

CITY OF HUNTINGTON PARK

City Council Regular Meeting Agenda

Tuesday, May 5, 2020

6:00 p.m.
City Hall Council Chambers
6550 Miles Avenue, Huntington Park, CA 90255

Manuel “Manny” Avila
Mayor

Graciela Ortiz
Vice Mayor

Karina Macias
Council Member



Marilyn Sanabria
Council Member

Eduardo “Eddie” Martinez
Council Member

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

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

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

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

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

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

Public Comment

Certain provisions of the Brown Act are temporarily waived pursuant to Governor Newsom's Executive Order N-25-20 and N-29-20.

In the interest of Public Health and Safety in order to minimize the spread of the COVID 19 virus, you are strongly encouraged to observe the City Council meetings on the City of Huntington Park's website at www.hpca.gov.

PUBLIC COMMENT – If you would like to comment on any listed Agenda Items or Non-Agenda Items, please email the City Clerk's office at publiccomment@hpca.gov or by telephone, by calling (323) 584-6230, up until one (1) hour, prior to the start of the meeting. Public Comments will then be read during public comment and made part of the record.

The City of Huntington Park thanks you in advance for your cooperation.

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

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

Additions/Deletions to Agenda

Items of business may be added to the agenda upon a motion adopted by a minimum two-thirds vote finding that there is a need to take immediate action and that the need for action came to the attention of the City or Agency subsequent to the agenda being posted. Items may be deleted from the agenda upon the request of staff or Council.

Important Notice

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

CALL TO ORDER

ROLL CALL

Mayor Manuel “Manny” Avila
Vice Mayor Graciela Ortiz
Council Member Karina Macias
Council Member Marilyn Sanabria
Council Member Eduardo “Eddie” Martinez

INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATION(S)

Proclamation Proclaiming May 2020 as “Mental Health Awareness Month”

PUBLIC COMMENT

Pursuant to the Governor’s Executive Orders, any emailed public comment will be read into the record at this time.

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

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. Emergency City Council Meeting held April 16, 2020

- 1-2. Special City Council Meeting held April 16, 2020
- 1-3. Regular City Council Meeting held April 21, 2020

FINANCE

- 2. **Approve Accounts Payable and Payroll Warrant(s) dated May 5, 2020**

END OF CONSENT CALENDAR

REGULAR AGENDA

POLICE

- 3. **APPROVE MACHINE-AS-A-SERVICE RENEWAL SUBSCRIPTION AGREEMENT BETWEEN KNIGHTSCOPE INC. AND THE CITY OF HUNTINGTON PARK PERTAINING TO THE SERVICE OF A K-5 MODEL AUTONOMOUS ROBOT AND PROPRIETARY TECHNOLOGY SOFTWARE TO OPERATE THE ROBOT AND THE INTEGRATED SECURITY AND DATA COLLECTION FEATURES**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

- 1. Authorize the City Manager to execute a Machine-as-a-Service renewal Subscription Agreement between Knightscope Inc. and the City of Huntington Park for a term of one year, with automatic one-year renewals, until either party decides to terminate the agreement with proper notice in accordance with the termination clause of the agreement; and
- 2. Authorize the City Manager to finalize the final terms and conditions of the Agreement.

PUBLIC WORKS

- 4. **CONSIDERATION AND APPROVAL OF AWARD OF THE COTTAGE RESERVIOR FEASIBILITY UPDATE STUDY FOR WATER WELL NO. 15**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

- 1. Approve award of the proposal for the Cottage Reservoir Feasibility Update Study to Infrastructure Engineers for a not-to-exceed amount of \$31,000 from Account No. 681-8030-461-73.10; and
- 2. Authorize the City Manager or designee to execute the professional services agreement.

- 5. **CONSIDERATION AND APPROVAL OF AWARD OF A CONSTRUCTION CONTRACT FOR CIP 2019-11 HIGH-INTENSITY ACTIVATED CROSSWALK BEACON AT GAGE AVENUE AND BISSELL STREET**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the construction contract to Elecnor Belco Electric, Inc. for the construction of CIP 2019-11 High-Intensity Activated crossWalk beacon at Gage Avenue and Bissell Street as the lowest responsive, responsible bidder for a not-to-exceed amount of \$154,592 payable from Account No. 202-8080-431.73-10; and
 2. Authorize the City Manager or designee to execute the construction contract agreement.
- 6. CONSIDERATION AND APPROVAL OF AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT WITH INFRAMARK LLC**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the Amended and Restated Professional Services Agreement with Inframark LLC; and
2. Authorize the City Manager to execute the Amended and Restated Professional Services Agreement.

