper application and submitted complete sets of plans as required by this section.

11 Plans shall reflect laws and ordinances in effect at the time a permit is issued  
12 except as provided in this section. Nothing in this section shall prohibit modifying  
13 the permit set of plans to reflect changes in laws and ordinances that have become  
14 effective since the approval of the standard plan. The standard plans shall become  
15 null and void where the work required by such changes exceeds five percent of the  
16 value of the building or structure.

17 Standard plans shall be valid for a period of one year from the date of approval.  
18 This period may be extended by the building official when there is evidence that  
19 the plans may be used again and the plans show compliance with this Code,  
20 relevant laws, ordinances, rules and regulations.

21 **106.7 Expiration of Plan Check Applications.** Plan check applications for which  
22 no permit is issued within one year following the date of application shall expire  
23 by limitation and become null and void. Plans and calculations previously  
24 submitted may thereafter be returned to the applicant or destroyed by the building  
25 official.

26 When requested in writing by the applicant and prior the effective date of a more  
27 current code, the Building Official within their discretion may grant extension(s)  
28 not exceeding 1 year provided;

- 1- Circumstances beyond the control of the applicant have prevented action  
from being taken;
- 2- An extension fee is paid as determined by the Building Official, not to  
exceed 25 percent of the plan check fee.

Once an application and any extension thereof has expired, the applicant shall  
resubmit plans and calculations and pay a new application fee.

**106.8 Retention of Plans.** One set of approved plans, calculations and reports  
shall be retained by the building official. Except as required by Section 19850 of  
the Health and Safety Code, the building official shall retain such set of the  
approved plans, calculations and reports for a period of not less than 90 days from  
date of completion of the work covered therein.

## **SECTION 107 BUILDING PERMIT REQUIREMENTS**

**107.1 Building Permit Required.** No person shall erect, construct, enlarge, alter,  
repair, move, improve, remove, connect, convert, demolish, or equip any building,

1 structure, or portion thereof, perform any grading, or cause the same to be done,  
2 without first obtaining a separate permit for each such building, structure or  
grading from the building official.

3 The issuance of a permit without first requiring a plan review shall not prevent the  
4 building official from requesting plans deemed necessary to verify that the work  
5 performed under said permit complies with this Code and all relevant laws,  
ordinances, rules and regulations.

6 No person shall install, alter, repair, move, improve, remove, connect any  
7 automatic fire-protection system regulated by this Code, or cause the same to be  
8 done, without first obtaining a separate permit for each such building or structure  
from the building official.

9 All structures and devices installed for the protection of pedestrians, regardless of  
10 location, are subject to the permit requirements of this section.

11 For additional provisions, applicable to grading, see Appendix J.

12 **107.2 Work Exempted.** A building permit shall not be required for the following:

13 Exemption from permit requirements of this Code shall not be deemed to grant  
14 authorization for any work to be done in any manner in violation of the provisions  
of this Code or any other laws or ordinances.

15 Unless otherwise exempted by the City of Huntington Park Plumbing, Electrical  
16 or Mechanical Codes, separate plumbing, electrical and mechanical permits will  
17 be required for the below-exempted items.

18 A building permit shall not be required for the following:

- 19 1. Work not regulated by the Building Code, except where deemed necessary  
20 by the building official to enforce other Federal and/or State Laws, State disabled  
21 access requirements, or to enforce City ordinances or policies.
- 22 2. Painting; wallpapering; installing carpet, vinyl, tile and similar floor  
23 coverings and repairing broken window glass not required by the Building Code  
24 to be safety or security glazing.
- 25 3. Repairing broken window glass not required by the Building Code to be  
26 safety or security glazing.
- 27 4. One-story detached accessory buildings used as tool and storage sheds,  
28 playhouses, shade structures, and similar uses, provided the gross floor area does  
not exceed 120 square feet, the height does not exceed 12 feet and the maximum  
roof projection does not exceed 24 inches.
5. Retaining walls that retain not more than 4 feet (1219 mm) in height  
measured from the bottom of the footing to the top of the wall, unless supporting  
a surcharge or impounding a Class I, II, or III-A liquids.
6. Ground-mounted radio and television antenna towers that do not exceed  
45 feet in height and ground-supported dish antennas not exceeding 15 feet in  
height above finished grade in any position.

7. Light standards that do not exceed 30 feet in height.
8. Flagpoles not erected upon a building and not more than 15 feet high.
9. A tree house provided that:
  - 9.1 The tree house does not exceed 64 square feet in area or 8 feet in height from floor to roof.
  - 9.2 The ceiling height as established by door height or plate line does not exceed 6 feet.
10. Canopies or awnings, completely supported by the exterior wall, attached to a Group R-3 or U Occupancy and extending not more than 54 inches from the exterior wall of the building.
11. Sheds, office or storage buildings, and other structures that are less than 1,500 square feet and incidental to work authorized by a valid grading or building permit. Such structures must be removed upon expiration of the permit or completion of the work covered by the permit.
12. Decks, walks and driveways not more than 30 inches above grade and not over any basement or story below and that are not part of an accessible route.
13. Prefabricated swimming pools and other bodies of water accessory to a Group R-3 Occupancy that are fewer than 18 inches deep, do not exceed 5,000 gallons (18,927 L), and are installed entirely above adjacent grade.
14. Playground equipment.
15. Membrane structures not regulated by California Title 19, not exceeding 250 square feet in area, used exclusively for residential recreational purposes or as a cover for vehicles, and located in accordance with other City ordinances.
16. Steel tanks supported on a foundation not more than 2 feet (610 mm) above grade when the height does not exceed 1½ times the diameter.
17. Gantry cranes and similar equipment.
18. Bridges not involving buildings.
19. Motion picture, television and theater stage sets and scenery, except when used as a building.
20. Oil derricks.
21. Non fixed and movable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches in height.

For additional provisions, applicable to grading, see Appendix J.

**107.3 Application for Permit.** To obtain a permit, the applicant shall first file an application in writing on a form furnished by the City for that purpose. Each such application shall:

1. Identify and describe the work to be covered by the permit for which application is made.
2. Describe the land on which the proposed work is to be done by lot, block, tract, street address, or similar description that will readily identify and locate the proposed building or work.
3. For building plans, show the use and occupancy of all parts of the building.
4. Be accompanied by plans and calculations as required in Section 106.
5. State the valuation of the proposed work or, for grading, the volume of earth to be handled.

1           6.       Give such other information as reasonably may be required by the building  
2           official.

3           **107.4 Issuance.** The building official shall issue a permit to the applicant for the  
4           work described in the application and plans filed therewith when the building  
5           official is satisfied that all of the following items comply:

- 6           1.       The work described conforms to the requirements of this Code, relevant  
7           laws, ordinances, rules and regulations.
- 8           2.       The fees specified by resolution or ordinance have been paid.
- 9           3.       The applicant has obtained a permit pursuant to Public Resources Code  
10          Section 30600 et seq., if such a permit is required.

11          When the building official issues the permit, the building official shall endorse in  
12          writing or stamp on both sets of plans "Reviewed for Substantial Compliance  
13          Only." Such stamped plans shall not be changed, modified or altered without  
14          authorization from the building official, and all work shall be done in accordance  
15          with the currently adopted Codes in effect at the time of permit issuance regardless  
16          of the information presented on the plans. The approval of the plans shall not be  
17          held to permit or to be an approval of any violation of any Federal, State, County  
18          or City laws or ordinances. The issuance of a permit shall not be deemed to certify  
19          that the site of the described work is safe.

20          One set of approved plans and reports shall be returned to the applicant to be kept  
21          on such building or work site at all times while the authorized work is in progress.

22          The building official may issue a permit for the construction of part of a building  
23          or structure before the entire plans and calculations for the whole building or  
24          structure have been submitted or approved, provided adequate information and  
25          detailed statements have been filed complying with all pertinent requirements of  
26          this Code. The holder of such permit shall proceed at his or her own risk without  
27          assurance that the permit for the entire building or structure will be granted.

28          For additional provisions, applicable to grading, see Appendix J.

**107.5 Permit Validity.** The issuance or granting of a permit or approval of plans  
          and calculations shall not be construed to be a permit for, or an approval of, any  
          violation of any of the provisions of this Code, relevant laws, ordinances, rules and  
          regulations. No permit presuming to give authority to violate or cancel the  
          provisions of this Code, relevant laws, ordinances, rules and regulations shall be  
          valid, except insofar as the work or use which it authorizes is lawful.

          The issuance of a permit based on plans and calculations shall not prevent the  
          building official from thereafter requiring the correction of errors in said plans and  
          calculations or from preventing building operations being carried on thereunder  
          when in violation of this Code, relevant laws, ordinances, rules and regulations.

          For additional provisions, applicable to grading, see Appendix J.

1           **107.6 Expiration of Permit.** Every permit issued by the building official under  
2 the provisions of this Code shall expire automatically by limitation and become  
3 null and void one year after the date of the last required building inspection  
4 approval by the building official or if work authorized by such permit is not  
5 commenced within one year from the issuance date of such permit. Before such  
6 work can be commenced or recommenced, a new permit shall be first obtained.

7 For the purposes of this paragraph, “required building inspection” shall mean those  
8 inspections listed in Section 117.4.2, and those inspections specifically identified  
9 on the Job Record issued with the building permit. No partial inspection shall meet  
10 the definition of “required building inspection.”

11 Supplementary permits for electrical, grading, mechanical, plumbing, and reroof  
12 shall not expire so long as the associated building permit remains active. No  
13 electrical, grading, mechanical, plumbing or reroof inspection shall satisfy the  
14 requirement to have a required building inspection as defined in this Section.

15 Where a new building permit is issued to complete work previously started under  
16 an expired permit, a permit fee and or plan review fee shall be collected in an  
17 amount determined by the Building Official, not to exceed 25 percent of the permit  
18 fee provided;

- 19           1) Applicant request in writing prior the effective date of a more current code
- 20           2) that the duration of time from the date of expiration has not exceeded one  
21           year
- 22           3) that no changes have been made or will be made in the original plans and  
23           calculations for such work;

24 Applicable Plan review fees and Permit fees, in addition to issuance fees, for the  
25 remaining work based on the remaining work valuation shall be collected for all  
26 permits which do not meet the preceding criteria.

27 All work to be performed under the new permit must be done in accordance with  
28 the Building Code in effect on the date of issuance of the new permit.

**107.7 Permit Suspension or Revocation.** The building official may, in writing,  
suspend or revoke a permit issued under the provisions of this Code, relevant laws,  
ordinances, rules and regulations whenever the permit was issued in error or on  
the basis of incorrect information supplied, or in violation of any other laws,  
ordinances or regulations or any of the provisions of this Code.

The building official may also, in writing, withhold inspections, suspend or revoke  
a permit where work is being done in violation of this Code, where work is being  
done in violation of the approved plans, where work is being concealed without  
approval from the building official, or where work is not in accordance with the  
direction of the building official.

For additional provisions, applicable to grading, see Appendix J.

**107.8 Cancellation of Permit by Applicant.** If no portion of the work or  
construction covered by a permit issued by the building official under the  
provisions of this Code, relevant laws, ordinances, rules and regulations has been

1 commenced, the person to whom such permit has been issued may deliver such  
2 permit to the building official with a request that such permit be cancelled. Only  
3 the person to whom such permit was issued may request cancellation of the permit.  
4 The building official shall thereupon stamp or write on the face of such permit the  
5 words, "Cancelled at the request of the applicant." Thereupon such permit shall be  
6 null and void and of no effect. All fees except for issuance fees shall be returned  
7 to the applicant.

8 For additional provisions applicable to grading, see Appendix J.

### 9 **107.9 Transfer of Permit by Applicant.**

10 **107.9.1 No Inspection Performed.** When requested in writing by the person to  
11 whom the permit was issued, a permit may be transferred from the person to whom  
12 the permit was issued to a new individual. Fee credit shall be given where deemed  
13 appropriate by the building official and new fees shall be paid as required by  
14 ordinance or resolution.