END OF REGULAR AGENDA

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS

COUNCIL COMMUNICATIONS

Council Member Eduardo “Eddie” Martinez

Council Member Marilyn Sanabria

Council Member Karina Macias

Vice Mayor Graciela Ortiz

Mayor Manuel “Manny” Avila

ADJOURNMENT

The City of Huntington Park City Council will adjourn to a Regular Meeting on Tuesday, May 19, 2020 at 6:00 P.M.

I.M. Susan Crum, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted at City of Huntington Park City Hall and made available at www.hpca.gov not less than 72 hours prior to the meeting. Dated this 1ST day May 2020.



M. Susan Crum, Acting City Clerk

MINUTES

Emergency Meeting of the City of Huntington Park City Council Thursday, April 16, 2020

The City Council conducted this meeting in accordance with California Governor Newsom's Executive Order N-25-20 and N-29-20.

The emergency meeting of the City Council of the City of Huntington Park, California was called to order at 11:10 a.m. on Thursday, April 16, 2020, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Karina Macias presiding.

PRESENT: Council Member(s): Eduardo "Eddie" Martinez, Marilyn Sanabria, Karina Macias, Vice Mayor Graciela Ortiz and Mayor Manuel "Manny" Avila. ABSENT: None

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

PUBLIC COMMENT – None

REGULAR AGENDA

Arnold Alvarez-Glasman, Legal, proceeded to mention that this meeting was called pursuant to Government Code Section 54956.5(a)(1), as an Emergency meeting and a motion is need to approve to hold such Emergency meeting.

Motion: Council Member Sanabria moved to call the Emergency meeting, seconded by Vice Mayor Ortiz. Motion passed 5-0-0, by the following vote:

ROLL CALL:

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

1. CONSIDERATION OF APPROVAL OF CAL OES 130 RESOLUTION DESIGNATING AUTHORIZED AGENTS OF THE CITY OF HUNTINGTON PARK FOR CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (CAL OES) PUBLIC ASSISTANCE GRANTS

City Manager Ricardo Reyes announced the item.

Motion: Council Member Sanabria moved to approve and adopt the State of California, Governor's Office of Emergency Services (Cal OES) Designation of Applicant's Agent Resolution (Cal OES Form 130 - Attachment A), and authorize the City Manager to

execute all documents necessary to file for the State of California Public Assistant Grants, seconded by Vice Mayor Ortiz. Motion passed 5-0-0, by the following vote:

ROLL CALL:

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

END OF REGULAR AGENDA

ADJOURNMENT

At 11:15 a.m., Mayor Avila adjourned the City of Huntington Park City Council to a Special Meeting immediately following the Emergency Meeting.

Respectfully submitted,

M. Susan Crum, Acting City Clerk

MINUTES

Special Meeting of the City of Huntington Park City Council Thursday, April 16, 2020

The City Council conducted this meeting in accordance with California Governor Newsom's Executive Order N-25-20 and N-29-20.

The Rules of Decorum were played prior to the start of the Regular Meeting.

The special meeting of the City Council of the City of Huntington Park, California was called to order at 11:15 a.m. on Thursday, April 16, 2020, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Manuel "Manny" Avila presiding.

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

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

INVOCATION

Invocation was led by Mayor Avila.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Vice Mayor Ortiz.

PUBLIC COMMENT – None

STAFF RESPONSE – None

REGULAR AGENDA

CITY MANAGER

- 1. AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK, CALIFORNIA ENACTING (1) A TEMPORARY EMERGENCY MORATORIUM ON THE USE OF HOTELS, MOTELS, SHORT TERM RENTALS OR OTHER RESIDENTIAL PROPERTIES FOR HIRE OR RENT LOCATED IN THE CITY OF HUNTINGTON PARK FOR CONVERTING OR UTILIZING THEIR BUSINESSES OR PROPERTIES FOR COVID-19 USES OR PURPOSES WITHOUT PRIOR CITY APPROVAL, (2) A TEMPORARY EMERGENCY MORATORIUM ON DRIVE THROUGH COVID-19 TESTING LOCATIONS WITHOUT PRIOR CITY APPROVAL, AND (3) RESTATING AND REAFFIRMING THE IMPORTANCE OF LOCAL CONTROL OVER LAND USE AND RELATED ACTIVITIES DURING THE CURRENT STATE OF EMERGENCY**

City Attorney Arnold Alvarez-Glasman announced the item.

Motion: Vice Mayor Ortiz moved to adopt Urgency Ordinance No. 2020-XX enacting (1) a Temporary Emergency Moratorium on the Use of Hotels, Motels, Short Term Rentals or Other Residential Properties for Hire or Rent Located in the City of Huntington Park for Converting or Utilizing their Businesses or Properties for COVID-19 Uses or Purposes Without Prior City Approval, (2) a Temporary Emergency Moratorium On Drive Through COVID-19 Testing Locations Without Prior City Approval, and (3) Restating and Reaffirming the Importance of Local Control Over Land Use and Related Activities During the Current State of Emergency, seconded by Council Member Sanabria. Motion passed 5-0-0, by the following vote:

ROLL CALL:

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

2. Update on City Activities Addressing COVID-19.

City Manager Ricardo Reyes announced the item and introduced Chief of Police Cosme Lozano and Director of Community Development, Sergio Infanzon, who would provide updates on this item.

Chief of Police Lozano stated that the City did form at the direction of City Council and City Manager a Task Force to address Compliance and Enforcement related concerns due to this crisis. Deployment of Police Officers has conducted on a daily basis. Three components of the Task Force are: 1) Information and Education; 2) Seeking Voluntary Compliance; and 3) Enforcement.

Director of Community Development Infanzon added that Code Enforcement and Business Licensing Officer are also part of the Task Force. The City is divided into four different regions. They have provided businesses with vast amount of information to help them navigate through this crisis.

END OF REGULAR AGENDA

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS – None.

COUNCIL COMMUNICATIONS

Council Member Martinez - None.

Council Member Sanabria wanted to thank all staff for continuing to come to work during these times. Announced the Food Pantry taking place today.

Council Member Macias wanted to thank staff and all essential workers for coming to work.

Vice Mayor Ortiz informed everyone that the Disaster Team did come up with a type of protocol to provide updates on COVID-19 relating items and thanked staff for their work.

Mayor Avila thanked everyone for putting together this meeting.

ADJOURNMENT

Mayor Avila adjourned the meeting at 11:45 a.m. in the name essential employees who are out fighting this battle, to a Regular Meeting on Tuesday, April 21, 2020 at 6:00 P.M.

Respectfully submitted,

M. Susan Crum
Acting City Clerk

MINUTES

Regular Meeting of the
City of Huntington Park City Council
Tuesday, April 21, 2020

The City Council conducted this meeting in accordance with California Governor Newsom's Executive Order N-25-20 and N-29-20.

The Rules of Decorum were played prior to 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 6:01 p.m. on Tuesday, April 21, 2020, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Manuel "Manny" Avila presiding.

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

CITY OFFICIALS/STAFF: Ricardo Reyes, City Manager; Cosme Lozano, Chief of Police; Arnold Alvarez-Glasman, Legal, Araceli Almazan, Legal; Raul Alvarez, Assistant City Manager/Acting Director of Public Works; Sergio Infanzon, Director of Community Development; Nita McKay, Director of Finance & Administrative Services; and Susan Crum, Acting City Clerk. ABSENT: Cynthia Norzagaray, Director of Parks & Recreation.

INVOCATION

Invocation was led by Mayor Macias.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Sanabria

PRESENTATIONS

A Proclamation Proclaiming April 2020 as "Autism Awareness Month" was presented and read by Vice Mayor Ortiz.

PUBLIC COMMENT

The following Public Comments were submitted within the allotted time and were read by Acting City Clerk, Susan Crum.

1. Kristen Haining, voiced her approval of Item No. 5, and asked City Council to ratify the GEA MOU.
2. Mahesh Patel, voiced his concern regarding the adoption of Ordinance No. 2020-XX (not allowing hotel's to be used for COVID-19).

STAFF RESPONSE – None

At this time, City Attorney Alvarez-Glasman asked City Council if Item No. 4 could be moved up on the agenda and discussed at this time.

Motion: Council Member Sanabria approved moving Item No. 4 up on the agenda and discussed at this time, seconded by Council Member Macias.