15 **107.9.2 One or More Inspection Performed.** Permits may be transferred to any  
16 individual upon completion of a new application. Fee credit shall be given where  
17 deemed appropriate by the building official and new fees shall be paid as required  
18 by ordinance or resolution.

19 **107.9.3 Permit Duration Remains Unchanged.** Transfer of a permit shall be  
20 considered a continuation of the previous permit when determining the permit's  
21 duration, and shall in no way extend the duration of the preceding permit.

## 22 **108 RESERVED**

### 23 **SECTION 109 USE AND OCCUPANCY**

24 **109.1 General.** No building, structure or premises, or portion thereof, shall be used  
25 or occupied, and no change in the existing occupancy classification of a building,  
26 structure or premises, or portion thereof, shall be made until the building official  
27 has approved the building, structure or premises or portion thereof for such use or  
28 occupancy and until all permits have been approved or a temporary certificate of  
completed construction has been issued.

Upon final of a building permit and at the request of the applicant, a certificate of  
completed construction shall be issued by the building official for any structure  
that is ready to occupy.

Approval of a building, structure or premises, or portion thereof, for use or  
occupancy (including, but not limited to, final inspection approval and/or issuance  
of a certificate of completed construction or issuance of a temporary certificate of  
completed construction) shall not be construed as approval of a violation of the  
provisions of this Code, relevant laws, ordinances, rules and/or regulations.  
Approvals presuming to give authority to violate or cancel the provisions of this  
Code, relevant laws, ordinances, rules and/or regulations are not valid.

1 The building official may, in writing, suspend or revoke any such approvals or  
2 certificates whenever the building official determines that the approval or  
3 certificate was issued in error, or on the basis of incorrect information supplied, or  
4 when it is determined that the building, structure or premises, or portion thereof,  
5 is in violation of any provision of this Code, relevant laws, ordinances, rules and/or  
6 regulations. Any certificate of completed construction or temporary certificate of  
7 completed construction so issued shall be surrendered upon request of the building  
8 official.

6 **109.2 Unpermitted Structures.** No person shall own, use, occupy or maintain  
7 any unpermitted structure.

8 **109.3 Change in Use.** Changes in the character or use of a building shall not be  
9 made except as specified in Existing Building Code.

10 **109.4 Issuance of a Certificate of Completed Construction.** When the building,  
11 structure or premises, or portion thereof, has passed final inspection, and when the  
12 building, structure or premises complies with this Code, relevant laws, ordinances,  
13 rules and regulations, and the required fees have been paid, the building official,  
14 upon request of the applicant, shall issue a certificate of completed construction,  
15 which shall contain the following:

1. The building permit number.
2. The address of the building or structure.
3. A description of that portion of the building for which the certificate is issued.
4. A statement that the described portion of the building was inspected and found to comply with the requirements of this Code, relevant laws, ordinances, rules and regulations for the group and division of occupancy and the use for which the proposed occupancy is classified.
5. The date the permit was approved.
6. Any other information deemed necessary by the building official.

19 For additional provisions, applicable to grading, see Appendix J.

21 **109.5 Issuance of a Temporary Certificate of Completed Construction.** If the  
22 building official finds that no substantial hazard will result from occupancy of any  
23 building or portion thereof before the same is completed, the building official may  
24 issue a temporary certificate of completed construction for the use of a portion or  
25 portions of a building, structure or premises, prior to the completion of the entire  
26 building, structure or premises, or portion thereof.

25 Such temporary certificate of completed construction shall be valid for a period of  
26 time to be specified by the building official. Upon request of the owner or  
27 permittee, the building official may, in writing, extend the temporary certificate of  
28 completed construction when it is determined that the circumstances so warrant.  
After the expiration of a temporary certificate of completed construction and any  
extension(s) thereof, the building, structure or premises, or portion thereof, shall

1 not be used or occupied until the building official has approved the building for  
2 such use or occupancy.

3 **109.6 Live Load Posted.** In new construction, a durable sign that indicates the  
4 "live load" shall be required in commercial or industrial buildings where the floor  
5 or roof or portion thereof is or has been designed with a live load that exceeds 50  
6 psf. The live load sign shall be posted on that part of each story or roof to which it  
7 applies, in a conspicuous place. The live load sign shall be posted as a condition  
8 precedent to the issuance of a certificate of completed construction certificate. It  
9 shall be unlawful to remove or deface any such sign

10 **109.7 Continued Use of Unpermitted and/or Noncomplying Conditions.** When  
11 deemed appropriate by the building official, a certificate of continued use of  
12 unpermitted and/or noncomplying condition(s) may be issued. The certificate shall  
13 not be issued until documentation, satisfactory to the building official, has been  
14 provided indicating that 1) the unpermitted and/or noncomplying condition(s)  
15 were not created by the current owner, and 2) that the current owner had no  
16 knowledge that the conditions were unpermitted and/or noncomplying at the time  
17 of purchase.

18 An application shall be completed that states 1) that the continued use of the  
19 existing unpermitted construction and/or noncomplying conditions is permitted by  
20 the City only with the owner's understanding that the City in no way assumes  
21 responsibility for the method of construction or the materials used; and 2) that it  
22 is further understood that this application for continued use is not to be construed as  
23 being equivalent in any way to a building permit.

24 An inspection shall then be made by the building official. Where necessary,  
25 permits shall be issued to correct any conditions deemed to pose a potential threat  
26 to life, limb or property. Once the inspection(s) have been made; all necessary  
27 permits have been obtained, inspected and approved; and all obvious potential  
28 threats to life, limb or property have been corrected, the building official may  
approve the application for unpermitted construction and or noncomplying  
condition(s). When approved by the building official, conditions deemed not to  
pose a potential threat to life, limb or property may be permitted to remain.

## 22 **110 - PROHIBITED USES OF BUILDING SITES**

### 23 **110.1 Flood Hazard.**

24 Buildings are not permitted in an area determined by the Building Official to be  
25 subject to flood hazard by reason of inundation, overflow or erosion.

26 The placement of the building and other structures (including walls and fences) on  
27 the building site shall be such that water or mud flow will not be a hazard to the  
28 building or adjacent property. This prohibition shall not apply when provision is  
made to eliminate such hazard to the satisfaction of the Building Official by  
providing adequate drainage facilities by protective walls, suitable fill, raising the  
floor level of the building, a combination of these methods, or by other means. The  
Building Official, in the application of this Section for buildings, structures, and  
grading located in whole or in part in flood hazard areas, shall enforce, as a

1 minimum, the current Federal Flood Plain Management Regulations defined in  
2 Title 44, Code of Federal Regulations, Section 60.3, and may require the applicant  
3 or property owner to provide the following information and/or comply with the  
4 following provisions:

- 5 1. Delineation of flood hazard areas, floodway boundaries and flood zones,  
6 and the design flood elevation, as appropriate;
- 7 2. The elevation of the proposed lowest floor, including basement, in flood  
8 hazard areas (A Zones), and the height of the proposed lowest floor, including  
9 basement, above the highest adjacent grade;
- 10 3. The elevation of the bottom of the lowest horizontal structural member in  
11 coastal high hazard areas (V Zone);
- 12 4. If the design flood elevations are not included on the community's Flood  
13 Insurance Rate Map (FIRM), then the applicant shall obtain and reasonably utilize  
14 any design flood elevation and floodway data available from other sources, as  
15 approved by the Building Official; and
- 16 5. During construction, upon placement of the lowest floor, including  
17 basement, and prior to further vertical construction, the permittee shall provide to  
18 the Building Official documentation, prepared and sealed by a registered design  
19 professional, certifying the elevation of the lowest floor, including basement.

## 12 **110.2 Geotechnical Hazards.**

13 **110.2.1** No building or grading permit shall be issued under the provisions of this  
14 section when the Building Official finds that property outside the site of the  
15 proposed work could be damaged by activation or acceleration of a geotechnically  
16 hazardous condition and such activation or acceleration could be attributed to the  
17 proposed work on, or change in use of, the site for which the permit is requested.  
18 For the purpose of this section, a geotechnically hazardous condition does not  
19 include surface displacement due to earthquake faults.

20 **110.2.2** Except as provided in Section 110.2.3, work requiring a building or  
21 grading permit by this Code is not permitted in an area determined by the Building  
22 Official to be subject to hazard from landslide, settlement, or slippage. For the  
23 purpose of this Section, landslide, settlement, or slippage does not include surface  
24 displacement due to the earthquake faults.

25 **110.2.3** Subject to the conditions of Subsection 110.2.1, permits may be issued in  
26 the following cases.

27 **110.2.3.1** When the applicant has submitted an engineering geology and/or soils  
28 engineering report or reports complying with the provisions of Section 111 such  
that said reports show to the satisfaction of the Building Official that the hazard  
will be eliminated prior to the use or occupancy of the land or structures.

**110.2.3.2** When the applicant has submitted an engineering geology and/or soils  
engineering report or reports that comply with the provisions of Section 111, and  
that demonstrate, to the satisfaction of the Building Official, that the site is safe  
for the intended use.

**110.2.3.3** When the proposed work involves the alteration or minor repair of  
existing structures and the cost of such alteration or repair does not exceed 25  
percent of the current valuation of the existing structure, such value to be based on  
assumed continuation of the established legal use. Before a permit may be issued  
pursuant to this section, the owner shall do all of the following:

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1. If required by the Building Official, submit an engineering geology and/or soils engineering report or reports that contain(s), at a minimum, a qualitative and/or conditional finding that the proposed work complies with the provisions of Section 110.2.1 of this Code.

2. Record in the office of the Department of Registrar-Recorder, a statement that the owner is aware that the records of the Building Official indicate that the property is potentially subject to hazard from landslide, settlement, or slippage.

3. Record in the office of the Department of Registrar-Recorder, an agreement relieving the City and all officers and employees thereof of any liability for any damage or loss which may result from issuance of such a permit. This agreement shall provide that it is binding on all successors in interest of the owner and shall continue in effect until the Building Official records in the office of the Department of Registrar-Recorder a statement that the Building Official has determined that such hazard from landslide, settlement or slippage no longer exists. The repair work shall consist of restoring the original construction. The Building Official may require that provisions be made in anticipation of future settlement. For the purposes of this Section 110.2.3.3, "alteration" does not include an addition or additions.

**110.2.3.4** When the proposed work involves an addition or additions to an existing structure but is not a change in use or occupancy and such work does not increase the gross floor area of the structure by more than 25 percent of the area of the structure as it existed on July 6, 1968, and the Building Official determines that the proposed work will not impact a historically active landslide. Before a permit may be issued pursuant to this Section, the owner shall do all of the following:

1. Submit an engineering geology and/or soils engineering report or reports that contain(s), at a minimum, a qualitative and/or a conditional finding that the proposed work complies with the provisions of Section 110.2.1.

2. Record in the office of the Department of Registrar-Recorder the finding of such report or reports.

3. Record in the office of the Department of Registrar-Recorder an agreement relieving the City and all officers and employees thereof of any liability for any damage or loss which may result from the issuance of such a permit. This agreement shall provide that it is binding on all successors in interest of the owner and shall continue in effect until the Building Official records in the office of the Department of Registrar-Recorder a statement that the Building Official has determined that a hazard from landslide, settlement, or slippage no longer exists.

**110.2.3.5** When the proposed work involves the repair of a single-family residence or accessory structures where the cost of such repair exceeds 25 percent of the current valuation of the existing building.

The scope of the repair work shall be subject to the approval of the Building Official. Before a permit may be issued pursuant to this Section, the owner shall do all of the following:

1. Submit an engineering geology and/or soils engineering report or reports that contain(s), at a minimum, a qualitative and/or conditional finding that the proposed work complies with the provisions of Section 110.2.1 of this Code.

1           2.       Record in the office of the Department of Registrar-Recorder a statement  
2 by the owner acknowledging that the records of the Building Official indicate that  
the property is potentially subject to hazard from landslide, settlement, or slippage.

3           3.       Record in the office of the Department of Registrar-Recorder an agreement  
4 relieving the County and all officers and employees thereof of any liability for any  
5 damage or loss which may result from issuance of such a permit. This agreement  
6 shall provide that it is binding on all successors in interest of the owner and shall  
7 continue in effect until the Building Official records in the office of the  
Department of Registrar-Recorder a statement that the Building Official has  
determined that such hazard from landslide, settlement, or slippage no longer  
exists.

8           **110.2.3.6** When the proposed work involves the replacement of structures  
9 destroyed by causes other than landslide, settlement, or slippage, and the permit  
10 applicant was the owner of the property at the time of the loss, their immediate  
11 heir(s), or their authorized representative, and the application for a permit under  
this Section is filed no later than ten (10) years following the date of the loss.

12 The replacement structure(s) shall not exceed the area, number of stories, load, or  
13 number of fixtures and bedrooms of the structure that was destroyed. No change  
14 in occupancy type shall be permitted. Before a permit may be issued pursuant to  
15 this Section, the owner shall do all of the following:

16           1.       Demonstrate, to the satisfaction of the Building Official, that the  
17 replacement structure and/or the associated private sewage disposal system (if  
18 any) and/or the replacement landscaping (if any) will not result in a greater amount  
19 of groundwater infiltration than occurred under the original condition.

20           2.       Submit an engineering geology and/or soils engineering report or reports  
21 that contain, at a minimum, a qualitative and/or conditional finding that the  
22 proposed work complies with the provisions of Section 110.2.1 of this Code and  
23 that contain recommendations for enhancing the stability of the site.

24           3.       Record in the office of the Department of Registrar-Recorder a statement  
25 by the owner acknowledging that the owner is aware that the records of the  
26 Building Official indicate that the property is potentially subject to a hazard from  
27 landslide, settlement, or slippage.

28           4.       Record in the office of the Department of Registrar-Recorder an agreement  
relieving the City and all officers and employees thereof of any liability for any  
damage or loss which may result from issuance of such a permit. This agreement  
shall provide that it is binding on all successors in interest of the owner and shall  
continue in effect until the Building Official records in the office of the  
Department of Registrar-Recorder a statement that the Building Official has  
determined that such hazard from landslide, settlement, or slippage no longer  
exists.

**110.2.3.7** When the proposed work involves a one-story, detached, light-frame  
accessory structure not intended or used for human occupancy and not exceeding  
400 square feet in gross floor area nor 12 feet in height. Before a permit may be  
issued pursuant to this Section, the owner shall do all of the following:

1.       When required by the Building Official, submit an engineering geology  
and/or soils engineering report or reports that contain, at a minimum, a qualitative

1 and/or conditional finding that the proposed work complies with the provisions of  
2 Section 110.2.1.

3 2. Record in the office of the Department of Registrar-Recorder a statement  
4 by the owner acknowledging that the owner is aware that the records of the  
5 Building Official indicate that the property is potentially subject to hazard from  
6 landslide, settlement, or slippage.

7 3. Record in the office of the Department of Registrar-Recorder an agreement  
8 relieving the City and all officers and employees thereof of any liability for any  
9 damage or loss which may result from issuance of such a permit. This agreement  
10 shall provide that it is binding on all successors in interest of the owner and shall  
11 continue in effect until the Building Official records in the office of the  
12 Department of Registrar-Recorder a statement that the Building Official has  
13 determined that such hazard from landslide, settlement, or slippage no longer  
14 exists.

15 **110.2.3.8** When the Building Official determines that the hazard from landslide,  
16 settlement, or slippage is based solely on the fact that the area has been identified  
17 as a potentially liquefiable area in a seismic hazard zone (pursuant to Public  
18 Resources Code section 2690 et seq.) and a foundation investigation is performed  
19 in connection with the work in accordance with Section 1803 of this Code.

20 **110.2.3.9** Notwithstanding any other provisions of this Section, the Building  
21 Official may, at his or her discretion, deny a permit for any building, structure, or  
22 grading subject to hazard from landslide, settlement, or slippage, which cannot be  
23 mitigated and may endanger the health or safety of the occupants, adjoining  
24 property, or the public.

25 **110.2.3.10** When the proposed work involves the repair and restoration of a slope.  
26 Before a permit may be issued pursuant to this Section, the owner shall submit an  
27 engineering geology and/or soils engineering report or reports that contain(s) the  
28 following:

1. A description and analysis of the existing conditions, including the cause or causes of the failed slope.
2. Recommendations for the repair of the failed slope.
3. A qualitative and/or conditional finding that the proposed work complies with the provisions of Section 110.2.1 of this Code.
4. An analysis demonstrating that future failures originating from the repaired portion of the slope will not impact previously permitted structures.
5. An analysis demonstrating that the proposed work will improve existing slope stability.

## 25 **111 - ENGINEERING GEOLOGY AND SOILS ENGINEERING REPORTS**

26 The Building Official may require an engineering geology or soils engineering  
27 report, or both, where in the Building Official's opinion, such reports are essential  
28 for the evaluation of the safety of the site. The engineering geology or soils  
engineering report or both shall contain a finding regarding the safety of the site  
of the proposed work against hazard from landslide, settlement or slippage and a

1 finding regarding the effect that the proposed work will have on the geotechnical  
2 stability of the area outside of the proposed work. Any engineering geology report  
3 shall be prepared by a certified engineering geologist licensed in the State of  
4 California. Any soils engineering report shall be prepared by a civil engineer  
5 licensed in the State of California, experienced in the field of soil mechanics, or a  
6 geotechnical engineer licensed in the State of California. When both an  
7 engineering geology and soils engineering report are required for the evaluation  
8 of the safety of a building site, the two reports shall be coordinated before  
9 submission to the Building Official.

10 **112 - EARTHQUAKE FAULT MAPS**

11 Earthquake fault zone maps within the City prepared under Sections 2622 and  
12 2623 of the California Resources Code which show traces of earthquake faults are  
13 hereby declared to be, on the date of official issue, a part of this Code, and may be  
14 referred to elsewhere in this Code. Earthquake fault zone maps revised under the  
15 above sections of the California Resources Code shall, on the date of their official  
16 issue, supersede previously issued maps which they replace.

17 **SECTION 113 - EARTHQUAKE FAULTS**

18 **113.1 General.** The construction of a building or structure near a known active  
19 earthquake fault and regulated by this Code shall be permitted as set forth in this  
20 Section.

21 **113.2 Scope.** The provisions of this Section shall apply only to permits for  
22 buildings or structures on individual lots or parcels and are not intended to be  
23 supplementary to geologic investigations required to qualify divisions of land as  
24 set forth in Title 10 (Subdivisions) the City of Huntington Park Municipal Code.

25 **113.3 Definition.** For the purpose of this Section, a geologist shall be a  
26 professional geologist, licensed by the California State Board for Geologists and  
27 Geophysicists to practice geology in California.

28 **113.4 Known Active Earthquake Faults.** For the purpose of this Section,  
known active earthquake faults are those faults which have had displacement  
within Holocene time (approximately the last 11,000 years) as defined in the most  
current issue of Special Publication 42 of the California Geological Survey.

**113.5 Construction Limitations.** No building or structure shall be constructed  
over or upon the trace of a known active earthquake fault which is shown on maps  
maintained by the Building Official. These maps include, but are not limited to,  
earthquake fault zone maps prepared under Sections 2622 and 2623 of the  
California Public Resources Code.

The absence of a known active earthquake fault trace at the proposed building  
location shall be determined by a professional geologist licensed in the State of  
California in the following cases:

1. When the proposed building is within (50) feet (15.24 m) of that line  
designated by the Building Official as the assumed location of a known  
active earthquake fault on the aforementioned maps.
2. When the proposed building is within 50 feet (15.24 m) of the most  
probable ground location of the trace of a known active earthquake fault  
shown on the aforementioned maps.

In these cases, the Building Official may require the excavation of a trench, for the  
purpose of determining the existence of an active earthquake fault. Such a trench

1 will be required if a lack of distinguishable fault features in the vicinity prevents  
2 the Building Official from determining by a site examination, review of available  
3 aerial photographs, or by other means that the fault trace does not underlie the  
4 proposed building. The trench shall be approximately perpendicular to the most  
5 probable direction of the fault trace, at least 1-1/2 feet (0.15 m) wide, and at least  
6 five feet in depth measured from natural grade, or to a depth satisfactory to the  
7 Building Official.

8 The trench must be accessible for mapping and inspection by the Building Official,  
9 when requested, and meet the requirements of Title 8 of the California Code of  
10 Regulations, Construction Safety Orders. The trench need not extend further than  
11 the full width of the proposed structure plus 5 feet (1.52 m) beyond the traversed  
12 exterior walls. A known active earthquake fault shall be presumed nonexistent if  
13 an exposure is not found by the professional geologist in the walls or floor of the  
14 trench.

15 The Building Official may require a more extensive investigation by a professional  
16 geologist as evidence to the absence of a known active earthquake fault prior to  
17 the issuance of a permit for Groups A, E, I, H and R, Division 1 Occupancies and  
18 B, F, M and S Occupancies over one story in height.

19 The results of the investigation, conclusions and recommendations shall be  
20 presented in a geology report prepared by a professional geologist as defined by  
21 Section 113.3. The report shall comply with the guidelines presented in Note 49  
22 prepared by the California Department of Conservation, Geological Survey.

23 **EXCEPTION:** The provisions of this Section do not apply to:

- 24 1. One-story, detached light-frame buildings not intended or used for human  
25 occupancy and not exceeding 1,000 square feet (92.9 m<sup>2</sup>) in gross floor  
26 area or 12 feet (3.66 m) in building height.
- 27 2. Alterations or repairs to an existing building provided that the aggregate  
28 value of such work within any 12-month period does not exceed 50 percent  
of the current market value of the existing building. For the purposes of  
this Section 113.5, "alteration" does not include an addition or additions.
3. Swimming pools, retaining walls, fences and minor work of a similar  
nature.

## 20 **SECTION 114 FACTORY-BUILT HOUSING**

21 **114.1.** Plans shall be submitted for plan review for all field-built portions of  
22 factory-built structures that clearly describe all work to be done at the site,  
23 including connection and/or anchorage of the factory-built structure to the field-  
24 built foundation and connection of utilities. Plans shall indicate compliance with  
25 this Code, relevant laws, ordinances, rules and regulations for all work that is to  
26 be done at the site.

## 25 **SECTION 115 FEES**

26 **115.1** Plan review fees shall be as adopted by a separate resolution and/or  
27 ordinance.

28 Plan checking fees shall be paid at the time of plan review submittal. In addition  
to the aforementioned fees, the building official may require additional charges for  
review required by changes, additions or revisions of approved plans or reports,

1 and for services beyond the first and second check due to changes, omissions or  
2 errors the part of the applicant.

3 **115.2** Permit fees shall be as adopted by separate resolution and/or ordinance.  
4 Permit fees shall be paid at the time of permit issuance.

5 **115.3** The determination of value or valuation under any of the provisions of this  
6 code shall be made by the building official. The valuation to be used in computing  
7 the permit and plan check fees shall be the total value of all construction work for  
8 which the permit is issued, as well as all finish work, painting, roofing, electrical,  
9 plumbing, heating, air conditioning, elevators, fire protection systems and any  
10 other permanent work or permanent equipment.

### 11 **116 REFUNDS**

12 **116.1 Permit Refunds.** In the event that any person shall have obtained a permit  
13 and no portion of the work or construction covered by such permit shall have been  
14 commenced, and such permit shall have been cancelled as provided for in Section  
15 107.8, the permittee may submit a written request to the building official  
16 requesting a refund of permit fees. Permit fees in an amount equal to 80 percent  
17 may be refunded to the permit applicant, but permit issuance fees shall not. The  
18 building official shall satisfy himself or herself as to the right of such applicant to  
19 such refund, and each such refund shall be paid to the permit applicant, provided  
20 the request has been submitted within one year from the date of cancellation or  
21 expiration of the permit.