COMMUNITY DEVELOPMENT

4. ADOPTION OF A RESOLUTION UPHOLDING THE PLANNING COMMISSION'S DETERMINATION REVOKING CONDITIONAL USE PERMIT CASE NO. 1530 IN CONNECTION WITH REAL PROPERTY LOCATED AT 5728 SANTA FE AVENUE, HUNTINGTON PARK, CALIFORNIA AND FINDINGS THERETO

City Attorney Arnold Alvarez-Glasman presented the item. Indicated that Legal Counsel, for Appellant, submitted Appellant's Closing Arguments and the 18 page brief would be made part of the record.

City Attorney Arnold Alvarez-Glasman noted that since Council Member Martinez was not part of the body of the City Council when this item was first presented, he could not vote on this matter.

Motion: Vice Mayor Ortiz moved to receive final argument or comments from the Appellant or the City and other comments from members of the public; and 2) Adopted Resolution No. 2020-39, Upholding the Planning Commission's Determination to Revoke Conditional Use Permit (CUP) Case No, 1530 in connection with Real Property Located at 5728 Santa Fe Avenue, Huntington Park, California (Kitty Kat Bar), seconded by Council Member Sanabria. Motion passed 4-0-1, by the following vote:

ROLL CALL:

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

CLOSED SESSION

At 6:13 p.m. City Attorney Arnold Alvarez-Glasman, recessed to closed session and announced that Araceli Almazan, Legal would be attending and handling the balance of the meeting.

1. 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: Police Management Association (PMA)

2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Government Code Section 54956.9(d)(2)
One Matter

At 7:03 p.m. Mayor Avila reconvened to open session.

CLOSED SESSION ANNOUNCEMENT

Araceli Almazan, Legal, announced with all five members of the City Council present, all items of the Closed Session portion of the agenda were discussed. No final action was taken. Nothing further to report.

CONSENT CALENDAR

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

ROLL CALL:

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

OFFICE OF THE CITY CLERK

1. Approved Minute(s) of the following City Council Meeting(s):
 - 1-1. Emergency City Council Meeting held March 17, 2020 (5:30 p.m. start); and
 - 1-2. Regular City Council Meeting held March 17, 2020

FINANCE

2. Approved Accounts Payable and Payroll Warrant(s) dated March 17, 2020.

END OF CONSENT CALENDAR

REGULAR AGENDA

CITY MANAGER

3. **CONSIDERATION AND APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH VELADA CONSULTING LLC TO PROVIDE PUBLIC INFORMATION OFFICER SERVICES, PUBLIC AFFAIRS SUPPORT AND STRATEGIC PLANNING FOR SPECIALIZED ACTIVITIES**

City Manager Ricardo Reyes announced the item.

Motion: Vice Mayor Ortiz moved to approve professional services agreement with Velada Consulting LLC; and authorized the City Manager to negotiate final terms and execute professional services agreement, with a three-year contract and no renewals, seconded by Council Member Macias. Motion passed 5-0-0, by the following vote:

ROLL CALL:

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

HUMAN RESOURCES

5. CONSIDERATION AND APPROVAL OF MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF HUNTINGTON PARK AND THE HUNTINGTON PARK GENERAL EMPLOYEES' ASSOCIATION (HPGEA)

City Manager Ricardo Reyes presented the item.

Motion: Council Member Sanabria moved to approve the Memorandum of Understanding (MOU) between the City of Huntington Park and the Huntington Park General Employees' Association (HPGEA) for the period January 1, 2019 through June 30, 2024, seconded by Council Member Macias. Motion passed 5-0-0, by the following vote:

ROLL CALL:

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

PUBLIC WORKS

6. CONSIDERATION AND APPROVAL OF PURCHASE ORDER AND INSTALLATION OF FOUR SYSTEM GATE VALVES AND TWO HYDRANT VALVES REPLACEMENTS

City Manager Ricardo Reyes introduced Assistant City Manager Raul Alvarez, who would present this item, along with Items 7 and 8.

Motion: Council Member Sanabria moved to approve the purchase of four (4) system gate valves in the amount of \$46,310.00 from account 681-8030-461.73-10; Approved the purchase of two (2) hydrant valves in the amount of \$18,590.00 from account 681-8030-461.73-10; Appropriate \$18,590.00 from account 681-8030-461.73-10 for the purchase of two hydrant valves; and Authorized City Manager or designee to execute the

purchase orders. seconded by Vice Mayor Ortiz. Motion passed 5-0-0, by the following vote:

ROLL CALL:

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

7. RESOLUTION TO APPROVE ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2020-21 FUNDED BY SENATE BILL 1 THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

Assistant City Manager Raul Alvarez presented the item.