22 **116.2 Plan Check Refunds.** No portion of the plan checking fee shall be refunded,  
23 unless no review has been performed, in which case 80 percent of the plan  
24 checking fee shall be refunded. The building official shall satisfy himself or herself  
25 as to the right of such applicant to such refund, and each such refund shall be paid  
26 to the plan check applicant, provided the request has been submitted within one  
27 year from the date of cancellation or expiration of the permit.

### 28 **SECTION 117 INSPECTIONS.**

**117.1 General.** All construction or work for which a permit is required shall be  
subject to inspection by the building official, and all such construction or work  
shall remain accessible and exposed for inspection purposes until approved by the  
building official.

In addition to the inspections required to be made by the building official, certain  
types of construction shall have continuous inspection as specified in Chapter 17.  
Special inspections made in accordance with Chapter 17 shall not relieve the  
permit applicant of the responsibility to have the work inspected and approved by  
the building official.

Approval as a result of an inspection shall not be construed to be an approval of a  
violation of any provision of this Code, relevant laws, ordinances, rules or  
regulations. Inspections presuming to give authority to violate or cancel the

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provisions of this Code, relevant laws, ordinances, rules and regulations shall not be valid.

It shall be the duty of the permit applicant to cause the work to remain accessible and exposed for inspection purposes. Neither the building official nor the jurisdiction shall be liable for expense entailed in the removal or replacement of any material required to allow inspection.

It shall be the duty of the permit applicant to provide access for the inspector to the area of work. Access may include, but shall not be limited to, ladders, scaffolding, catwalks and lifts. It shall be the duty of the permit applicant to maintain a safe access path for the inspector to the area of work. Safety precautions may include, but shall not be limited to, handrails, guardrails and safety harnesses. All components of the access path shall be securely anchored in place. The building inspector shall have the right to refuse to make any inspection in an area that does not have an access path deemed safe for use by said building inspector. It shall be the duty of the permit applicant to make any necessary improvements to the access path to allow inspection by the building inspector.

It shall be the duty of the permit applicant to protect all existing construction from damage caused during inspection. Neither the building official nor the jurisdiction shall be liable for expense entailed in the removal or replacement of any material damaged during the course of inspection.

For additional provisions, applicable to grading, see Appendix J.

**117.2 Inspection Requests.** It shall be the duty of the permit holder to notify the building official that work authorized by a permit is ready for inspection. The building official may require that every request for inspection be filed at least one working day before such inspection is desired. Such request may be in writing or by telephone at the option of the building official.

It shall be the duty of the person requesting any inspection required by this Code, relevant laws, ordinances, rules and regulations to provide access to and means for inspection of such work.

For additional provisions, applicable to grading, see Appendix J.

**117.3 Inspection Record Card.** When deemed necessary by the building official, work requiring a permit shall not be commenced until the applicant has posted or otherwise made available an inspection record card so as to allow the building official to conveniently make the required entries thereon regarding inspection of the work. This card shall continue to be posted or otherwise made available by the permit holder until final approval of the permit has been granted by the building official.

For additional provisions, applicable to grading, see Appendix J.

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**117.4 Work Ready For Inspection.**

**117.4.1 General.** Upon notification from the applicant that the work for which there is a valid permit is ready for inspection, the building official shall be allowed to make all applicable inspections specified in this Code, on the inspection record card and any additional inspections required by the building official.

No work shall be approved by the building official that was not completely verified. Partial or spot inspections shall not be performed by the building official, nor shall partial or spot inspection be used as a justification for approving any required inspection.

Inspection by a special inspector shall not be made in-lieu of any inspections required to be made by the building official.

For additional provisions, applicable to grading, see Appendix J.

**117.4.2 Minimum Inspection Requirements.** The following inspections shall not be requested until the associated requirements have been satisfied.

1. Foundation inspection: Shall not be requested until all trenches are excavated and forms erected, any required reinforcing steel is in place, and when all materials for the foundation are delivered to the job. All holdown hardware shall be securely installed in place. Where concrete from a central mixing plant (commonly termed "transit mixed") is to be used, materials need not be on the job.

Where any fill more than 8 inches in depth is placed, and/or where required by the building official or the soils engineer, compaction tests shall be submitted to the building official prior to requesting inspection.

Where required by the soils engineer, foundation trenching shall be reviewed and approved by the soils engineer prior to requesting inspection.

2. Concrete slab or under-floor inspection: Shall not be requested until all in-slab or under-floor building service equipment, conduit, piping accessories and other ancillary equipment items are in place, but before any concrete is poured and/or floor sheathing installed, including the subfloor.
3. Floor sheathing inspection: Floor sheathing inspection shall not be requested until all sheathing is in place; all diaphragm nailing is complete; and all diaphragm ties, chords and/or drag struts have been installed. No walls shall be erected above the floor sheathing.
4. Roof sheathing inspection: Roof sheathing inspection shall not be requested until all sheathing is in place; all diaphragm nailing is complete; and all diaphragm ties, chords and/or drag struts have been installed. No portion of the roof sheathing shall be covered by crickets or similar construction.
5. Frame inspection: Shall not be requested until after the roof, all framing, fire blocking and bracing are in place and all pipes, chimneys, vents and all rough electrical, plumbing and mechanical work are complete. Roof coverings shall not be installed.

- 1                   6. Lath inspection and/or wallboard: Shall not be requested until after all  
2                   lathing and/or wallboard, interior and exterior, is in place, but before any  
3                   plastering is applied or before wallboard joints and fasteners are taped and  
4                   finished.
- 5                   7. Final inspection: Shall not be requested until after finish grading and the  
6                   building is completed and is ready for occupancy.
- 7                   8. Other Inspections: In addition to the inspections specified above, the  
8                   building official shall be allowed to make all applicable inspections  
9                   specified on the Inspection Record card. The building official may also  
10                  make or require any other inspections of any construction work to ascertain  
11                  compliance with the provisions of this Code, relevant laws, ordinances,  
12                  rules and regulations that are enforced by the building official.

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14 For additional provisions, applicable to grading, see Appendix J.

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16 **117.4.3 Reinspections.** An inspection fee may be assessed for reinspection, as  
17 determined by the Building Official, for any of the following reasons:

- 18                   1. The portion of work for which inspection is requested is not complete;
- 19                   2. Corrections given are not completed;
- 20                   3. There is inadequate work site access preventing inspection;
- 21                   4. The inspection record card is not posted or otherwise available on the work  
22                   site;
- 23                   5. The approved plans are not available for the inspector;
- 24                   6. Work has deviated from the approved plans and has not been approved by  
25                   the Building Official.

26  
27 This Section is not to be interpreted as requiring additional inspection fees the first  
28 time a job is rejected for failure to comply with the requirements of this Code.

To obtain re-inspection, the applicant shall pay the re-inspection fee in advance,  
as determined per the fee resolution.

### **117.5 Provisions for Special Inspection.**

**117.5.1 When Required.** In addition to the inspections required elsewhere in this  
section, the owner shall employ one or more special inspectors who shall provide  
inspections during construction on the types of work listed under Chapter 17 The  
special inspector may be employed either directly or through the architect or  
engineering firm in charge of the design of the structure, or through an independent  
inspection test firm approved by the building official.

**Exception:** The building official may waive the requirement for the employment  
of a special inspector if the construction is of a minor nature.

**117.5.2 Identification of Work.** When special inspection is required by Section  
117.5.1, the architect or engineer of record shall identify on the plans all work that  
is required to have special inspection.

1 Where the special inspection method(s) to be employed are not specified  
2 elsewhere in this Code, relevant laws, ordinances, rules and/or regulations, the  
3 architect or engineer of record shall prepare an inspection program that shall be  
4 submitted to and approved by the building official prior to building permit  
5 issuance.

6 The special inspector(s) may be employed by the owner, the engineer or architect  
7 of record, or an agent of the owner, but shall not be employed by the contractor,  
8 the contractor's employees, representatives or agents of the contractor, or any other  
9 person performing the work.

10 The architect or engineer of record shall identify, on forms provided by the City,  
11 the individual(s) and/or firm(s) who are to perform any required special inspection,  
12 and where an inspection program is required by this section, shall specify the  
13 special inspection duties of the special inspector(s).

14 **117.5.3 Qualifications, Requirements and Duties of the Special Inspector.** The  
15 special inspector shall be approved by the building official prior to performing any  
16 inspection duties. The special inspector shall complete an application form  
17 provided by the City and shall submit documentation satisfactory to the building  
18 official that the special inspector is qualified to make the special inspection(s) for  
19 which application is made. The building official shall have the right to administer  
20 a written or verbal examination as deemed appropriate by the building official to  
21 verify that the special inspector is qualified to perform the inspection duties for  
22 which application is made. A special inspector who fails to pass the examination  
23 administered by the building official shall be required to wait a minimum of seven  
24 (7) days before submitting a new application to provide special inspection within  
25 the City.

26 The building official shall not be required to accept any documentation provided  
27 by a special inspector who was not approved by the building official prior to  
28 performing inspection duties. Neither the building official nor the jurisdiction shall  
be liable for expense entailed in the removal or replacement of any material(s) or  
work installed, constructed or placed under the review of a special inspector who  
was not approved by the building official.

Failure to be approved by the building official prior to performing any special  
inspection duties may be considered by the building official as a failure to perform  
properly and shall allow the building official to refuse to allow the special  
inspector to perform inspection within the City.

The special inspector shall observe the work assigned for conformance with the  
approved design drawings.

The special inspector shall furnish inspection reports to the building official. All  
observed discrepancies shall be brought to the immediate attention of the  
contractor for correction, then if uncorrected, to the proper design authority and to  
the building official.

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The special inspector shall submit a final signed report stating that the work requiring special inspection was, to the best of the inspector’s knowledge, in conformance with the approved plans and the applicable workmanship provisions of this Code.

The building official shall have the right to reject any work performed under the review of a special inspector where the work performed fails to meet the minimum requirements of this Code, relevant laws, ordinances, rules and regulations. Regardless of the information communicated between the permit applicant and the special inspector, all work shall comply with the approved plans and this Code, relevant laws, ordinances, rules and regulations.

Upon evidence, satisfactory to the building official, of the failure of a special inspector to perform properly and effectively the duties of said office, the building official may revoke, suspend or refuse to allow the special inspector to perform inspection on sites within the City. Prior to such action, the holder shall be given an opportunity to appear before the building official and be heard.

**117.6 Provisions for Structural Observation.** When structural observation is required in accordance with the requirements of Chapter 17, the engineer or architect of record shall indicate on the plans what work is required to be observed by the engineer or architect responsible for the structural design, or the engineer or architect responsible for the structural design shall prepare an inspection program and shall name the individuals or firms who are to perform structural observation and describe the stages of construction at which structural observation is to occur. The inspection program shall include samples of inspection reports and provide time limits for the submission of observation reports. The program shall be submitted to and approved by the building official prior to building permit issuance.

When required by the engineer or architect responsible for the structural design or the building official, the owner shall employ the engineer or architect responsible for the structural design, or another engineer or architect designated by the engineer or architect responsible for the structural design, to perform structural observation as defined in Section 202.

When deemed appropriate by the engineer or architect responsible for the structural design, the owner or owner’s representative shall coordinate and call a preconstruction meeting between the engineer or architect responsible for the structural design, the structural observer, the contractor, the affected subcontractors and the special inspector(s). The structural observer shall preside over the meeting. The purpose of the meeting shall be to identify the major structural elements and connections that affect the vertical and lateral load systems of the structure and to review scheduling of the required observations. A record of the meeting shall be submitted to the building official.

1 All observed discrepancies shall be brought to the immediate attention of the  
2 engineer or architect responsible for the structural design and the contractor for  
3 correction; then if unresolved, to the building official. The structural observer shall  
4 submit to the building official a written statement at each significant construction  
5 stage stating that the required site visits have been made and identifying any  
6 reported deficiencies which, to the best of the structural observer's knowledge,  
7 have not been resolved.

8 The structural observer shall submit a final signed report stating that the work  
9 requiring structural observation was, to the best of the observer's knowledge, in  
10 conformance with the approved plans and the applicable workmanship provisions  
11 of this Code.