Motion: Vice Mayor Ortiz moved to Adopt Resolution No. 2020-XX approving the Fiscal Year 2020-21 project list for Senate Bill 1, the Road Repair and Accountability Act of 2017; and authorized staff to upload the resolution with the list of streets to the California Transportation Commission (CTC) website, seconded by Council Member Sanabria. Motion passed 5-0-0, by the following vote:

ROLL CALL:

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

8. CONSIDERATION AND APPROVAL OF AWARD OF A PROFESSIONAL SERVICES AGREEMENT AND PROPOSALS NECESSARY TO CONTINUE AND COMPLETE CIP 2018-08 HUNTINGTON PARK GREENWAY PROJECT

Assistant City Manager Raul Alvarez presented the item.

Motion: Vice Mayor Ortiz moved to approve a Professional Services Agreement with Klimt Consulting LLC for a not-to-exceed amount of \$60,000 payable from Account No. 152-6010-451.73-10; Approved Inframark's Request for Proposal for water meter abandonment and replacement for a not-to-exceed amount of \$44,765.60 payable from Account No. 681-8030-461.73-10; Approved Infrastructure Engineers' Request for Proposal for Geotechnical Engineering Services, however to include as part of the Scope of Work, the Study of a Privacy Fence, for a not-to-exceed amount of \$25,000 payable from Account No. 152-6010-451.73-10; and Authorized the City Manager to execute the Professional Services Agreements and Request for Proposals to continue and oversee the completion of the construction contract for CIP 2018-08 Huntington Park Greenway Project, seconded by Council Member Martinez. Motion passed 4-0-1, by the following vote:

At this time, Council Member Sanabria excused herself from making a vote on the matter and left the Chambers before the Roll Call.

ROLL CALL:

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

END OF REGULAR AGENDA

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS – None.

COUNCIL COMMUNICATIONS

Council Member Martinez thanked all staff. Reminded residents of Earth Day and the opportunity for residents to have their bulky items picked up. Wanted to take this opportunity to thank his family, especially his Mom, and most importantly his Dad, who turned 90 a couple of weeks ago. He is battling cancer and would have been present at his Swearing-In Ceremony, he would have been proud to part of the ceremony. He would like to dedicate this meeting, along with the Swearing-In Ceremony in honor of his Dad.

Council Member Sanabria thanked all staff. She also asked for clarification of what types of items could be left out on the curb during the Bulky Item pickup event occurring over the weekend.

Council Member Macias thanked staff for their help during these difficult times and reminded everyone to fill out the Census, as this will help our community to provide more resources, especially in the future, as it will be a little difficult for the city.

Vice Mayor Ortiz Welcomed and Congratulated new city employee, Cesar Roldan. Thanked staff for all their hard work. It shows that as a community, we are coming together. Thanked everyone for making our residents safe. Reminded everyone of the period for leaving bulky items out on the curb.

Mayor Avila wished a Happy Secretaries Day to all. Also mentioned that 1 in 3 helpers is a woman during this coronavirus and wanted to honor these women and let them know they are appreciated.

ADJOURNMENT

Mayor Avila adjourned the meeting at 7:30 p.m., to a Regular Meeting on Tuesday, May 5, 2020 at 6:00 P.M.