12 **117.7 Required Approvals.** No work shall be done on any part of the building  
13 structure or premises beyond the point indicated in each successive inspection  
14 without first obtaining the written approval of the building official. The building  
15 official, upon notification, shall make the requested inspections and shall either  
16 indicate in writing that the work appears to comply as completed, or shall notify  
17 the applicant in writing which portion of the work fails to comply with this Code,  
18 relevant laws, ordinances, rules and/or regulations. Any work that does not comply  
19 shall be corrected and such work shall not be covered or concealed until authorized  
20 by the building official.

21 There shall be a final inspection and approval of all work when completed and  
22 ready for occupancy.

23 For additional provisions applicable to grading, see Appendix J.

24 **117.8 Site Requirements.** A survey of the lot may be required by the building  
25 official to verify compliance of the structure with the approved plans.

26 **117.9 Noninspected Work.** No person shall own, use, occupy or maintain any  
27 structure on which noninspected work has been performed.

28 **117.10 Utility Release.** When deemed appropriate by the building official, gas and  
electric utilities may be released. Release of either utility may be done prior to  
building final for testing and inspection purposes. The building official shall retain  
the right to revoke the release of either utility for just cause, and may have either  
utility disconnected at the earliest availability of the utility purveyor.

Attempting to occupy prior to issuance of a certificate of completed construction,  
whether temporary or final, may be considered as just cause by the building  
official, and may result in disconnection of the utilities.

**117.11 Authority to Disconnect Electric Utility.** The building official is hereby  
empowered to disconnect or to order in writing the discontinuance of electric  
utility service to buildings, structures or premises, or portions thereof, or wiring,

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devices or materials installed without permit or found to be a hazard to life, health and/or property.

The building official shall have the power to disconnect or to order in writing the discontinuance of electric utility service as a means of preventing, restraining, correcting or abating any violation of this Code, relevant laws, ordinances, rules or regulations.

The electrical service shall remain disconnected or electrical utility service shall remain discontinued until the Code violation has been abated to the satisfaction of the building official, or until the installation of such wiring, devices or materials have been made safe as directed by the building official; or until a permit has been issued and the work has been inspected and approved by the building official.

**117.12 Authority to Disconnect Gas Utility.** The building official is hereby empowered to disconnect or to order in writing the discontinuance of gas utility service to buildings, structures, premises, appliances, devices or materials installed without permit or found to be a hazard to life, health and/or property.

The building official shall have the power to disconnect or to order in writing the discontinuance of gas utility service as a means of preventing, restraining, correcting or abating any violation of this Code, relevant laws, ordinances, rules or regulations

The gas service shall remain disconnected or gas utility service shall remain discontinued until the Code violation has been abated to the satisfaction of the building official, or until the installation of such appliances, devices or materials has been made safe as directed by the building official; or until a permit has been issued and the work has been inspected and approved by the building official.

**8-1.02 ADOPTION OF LOS ANGELES COUNTY CODE, TITLE 26, BUILDING CODE**

Chapters 2 through 35, 66, 67, 96, 98, 99 and Appendices I and J of Title 26, Los Angeles County Building Code, as amended and in effect on or before January 1, 2020, adopting the 2019 California Building Code, is hereby adopted by reference pursuant to the provisions of Sections 50022.1 through 50022.10 of the Government Code of the State of California as though fully set forth herein, and made a part of the Huntington Park Municipal Code with the same force and effect as though set out herein in full, including all of the regulations, revisions, conditions and terms contained therein except that those certain sections thereof which are necessary to meet local conditions, as hereinafter set forth in 8-1.03 of this code, are hereby repealed, added or amended to read as set forth therein.

In accordance with Section 50022.6 of the California Government Code, not less than one copy of said Title 26 of the Los Angeles County Code together with any and all amendments thereto proposed by the City of Huntington Park, has been and is now filed

1 in the office of the Building and Safety Division, shall be remain on file with the Building  
2 Official, shall collectively be known as the *City of Huntington Park Building Code* and  
3 may be cited as Title 8 Chapter 1 of the Huntington Park Municipal Code.

4 **8-1.03 BUILDING CODE MODIFIED**

5 Chapters 33, and Appendix J of Title 26 of the Los Angeles County Code (the 2019 Los  
6 Angeles County Building Code), adopted by reference as the Building Code of the City  
7 of Huntington Park, are hereby amended, deleted or added as follows:

8 a. A new Section 3301.3 is added to read:

9 **3301.3 On-Site Fencing During Construction.**

10 **3301.3.1 General.** A fence shall be provided any time grading, demolition, or  
11 construction work requiring a grading or building permit is performed. The fence  
12 shall totally enclose the perimeter of all property. Locking gates may be provided  
13 at any location.

14 Exceptions:

15 1) When approved by the building official, a fence need not enclose  
16 residential property when at least one dwelling is continuously occupied. Approval  
17 not to fence the property may be revoked in writing by the building official if the  
18 property is found to be unoccupied for any length of time. For the purposes of this  
19 exception, continuously occupied is not intended to imply that the occupants must  
20 be continuously present.

21 2) When approved by the building official, the fence may enclose areas other  
22 than the perimeter of the property.

23 **3301.3.2 Fence Construction.** The fence shall be 6 feet in height measured from  
24 adjacent grade on the exterior side of the fence, and constructed from chain link,  
25 lumber, masonry or other approved materials. The fence shall be self-supporting  
26 and shall not incorporate structures or fencing on adjacent property without written  
27 approval of the adjacent property owner.

28 **3301.3.3 Duration of Fencing.** The fence shall be erected prior to the start of any  
grading, demolition, or construction work and shall remain in place until the work  
for which a grading or building permit is required has been completed.

Exceptions:

1) All or portions of the fence may be removed daily during construction so  
long as the property is continuously occupied, and all portions of the removed  
fence are replaced prior to the property being unoccupied.

2) When approved by the building official, the fence may be removed prior  
to completion of the grading, demolition, or construction work, if the property is  
determined by the building official to no longer provide an unsafe or hazardous  
condition.

1                   **3301.3.4 Failure to Comply.** If the property is found unfenced and the building  
2 official determines that an unsafe or hazardous condition exists, the City may take  
3 action to correct the noncomplying condition by providing the required fence. The  
4 building official may then issue a notice to stop work until all fees incurred by the  
5 City to properly fence the property have been recovered. If such fees have not been  
6 recovered by the City within 30 days, the City may take action to recover the costs  
7 in accordance with the requirements of this Code.

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9                   b. Section J103.5 is amended in its entirety to read:

10                   **J 103.5 Grading Fees.** Fees shall be assessed in accordance with the provisions  
11 of this section. The amount of the fees shall be as specified in Section 115 of this  
12 code.

13                   **J 103.5.1 Plan Review Fees.** When a plan or other data are required to be  
14 submitted, a plan review fee shall be paid at the time of submitting plans and  
15 specifications for review. Separate plan review fees shall apply to retaining walls  
16 or major drainage structures as required elsewhere in this code. For excavation and  
17 fill on the same site, the fee shall be based on the total volume of excavation and  
18 fill.

19                   **J 103.5.2 Permit Fees.** A fee for each grading permit shall be paid to the Building  
20 Official at the time of issuance of the permit. Separate permits and fees shall apply  
21 to retaining walls or major drainage structures as required elsewhere in this code.

22                   c.           Section J 103.6 is amended in its entirety to read:

23                   **J 103.6 Compliance with Zoning Code.** The building official may refuse to issue  
24 a grading permit for work on a site if either the proposed grading or the proposed  
25 land use for the site shown on the grading plan application does not comply with  
26 the provisions of “Planning and Zoning” of the City of Huntington Park Municipal  
27 Code.

28                   d.           Section J105.12 is amended in its entirety to read:

**J105.12 Completion of work.** Upon completion of the rough grading work and at  
the final completion of the work, the following reports and drawings and  
supplements thereto are required for engineered grading or when professional  
inspection is otherwise required by the Building Official:

                  1.           A certification by the Field Engineer that to the best of his or her  
knowledge, the work within the Field Engineer’s area of responsibility was done  
in accordance with the final approved grading plan.

                  2.           A report prepared by the Soils Engineer retained to provide such  
services in accordance with Section J105.4, including locations and elevations of  
field density tests, summaries of field and laboratory tests, other substantiating  
data, and comments on any changes made during grading and their effect on the  
recommendations made in the approved soils engineering investigation report. The

1 report shall include a certification by the Soils Engineer that to the best of his or  
2 her knowledge, the work  
3 within the Soils Engineer's area of responsibility is in accordance with the  
4 approved Soils Engineering report and applicable provisions of this chapter. The  
5 report shall contain a finding regarding the safety of the completed grading and  
6 any proposed structures against hazard from landslide, settlement, or slippage.

7 3. A report prepared by the Engineering Geologist retained to provide  
8 such services in accordance with Section J105.5, including a final description of  
9 the geology of the site and any new information disclosed during the grading and  
10 the effect of such new information, if any, on the recommendations incorporated  
11 in the approved grading plan. The report shall contain a certification by the  
12 Engineering Geologist that, to the best of his or her knowledge, the work within  
13 the Engineering Geologist's area of responsibility is in accordance with the  
14 approved engineering geology report and applicable provisions of this Chapter.  
15 The report shall contain a finding regarding the safety of the completed grading  
16 and any proposed structures against hazard from landslide, settlement or slippage.  
17 The report shall contain a final as-built geologic map and cross-sections depicting  
18 all the information collected prior to and during grading.

19 4. The grading contractor shall certify, on a form prescribed by the  
20 building official that the grading conforms to the approved plans and  
21 specifications.

#### 22 **8-1.04 EFFECT OF ADOPTION**

23 The adoption of the city Building Code and the repeal, addition or amendment of  
24 ordinances by this code shall not affect the following matters:

- 25 (A) Actions and proceedings which began the effective date of this code.
- 26 (B) Prosecution for ordinance violations committed before the effective date of  
27 this code.
- 28 (C) Licenses and penalties due and unpaid at the effective date of this code, and  
the collection of these licenses and penalties.
- (D) Bonds and cash deposits required to be posted, filed or deposited pursuant  
to any ordinance.
- (E) Matters of record which refer to or are connected with ordinances the  
substances of which are included in this code; these references shall be construed  
to apply to the corresponding provisions of the code.

#### 29 **8-1.05 PENALTY; VIOLATIONS.**

30 (A) *General penalty; continuing violations.* Every act prohibited or declared  
31 unlawful and every failure to perform an act required by this code is a  
32 misdemeanor or an infraction as set forth in the said respective pertinent sections  
33 of this code and any person causing or permitting a violation of any such section  
34 of said code shall be subject to the penalties ascribed to each such section as set  
35 forth herein. Where silent as to whether a violation is a misdemeanor or infraction,  
36 the City Attorney may prosecute such violation as either a misdemeanor or  
37 infraction in his/her discretion.



1 The adoption of this Code and the repeal, addition or amendment of ordinances by this  
2 code shall not affect the following matters:

- 3 (A) Actions and proceedings which began the effective date of this code.
- 4 (B) Prosecution for ordinance violations committed before the effective date of  
5 this code.
- 6 (C) Licenses and penalties due and unpaid at the effective date of this code, and  
7 the collection of these licenses and penalties.
- 8 (D) Bonds and cash deposits required to be posted, filed or deposited pursuant  
9 to any ordinance.
- 10 (E) Matters of record which refer to or are connected with ordinances the  
11 substances of which are included in this code; these references shall be construed  
12 to apply to the corresponding provisions of the code.

13  
14 **8-4.05 PENALTY; VIOLATIONS.**

15 (A) *General penalty; continuing violations.* Every act prohibited or declared unlawful  
16 and every failure to perform an act required by this code is a misdemeanor or an infraction  
17 as set forth in the said respective pertinent sections of this code and any person causing or  
18 permitting a violation of any such section of said code shall be subject to the penalties  
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1 **101.3 SCOPE.** The provisions of this Code shall apply to the erection, alteration,  
2 installation, repair, movement, improvement, removal connection or conversion of any  
3 plumbing equipment and/or appliances or any other plumbing work regulated by this Code  
4 within the City.

5 Where, in any specific case, different sections of this Code specify different materials,  
6 methods of construction or other requirements, the most restrictive shall govern. Where  
7 there is a conflict between a general requirement and a specific requirement, the specific  
8 requirement shall be applicable.

9 In the event any differences in requirements exist between the accessibility requirements  
10 of this Code and the accessibility requirements of the California Code of Regulations,  
11 Title 24 (also referred to as the California Building Standards Code), then the California  
12 Code of Regulations shall govern.

13 Where the requirements of this Code conflict with the requirements of Mechanical  
14 Code, this Code shall prevail.

15 **106.1 Plan Check Requirements.** When required by the building official to verify  
16 compliance with this Code, relevant laws, ordinances, rules and regulations; plans and,  
17 when deemed necessary by the building official, calculations, and other required data shall  
18 be submitted for plan review. The building official may require plans and calculations to  
19 be prepared by an engineer registered by the State to practice as such. Only after the plans  
20 have been approved may the applicant apply for a plumbing permit for such work. The  
21 building official may also require such plans be reviewed by other departments and/or  
22 divisions of the City to verify compliance with the laws and ordinances under their  
23 jurisdiction.

24 Separate Plumbing Code plan review is required for any of the following:

- 25 (a) For any restaurant which requires a grease trap or a grease interceptor;
- 26 (b) Any facility which requires a sand/grease clarifier;
- 27 (c) Plumbing Systems with more than 216 waste fixture units;
- 28 (d) Potable water supply piping required to be 2" or larger;
- (e) Fuel gas piping required to be 2" or larger;
- (f) Fuel gas piping containing medium- or high-pressure gas;
- (g) Combination waste and vent systems;
- (h) Plumbing fixtures located below the next upstream manhole or below the sewer main;
- (i) Chemical waste systems;
- (j) Rainwater system employing a sump pump;
- (k) Grey water systems;
- (l) Any type of sewer ejection system or lift station;

1 (m) Any installation in a building of Type I-A, Type II-A, Type III-A, Type IV or Type  
2 V-A fire-resistive construction where penetrations are required of fire-resistive walls,  
floors or ceilings.

3 Plans, calculations, reports or documents for work regulated by this Code, relevant laws,  
4 ordinances, rules and regulations shall bear the seal, signature and number of a plumbing  
5 engineer when required by the California Business and Professions Code. A seal and  
6 number shall not be required for work authorized by the said article to be performed by a  
person not registered or certified as an engineer or architect.

7 **106.3 Information Required on Plumbing plans.** Plans shall be drawn to scale upon  
8 substantial paper or other material suitable to the building official shall be of sufficient  
9 clarity to indicate the nature and scope of the work proposed, and shall show in detail that  
the proposed construction will conform to the provisions of this Code and all relevant  
laws, ordinances, rules and regulations.

10 The first sheet of each set of plans shall give the street address of the proposed work and  
11 the name, address and telephone number of the owner and all persons who were involved  
in the design and preparation of the plans.

12 Where the scope of the proposed work involves the following, unless otherwise approved  
13 by the building official, the plumbing plans shall indicate the following:

- 14 (a) A complete floor plan showing the location of all proposed plumbing fixtures;  
15 (b) A complete plan showing the layout, diameter and material of all proposed piping;  
16 (c) A legend of all symbols used and a list of all abbreviations used;  
17 (d) Any other information requested by the building official.

18 Plans for buildings more than two stories in height of other than Group R-3 and Group U  
19 Occupancies shall indicate how required fire-resistive integrity will be maintained where  
a penetration will be made for plumbing piping and similar systems.

20 When deemed necessary by the building official, the first sheet of each set of plans shall  
21 indicate the building Type of Construction as defined in the Building Code and the  
Plumbing Code in effect on the date of plan check submittal.

22 **107.1 Plumbing permit Required.** No person shall erect, alter, install, repair, move,  
23 improve, remove, connect or convert, or cause the same to be done, to any plumbing  
24 equipment or fixtures without first obtaining a plumbing permit from the building official.  
25 A Plumbing Permit is required for any installation, alteration, reconstruction or repair of  
26 any plumbing (including fixtures, traps, tailpieces and valves), drainage piping, vent  
piping, waste piping, soil piping, water piping (potable or nonpotable but which is  
connected to a potable water source) or gas piping located within or on any building,  
structure or premises.

27 **107.2 Work Exempted from Plumbing Permit.** A Plumbing Permit shall not be required  
28 for the following:

1 (a) Clearing of stoppages and stopping of leaks which do not involve the replacement  
2 of any plumbing (including fixtures, traps, tailpieces and valves), drainage piping, vent  
piping, waste piping, soil piping, water piping or gas piping.

3 (b) Change of residential plumbing fixtures which do not involve the replacement of  
4 the existing waste and vent piping excluding the trap, to include, residential toilets,  
residential bathroom hand sinks, bathtub and residential kitchen sinks.

5 (c) Connection of any appliance approved for and intended to be connected by flexible  
6 gas piping to a gas shutoff valve which was previously permitted and inspected under a  
7 valid Plumbing permit.

8 Exemption from the permit requirements of this Code shall not be deemed to grant  
9 authorization for any work to be done in any manner in violation of the provisions of other  
laws or ordinances.

10 The issuance of a permit without first requiring a plan review shall not prevent the building  
11 official from requesting plans deemed necessary to verify that the work performed under  
12 said permit complies with this Code and all relevant laws, ordinances, rules and  
regulations.

13 **8-5.02 LOS ANGELES COUNTY CODE, TITLE 28, PLUMBING CODE**  
14 **ADOPTED**

15 Los Angeles County Plumbing Code Chapter 2 through Chapter 17, and Appendices A,B,  
16 D, H, I and J, Title 28, the 2019 Los Angeles County Plumbing Code, as amended and in  
17 effect on or before January 1, 2020, adopting the 2019 California Plumbing Code, is  
18 hereby adopted by reference pursuant to the provisions of Sections 50022.1 through  
19 50022.10 of the Government Code of the State of California as though fully set forth  
and terms contained therein.

20 Not less than one copy of said Title 28 of the Los Angeles County Plumbing Code together  
21 with any and all amendments thereto proposed by the City of Huntington Park, has been  
22 and is now filed in the office of the Building and Safety Division and shall be remain on  
23 file with Building Official, and shall collectively be known as the *City of Huntington Park  
Plumbing Code* and may be cited as Title 8 Chapter 5 of the City of Huntington Park  
Municipal Code.

24 **8-5.03 EFFECT OF ADOPTION**

25 The adoption of this code and the repeal, addition or amendment of ordinances by this  
code shall not affect the following matters:

- 26 (A) Actions and proceedings which began the effective date of this code.
- 27 (B) Prosecution for ordinance violations committed before the effective date of  
this code.
- 28 (C) Licenses and penalties due and unpaid at the effective date of this code, and  
the collection of these licenses and penalties.

1 (D) Bonds and cash deposits required to be posted, filed or deposited pursuant  
2 to any ordinance.

3 (E) Matters of record which refer to or are connected with ordinances the  
4 substances of which are included in this code; these references shall be construed  
5 to apply to the corresponding provisions of the code.

#### 6 **8-5.04 PENALTY; VIOLATIONS.**

7 (A) *General penalty; continuing violations.* Every act prohibited or declared unlawful  
8 and every failure to perform an act required by this code is a misdemeanor or an infraction  
9 as set forth in the said respective pertinent sections of this code and any person causing or  
10 permitting a violation of any such section of said code shall be subject to the penalties  
11 ascribed to each such section as set forth herein. Where silent as to whether a violation is  
12 a misdemeanor or infraction, the City Attorney may prosecute such violation as either a  
13 misdemeanor or infraction in his/her discretion.

14 (B) *Violations including aiding, abetting, and concealing.* Every person who causes,  
15 aids, abets or conceals the fact of a violation of this code is guilty of violating this code.

16 (C) *Enforcement by civil action.* In addition to the penalties provided herein, the said  
17 code may be enforced by civil action. Any condition existing in violation of this code is a  
18 public nuisance and may be summarily abated by the city.

### 19 **TITLE 8**

### 20 **BUILDING REGULATIONS**

### 21 **CHAPTER 7**

### 22 **EXISTING BUILDING CODE**

#### 23 **8-7.01 EXISTING BUILDING CODE ADMINISTRATION**

24 Except as hereinafter changed or modified, the administration of the Existing Building  
25 Code shall be as set forth in 8-1.01 Building Code Administration of this Code.

#### 26 **SECTION 101 – TITLE, PURPOSE, INTENT AND SCOPE**

27 **101.1 Title.** Title 8 Building Regulations, Chapter 7 of the City of Huntington Park  
28 Municipal Code shall be known as the Existing Building Code of the City of Huntington  
Park, may be cited as such, and will be referred to herein as “these regulations” or “these  
building standards “or “this Code.”

**101.3 – SCOPE.** The provisions of this Code shall apply to the repair, alteration, change  
of occupancy, addition to and relocation of any existing building or structure or any  
other work regulated by this Code within the City, subject to the criteria of Sections  
101.3.1 and 101.3.2

Where, in any specific case, different sections of this Code specify different materials,  
methods of construction or other requirements, the most restrictive shall govern. Where  
there is a conflict between a general requirement and a specific requirement, the specific  
requirement shall be applicable.

1 In the event, any differences in requirements exist between the accessibility  
2 requirements of this Code and the accessibility requirements of the California Code of  
3 Regulations, Title 24 (also referred to as the California Building Standards Code), then  
4 the California Code of Regulations shall govern.

5 **101.3.1 Buildings not previously occupied.** A building or portion of a building that  
6 has not been previously occupied or used for its intended purpose in accordance with  
7 the laws in existence at the time of its completion shall be permitted to comply with the  
8 provisions of the laws in existence at the time of its original permit unless such permit  
9 has expired. Subsequent permits shall comply with the Building Code or Residential  
10 Code, as applicable, for new construction.

11 **101.3.2 Buildings previously occupied.** The legal occupancy of any building existing  
12 on the date of adoption of this Code shall be permitted to continue without change,  
13 except as is specifically covered in this Code, the Fire Code, or as is deemed necessary  
14 by the Building Official for the general safety and welfare of the occupants and the  
15 public.

16 **8-7.02 LOS ANGELES COUNTY CODE, TITLE 33, EXISTING CODE**  
17 **ADOPTED**

18 Los Angeles County Existing Building Code Chapter 2 through 4, 15, 16 and Appendix  
19 Chapter A1, A3, A4 and A6 of the Title 33, the 2019 Los Angeles County Existing  
20 Building Code, as amended and in effect on or before January 1, 2020, adopting the  
21 2019 California Existing Building Code, is hereby adopted by reference pursuant to the  
22 provisions of Sections 50022.1 through 50022.10 of the Government Code of the State  
23 of California as though fully set forth herein, and made a part of the Huntington Park  
24 Municipal Code with the same force and effect as though set out herein in full, including  
25 all of the regulations, revisions, conditions and terms contained therein.

26 Not less than one copy of said Title 33 of the Los Angeles County Existing Building  
27 Code together with any and all amendments thereto proposed by the City of Huntington  
28 Park, has been and is now filed in the office of the Building and Safety Division and  
shall be remain on file with Building Official, and shall collectively be known as the  
*City of Huntington Park Existing Building Code* and may be cited as Title 8 Chapter 7  
of the City of Huntington Park Municipal Code.

**8-7.03 EFFECT OF ADOPTION**

The adoption of this Code and the repeal, addition or amendment of ordinances by this  
code shall not affect the following matters:

- (A) Actions and proceedings which began the effective date of this code.
- (B) Prosecution for ordinance violations committed before the effective date  
of this code.
- (C) Licenses and penalties due and unpaid at the effective date of this code,  
and the collection of these licenses and penalties.
- (D) Bonds and cash deposits required to be posted, filed or deposited pursuant  
to any ordinance.

1 (E) Matters of record which refer to or are connected with ordinances the  
2 substances of which are included in this code; these references shall be construed  
3 to apply to the corresponding provisions of the code.

4 **8-7.04 PENALTY; VIOLATIONS.**

5 (A) *General penalty; continuing violations.* Every act prohibited or declared  
6 unlawful and every failure to perform an act required by this code is a misdemeanor or  
7 an infraction as set forth in the said respective pertinent sections of this code and any  
8 person causing or permitting a violation of any such section of said code shall be subject  
9 to the penalties ascribed to each such section as set forth herein. Where silent as to  
10 whether a violation is a misdemeanor or infraction, the City Attorney may prosecute  
11 such violation as either a misdemeanor or infraction in his/her discretion.

12 (B) *Violations including aiding, abetting, and concealing.* Every person who  
13 causes, aids, abets or conceals the fact of a violation of this code is guilty of violating  
14 this code.

15 (C) *Enforcement by civil action.* In addition to the penalties provided herein, the  
16 said code may be enforced by civil action. Any condition existing in violation of this  
17 code is a public nuisance and may be summarily abated by the city.

18 **TITLE 8**  
19 **BUILDING REGULATIONS**  
20 **CHAPTER 10**  
21 **ELECTRICAL CODE**

22 **8-10.01 ELECTRICAL CODE ADMINISTRATION**

23 Except as hereinafter changed or modified, the administration of the Electrical Code shall  
24 be as set forth in 8-1.01 Building Code Administration of this Code.

25 **SECTION 101 – TITLE, PURPOSE, INTENT AND SCOPE**

26 **101.1 Title.** Title 8 Building Regulations, Chapter 10 of the City of Huntington Park  
27 Municipal Code shall be known as the Electrical Code of the City of Huntington Park,  
28 may be cited as such, and will be referred to herein as “these regulations” or “these  
building standards “or “this Code.”

**101.3 Scope and Applicability** The provisions of this Code shall apply to the erection,  
alteration, installation, repair, movement, improvement, removal connection or  
conversion of any electrical equipment and/or appliances or any other electrical work  
regulated by this Code within the City.

**Exception:** The provisions of this Code shall not apply to public utilities; or to electrical  
wiring for street lighting or traffic signals located primarily in a public way; or to  
mechanical equipment not specifically regulated in this Code. The provisions of this Code  
shall not apply to any electrical work performed by or for any electrical corporation,  
telephone corporation, telegraph corporation, railroad corporation or street railroad  
corporation on or with any electrical equipment owned or controlled and operated, or used

1 by and for the exclusive benefit of, such corporation in the conduit of its business as a  
2 public utility, or to any other work which any such corporation may be entitled by law to  
3 perform without payment of any local tax; but all provisions of this Code shall apply  
4 insofar as they may consistently with the above be applicable to all other electrical work  
5 performed by or for any such corporation.

6 The terms "electrical corporation", "telephone corporation", railroad corporation", and  
7 "street railroad corporation" are herein used as said terms are respectively defined in the  
8 Public Utility Code of the State of California; and such terms shall also be deemed to  
9 include similar utilities which are municipally or governmentally owned and operated.

10 Where, in any specific case, different sections of this Code specify different materials,  
11 methods of construction or other requirements, the most restrictive shall govern. Where  
12 there is a conflict between a general requirement and a specific requirement, the specific  
13 requirement shall be applicable.

14 In the event any differences in requirements exist between the accessibility requirements  
15 of this Code and the accessibility requirements of the California Code of Regulations,  
16 Title 24 (also referred to as the California Building Standards Code), then the California  
17 Code of Regulations shall govern.

18 **106.1 Plan Check Requirements.** When required by the building official to verify  
19 compliance with this Code, relevant laws, ordinances, rules and regulations; plans and,  
20 when deemed necessary by the building official, calculations, and other required data shall  
21 be submitted for plan review. The building official may require plans and calculations to  
22 be prepared by an engineer registered by the State to practice as such. Only after the plans  
23 have been approved may the applicant apply for an electrical permit for such work. The  
24 building official may also require such plans be reviewed by other departments and/or  
25 divisions of the City to verify compliance with the laws and ordinances under their  
26 jurisdiction.

27 Separate Electrical Code plan review is required for any of the following:

- 28 1- To verify compliance with State energy requirements when such information is not  
shown completely on the building plans;
- 2- Any installation of any equipment rated at 400 amperes or larger;
- 3- Any installation of a subpanel, switchboard or motor control center having a rating of  
400 amperes or larger;
- 4- Any installation of a motor rated more than 10 HP;
- 5- Any installation of a transformer, generator, uninterruptable power supply (UPS),  
phase converter, capacitor, rectifier or other separately derived system;
- 6- Any installation of a storage batteries;
- 7- Any installation of equipment rated above 600V;
- 8- All motion picture theaters;
- 9- Assembly rooms having an occupant load exceeding 500 occupants;
- 10- All gas stations, repair garages and similar locations classified as Hazardous in  
Chapter 5 of this Code;
- 11- Spray booths;
- 12- Installation of lighting fixtures weighing more than 300 pounds;

1 13- Installation of any illuminated sign.

2 14- Any installation in a building of Type I-A, Type II-A , Type III-A, Type IV or Type  
3 V-A fire-resistive construction where penetrations are required of fire-resistive walls,  
4 floors or ceilings.

5 Plans, calculations, reports or documents for work regulated by this Code, relevant laws,  
6 ordinances, rules and regulations shall bear the seal, signature and number of an electrical  
7 engineer when required by the California Business and Professions Code. A seal and  
8 number shall not be required for work authorized by the said article to be performed by a  
9 person not registered or certified as an engineer or architect.

10 **106.3 Information Required on Electrical Plans.** Plans shall be drawn to scale upon  
11 substantial paper or other material suitable to the building official shall be of sufficient  
12 clarity to indicate the nature and scope of the work proposed, and shall show in detail that  
13 the proposed construction will conform to the provisions of this Code and all relevant  
14 laws, ordinances, rules and regulations.

15 The first sheet of each set of plans shall give the street address of the proposed work and  
16 the name, address and telephone number of the owner and all persons who were involved  
17 in the design and preparation of the plans.

18 Where the scope of the proposed work involves the following, unless otherwise approved  
19 by the building official, the electrical plans shall indicate the following:

- 20 (1) A complete floor plan showing the location of the proposed service and all  
21 proposed subpanels, switchboards, panelboards and/or motor control centers. All required  
22 working space dimensions shall also be indicated where required by the building official;
- 23 (2) A complete plan showing the layout, conductor size and insulation type for all  
24 proposed electric wiring in all parts of the building or structure;
- 25 (3) A legend of all symbols used and a list of all abbreviations used;
- 26 (4) A complete single line diagram with complete system grounding, water pipe  
27 bonding and other metal pipe bonding as required by the building official;
- 28 (5) The location of all proposed outlet boxes for switches, lights, receptacles and  
similar devices in all parts of the building or structure;
- (6) The location, voltage and wattage or ampere rating for each noninductive piece of  
equipment;
- (7) The location, voltage and wattage or ampere rating for each transformers,  
capacitor, ballast, converter, frequency changer and/or similar equipment;
- (8) The location, voltage and horsepower rating for all motors, generators and similar  
equipment;
- (9) The horsepower rating for all disconnects protecting more than one motor or  
protecting any piece of HVAC equipment containing more than one motor;
- (10) Panel schedules for all proposed subpanels and similar equipment;
- (11) Lighting fixture schedule;
- (12) Any other information requested by the building official.

Plans for buildings more than two stories in height of other than Group R-3 and Group U  
Occupancies shall indicate how required fire-resistive integrity will be maintained where

1 a penetration will be made for electrical and communication conduits, pipes and similar  
2 systems.

3 When deemed necessary by the building official, the first sheet of each set of plans shall  
4 indicate the building Type of Construction as defined in the City Building Code and the  
Electrical Code in effect on the date of plan check submittal.

5 **107.1 Electrical Permit Required.** No person shall erect, alter, install, repair, move,  
6 improve, remove, connect or convert, or cause the same to be done, any electrical  
equipment without first obtaining an electrical permit from the building official.

7 The issuance of a permit without first requiring a plan review shall not prevent the building  
8 official from requesting plans deemed necessary to verify that the work performed under  
9 said permit complies with this Code and all relevant laws, ordinances, rules and  
regulations.

10 **107.2 Work Exempted from Electrical Permit.** An Electrical Permit shall not be  
11 required for the following:

- 12 (1) Minor repair work such as the replacement of lamps, switches, receptacle devices  
and sockets which were previously permitted and inspected under a valid electrical permit;
- 13 (2) Connection of portable generators, portable motors, appliances, tools, power  
outlets and other portable equipment connected by means of a cord or cable having an  
14 attachment plug to a permanently installed receptacle which was previously permitted  
and inspected under a valid electrical permit;
- 15 (3) Repair or replacement of overcurrent devices;
- 16 (4) The wiring for temporary theater, motion picture or television stage sets;
- 17 (5) The repair or replacement of ground, slab, floor or roof mounted fixed motors or  
appliances of the same type and rating in the same location and which were previously  
18 permitted and inspected under a valid electrical permit. Note: Suspended or wall mounted  
equipment may be exempted from electrical permit requirements only after  
19 documentation has been submitted to and reviewed by the building official for adequate  
seismic anchorage. Separate building permit(s) may be required;
- 20 (6) That portion of electrical wiring, devices, appliances, apparatus, or equipment  
operating at less than 25 volts and not capable of supplying more than 50 watts of energy;
- 21 (7) That portion of telephone, intercom, sound, alarm, control, communication and/or  
signal wiring that is not an integral part of an appliance, and which operates at 30 volts or  
22 less. Note: Separate permit may be required from the Fire Department;
- 23 (8) Temporary decorative lighting which is not installed for more than 90 days;
- 24 (9) The installation of temporary wiring for testing or experimental purposes within  
suitable facilities specifically approved by the building official for such use.

25 Exemption from the permit requirements of this Code shall not be deemed to grant  
26 authorization for any work to be done in any manner in violation of the provisions of other  
laws or ordinances.

27 **8-10.02 LOS ANGELES COUNTY CODE, TITLE 27, ELECTRICAL CODE**  
28 **ADOPTED**

1 Los Angeles County Electrical Code Article 90, Chapter 1 through 9, and Appendices A,  
2 B, C, D, E, F, G, H, I and J, Title 27, The 2019 Los Angeles County Electrical Code, as  
3 amended and in effect on or before January 1, 2020, adopting the 2019 California  
4 Electrical Code, except as otherwise provided in said Title 27, is hereby adopted by  
5 reference pursuant to the provisions of Sections 50022.1 through 50022. 10 of the  
6 Government Code of the State of California as though fully set forth herein, and made a  
7 part of the Huntington Park Municipal Code with the same force and effect as though set  
8 out herein in full, including all of the regulations, revisions, conditions and terms  
9 contained therein .

10 Not less than one copy of said Title 27 of the Los Angeles County Electrical Code together  
11 with any and all amendments thereto proposed by the City of Huntington Park, has been  
12 and is now filed in the office of the Building and Safety Division and shall be remain on  
13 file with Building Official, and shall collectively be known as the *City of Huntington Park*  
14 *Electrical Code* and may be cited as Title 8 Chapter 10 of the City of Huntington Park  
15 Municipal Code.

16 **8-10.03 EFFECT OF ADOPTION**

17 The adoption of this Code and the repeal, addition or amendment of ordinances by this  
18 code shall not affect the following matters:

- 19 (A) Actions and proceedings which began the effective date of this code.
- 20 (B) Prosecution for ordinance violations committed before the effective date of  
21 this code.
- 22 (C) Licenses and penalties due and unpaid at the effective date of this code, and  
23 the collection of these licenses and penalties.
- 24 (D) Bonds and cash deposits required to be posted, filed or deposited pursuant  
25 to any ordinance.
- 26 (E) Matters of record which refer to or are connected with ordinances the  
27 substances of which are included in this code; these references shall be construed  
28 to apply to the corresponding provisions of the code.

**8-10.04 PENALTY; VIOLATIONS.**

(A) ***General penalty; continuing violations.*** Every act prohibited or declared unlawful  
and every failure to perform an act required by this code is a misdemeanor or an infraction  
as set forth in the said respective pertinent sections of this code and any person causing or  
permitting a violation of any such section of said code shall be subject to the penalties  
ascribed to each such section as set forth herein. Where silent as to whether a violation is  
a misdemeanor or infraction, the City Attorney may prosecute such violation as either a  
misdemeanor or infraction in his/her discretion.

(B) ***Violations including aiding, abetting, and concealing.*** Every person who causes,  
aids, abets or conceals the fact of a violation of this code is guilty of violating this code.

(C) ***Enforcement by civil action.*** In addition to the penalties provided herein, the said  
code may be enforced by civil action. Any condition existing in violation of this code is a  
public nuisance and may be summarily abated by the city.

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**TITLE 8  
BUILDING REGULATIONS  
CHAPTER 11  
MECHANICAL CODE**

**8-11.01 MECHANICAL CODE ADMINISTRATION**

Except as hereinafter changed or modified, the administration of the Mechanical Code shall be as set forth in 8-1.01 Building Code Administration of this Code.

**SECTION 101 – TITLE, PURPOSE, INTENT AND SCOPE**

**101.1 Title.** Title 8 Building Regulations, Chapter 11 of the City of Huntington Park Municipal Code shall be known as the Mechanical Code of the City of Huntington Park, may be cited as such, and will be referred to herein as “these regulations” or “these building standards “or “this Code.”

**101.3 – SCOPE.** The provisions of this Code shall apply to the erection, alteration, installation, repair, relocation, movement, improvement, removal connection or conversion, use or maintenance of any heating, ventilating, cooling, refrigeration systems, incinerators or other miscellaneous heat-producing appliances mechanical equipment and/or appliances or any other mechanical work regulated by this Code within the City.

Where, in any specific case, different sections of this Code specify different materials, methods of construction or other requirements, the most restrictive shall govern. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

In the event, any differences in requirements exist between the accessibility requirements of this Code and the accessibility requirements of the California Code of Regulations, Title 24 (also referred to as the California Building Standards Code), then the California Code of Regulations shall govern.

**106.1 Plan Check Requirements.** When required by the building official to verify compliance with this Code, relevant laws, ordinances, rules and regulations; plans and, when deemed necessary by the building official, calculations, and other required data shall be submitted for plan review. The building official may require plans and calculations to be prepared by an engineer registered by the State to practice as such. Only after the plans have been approved may the applicant apply for a mechanical permit for such work. The building official may also require such plans be reviewed by other departments and/or divisions of the City to verify compliance with the laws and ordinances under their jurisdiction.

Separate Mechanical Code plan review is required for any of the following:

- (a) To verify compliance with State energy requirements when such information is not shown completely on the building plans;
- (b) Installations where the aggregate BTU input capacity for either comfort heating or comfort cooling is more than 500,000 BTU;
- (c) Type I or Type II commercial hoods;
- (d) Parking garage exhaust ventilation systems;
- (e) Product conveying duct system;
- (f) Spray booths;

- 1 (g) Stair pressurization systems;
- 2 (h) Installation of fire dampers, smoke dampers and/or combination smoke/fire dampers;
- 3 (i) Air moving systems supplying air in excess of 2000 cfm and where smoke detectors are required in the duct work;
- 4 (j) Any installation in a building of Type I-A, Type II-A, Type III-A, Type IV or Type V-A fire-resistive construction where penetrations are required of fire-resistive walls, floors or ceilings.

5 Plans, calculations, reports or documents for work regulated by this Code, relevant laws, ordinances, rules and regulations shall bear the seal, signature and number of a mechanical engineer when required by the California Business and Professions Code. A seal and number shall not be required for work authorized by the said article to be performed by a person not registered or certified as an engineer or architect.

9 **106.3 Information Required on Mechanical plans.** Plans shall be drawn to scale upon substantial paper or other material suitable to the building official shall be of sufficient clarity to indicate the nature and scope of the work proposed, and shall show in detail that the proposed construction will conform to the provisions of this Code and all relevant laws, ordinances, rules and regulations.

10 The first sheet of each set of plans shall give the street address of the proposed work and the name, address and telephone number of the owner and all persons who were involved in the design and preparation of the plans.

11 Where the scope of the proposed work involves the following, unless otherwise approved by the building official, the mechanical plans shall indicate the following:

- 12 (a) A complete floor plan showing the location of all proposed mechanical equipment, duct work, vents, etc.;
- 13 (b) A complete plan showing the layout, diameter and material of all proposed piping;
- 14 (c) A legend of all symbols used and a list of all abbreviations used;
- 15 (d) The location of all proposed inlets, outlets, diffusers, etc.;
- 16 (e) The btu/Hr and/or cfm rating of all equipment;
- 17 (f) Any other information requested by the building official.

18 Plans for buildings more than two stories in height of other than Group R-3 and Group U Occupancies shall indicate how required fire-resistive integrity will be maintained where a penetration will be made for mechanical piping and similar systems.

19 When deemed necessary by the building official, the first sheet of each set of plans shall indicate the building Type of Construction as defined in the Building Code and the Mechanical Code in effect on the date of plan check submittal.

20 **107.1 Mechanical permit Required.** No person shall erect, alter, install, repair, move, improve, remove, connect or convert, or cause the same to be done, any mechanical equipment without first obtaining a mechanical permit from the building official.

21 The issuance of a permit without first requiring a plan review shall not prevent the building official from requesting plans deemed necessary to verify that the work performed under said permit complies with this Code and all relevant laws, ordinances, rules and regulations.

22 **107.2 Work Exempted from Mechanical permit.** A mechanical permit shall not be required for the following:

1 (a) Installation of portable appliances or equipment used for heating ventilating, or  
2 cooling (refrigeration or evaporative) which does not require either a Building Permit or  
an Electrical Permit to install;

3 (b) Repair or replacement of steam, hot, or chilled water piping, and refrigeration  
piping which were previously permitted and inspected under a valid mechanical permit;

4 (c) Repair or replacement of components to a refrigeration system which were  
previously permitted and inspected under a valid Mechanical permit.

5 (d) Repair or replacement of any component, part or assembly of an appliance which  
6 does not alter its original approval and complies with the other applicable requirements of  
this Code;

7 (e) Any unit refrigerating system.

8 Exemption from the permit requirements of this Code shall not be deemed to grant  
9 authorization for any work to be done in any manner in violation of the provisions of other  
laws or ordinances.

10 **8-11.02 LOS ANGELES COUNTY CODE, TITLE 29, MECHANICAL**  
11 **CODE ADOPTED**

12 Los Angeles County Mechanical Code Chapter 2 through Chapter 17 and Appendices B,  
13 C and D, Title 29, the 2019 Los Angeles County Mechanical Code, as amended and in  
14 effect on or before January 1, 2020, adopting the 2019 California Mechanical Code, is  
15 hereby adopted by reference pursuant to the provisions of Sections 50022.1 through  
16 50022.10 of the Government Code of the State of California as though fully set forth  
herein, and made a part of the Huntington Park Municipal Code with the same force and  
effect as though set out herein in full, including all of the regulations, revisions, conditions  
and terms contained therein.

17 Not less than one copy of said Title 29 of the Los Angeles County Mechanical Code  
18 together with any and all amendments thereto proposed by the City of Huntington Park,  
19 has been and is now filed in the office of the Building and Safety Division and shall be  
20 remain on file with Building Official, and shall collectively be known as the *City of  
Huntington Park Mechanical Code* and may be cited as Title 8 Chapter 11 of the City of  
Huntington Park Municipal Code.

21 **8-11.03 EFFECT OF ADOPTION**

22 The adoption of this code and the repeal, addition or amendment of ordinances by this  
code shall not affect the following matters:

23 (A) Actions and proceedings which began the effective date of this code.

24 (B) Prosecution for ordinance violations committed before the effective date of  
this code.

25 (C) Licenses and penalties due and unpaid at the effective date of this code, and  
the collection of these licenses and penalties.

26 (D) Bonds and cash deposits required to be posted, filed or deposited pursuant  
to any ordinance.

27 (E) Matters of record which refer to or are connected with ordinances the  
28 substances of which are included in this code; these references shall be construed  
to apply to the corresponding provisions of the code.

1  
2 **8-11.04 PENALTY; VIOLATIONS.**

3 **(A) *General penalty; continuing violations.*** Every act prohibited or declared unlawful  
4 and every failure to perform an act required by this code is a misdemeanor or an infraction  
5 as set forth in the said respective pertinent sections of this code and any person causing or  
6 permitting a violation of any such section of said code shall be subject to the penalties  
ascribed to each such section as set forth herein. Where silent as to whether a violation is  
a misdemeanor or infraction, the City Attorney may prosecute such violation as either a  
misdemeanor or infraction in his/her discretion.

7  
8 **(B) *Violations including aiding, abetting, and concealing.*** Every person who causes,  
aids, abets or conceals the fact of a violation of this code is guilty of violating this code.

9  
10 **(C) *Enforcement by civil action.*** In addition to the penalties provided herein, the said  
code may be enforced by civil action. Any condition existing in violation of this code is a  
public nuisance and may be summarily abated by the city.

11  
12 **SECTION 3: Findings of local conditions.** The Huntington Park City Council hereby  
13 finds, determines and declares that those certain amendments to the State Building Code made by  
14 the County of Los Angeles are appropriate and necessary to meet local conditions existing in the  
City of Huntington Park, and this Council hereby further finds, determines and declares that each  
15 such change is required for the protection of the public safety and is reasonably necessary because  
of local climatic, geological conditions.

16 **SECTION 4: Continuation of existing law.** Where they are substantially the same as  
17 existing law, the provisions of the City of Huntington Park Building Code shall be considered  
continuations of existing law and shall not be considered new enactments.

18 **SECTION 5: Maintenance and distribution of code.** Not less than one copy of the  
19 City of Huntington Park Building Code, duly certified by the City Clerk, shall be kept on file in  
the office of the City Clerk for 15 days for the examination and use by the public. Amendments  
20 to this code shall be noted by ordinance number on the appropriate pages of such code of this  
code and one complete file of amendatory ordinances, indexed for ready reference, shall be  
21 maintained in the office of the City Clerk for use and examination by the public. Distribution or  
22 sale of additional copies of this code shall be made as directed by the City Council. In addition,  
one copy of said City of Huntington Park Building Code may likewise be maintained by the  
23 Community Development Department for examination and use by the public.

24 **SECTION 6: Catchlines of sections.** The catchlines of the several sections of this code  
25 printed in boldface type are intended as mere catchwords to indicate the contents of the section  
and shall not be deemed or taken to be titles of such sections; nor as any part of the section, nor,  
26 unless expressly so provided, shall they be so deemed when any of such sections, including the  
catchlines, are amended or reenacted.

27  
28 **SECTION 7:** If any section, subsection, subdivision, paragraph, sentence, clause or  
phrase in this Chapter, or any part thereof is for any reason, held to be unconstitutional or invalid

1 or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or  
2 effectiveness or the remaining portions of this chapter or any part thereof. The City Council  
3 hereby declares that it would have passed each section, subsection, subdivision, paragraph,  
4 sentence, clause or phrase thereof irrespective of the fact that any one or more subsections,  
subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, or invalid or  
ineffective.

5 **SECTION 8:** This Ordinance shall take effect thirty (30) days after its final passage by  
6 the City Council.

7 **SECTION 9:** The City Clerk shall certify to the passage of this ordinance and shall cause  
8 it to be published according to legal requirements.

9 **SECTION 10:** The Building Official shall file this ordinance with the California Building  
10 Standards Commission at 2525 Natomas Park Drive, Suite 130, Sacramento, CA 95833.

11 **PASSED, APPROVED AND ADOPTED** this 21<sup>st</sup> day of January, 2020.

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Karina Macias, Mayor

15 ATTEST:

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Donna G. Schwartz, CMC  
18 City Clerk  
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