Respectfully submitted,

M. Susan Crum
Acting City Clerk

DRAFT

City of Huntington Park List of Funds

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

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
WR 5-5-2020**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
ALVAREZ-GLASMAN & COLVIN	2020-02-19235	745-9031-413.32-70	CLERK LEGAL SRVCS 2/2020	316.65
	2020-02-19237	745-9031-413.32-70	CLERK LEGAL SRVCS 2/2020	360.00
	2019-06-18571	745-9031-413.33-70	CLERK LEGAL SRVCS	2,455.91
	2019-07-18747	745-9031-413.33-70	CLERK LEGAL SRVCS	2,467.90
				\$5,600.46
AMAZON.COM SERVICES, INC.	1Y4N CR3N 7NGM	111-6010-451.61-20	P&R OFFICE SUPPLIES	286.60
	1D36 P44M M3QM	111-6020-451.61-35	AFTER SCHOOL SUPPLIES	257.56
	1VD1-W1Q4-PVH9	111-6020-451.61-35	P&R FIRST AID SUPPLIES	288.68
				\$832.84
AMERICAN SOCCER COMPANY, INC	6610838	111-6030-451.61-35	YOUTH BASKETBALL UNIFORMS	3,795.00
				\$3,795.00
ARAMARK UNIFORM & CAREER APPAREL	000534957504	741-8060-431.56-41	PW UNIFORM RENTAL SRVC	279.71
	000535024387	741-8060-431.56-41	PW UNIFORM RENTAL SRVC	208.44
	000535039437	741-8060-431.56-41	PW UNIFORM RENTAL SRVC	279.70
	000535054155	741-8060-431.56-41	PW UNIFORM RENTAL SRVC	208.44
	000535068627	741-8060-431.56-41	PW UNIFORM RENTAL SRVC	208.44
				\$1,184.73
ARROYO BACKGROUND INVESTIGATIONS	2272	111-7010-421.56-41	PD POST BACKGROUND	1,100.00
	2280	111-7010-421.56-41	PD POST BACKGROUND	1,100.00
				\$2,200.00
AT&T	000014563334	111-7010-421.53-10	PD DISPATCH PHONE SRVC	526.86
				\$526.86
AT&T MOBILITY	993625860X04142	111-7010-421.53-10	PD WIRELESS PHONES	5,166.36
				\$5,166.36
AT&T PAYMENT CENTER	4/7/20-5/6/20	111-9010-419.53-10	CITY WIDE PHONE SRVCS	33.03
	4/7/20-5/6/20	111-9010-419.53-10	CITY WIDE PHONE SRVCS	33.03
	4/7/20-5/6/20	111-9010-419.53-10	CITY WIDE PHONE SRVCS	33.03
	4/7/20-5/6/20	111-9010-419.53-10	CITY WIDE PHONE SRVCS	33.03
	4/7/20-5/6/20	111-9010-419.53-10	CITY WIDE PHONE SRVCS	100.52
	4/7/20-5/6/20	111-9010-419.53-10	CITY WIDE PHONE SRVCS	194.02
	4/7/20-5/6/20	111-9010-419.53-10	CITY WIDE PHONE SRVCS	80.35
				\$507.01
B AND H SIGNS	18696	111-7010-421.74-10	PATROL VEHICLE DECALS	1,050.00
				\$1,050.00
BATTERY SYSTEMS INC	5494523	741-8060-431.43-20	BATTERIES SOLAR SIGN BOARD	743.05
				\$743.05
BENEFIT ADMINISTRATION CORPORATION	6028643-IN	111-2030-413.56-41	FLEX ADMIN FEES	50.00
	6028668-IN	111-2030-413.56-41	FLEX ADMIN FEES	50.00
				\$100.00
BLACK AND WHITE EMERGENCY VEHICLES	3405	741-8060-431.43-20	REMOVE & INSTALL LIGHTBAR	1,141.25
				\$1,141.25
BOB BARKER COMPANY INC.	WEB000664129	121-7040-421.56-14	PD JAIL SUPPLIES	425.10
				\$425.10
CALIF PUBLIC EMPLOYEES RETIREMENT	PPE 03/22/2020	111-0000-217.30-10	CITYWIDE RETIREMENT BENEFIT	39,298.48
	PPE 03/22/2020	111-0000-218.10-10	CITYWIDE RETIREMENT BENEFIT	70,402.13

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CALIF PUBLIC EMPLOYEES RETIREMENT	PPE 03/08/2020	111-0000-217.30-10	CITYWIDE RETIREMENT BENEFIT	38,816.64
	PPE 03/08/2020	111-0000-218.10-10	CITYWIDE RETIREMENT BENEFIT	69,690.81
	PPE 02/23/2020	111-0000-217.30-10	CITYWIDE RETIREMENT BENEFIT	37,903.41
	PPE 02/23/2020	111-0000-218.10-10	CITYWIDE RETIREMENT BENEFIT	70,693.90
				\$326,805.37
CALIFORNIA PUBLIC EMPLOYEES'	100000015997529	216-2030-413.23-06	2020 REPLACEMENT CHARGES	1,792.80
				\$1,792.80
CALPERS	100000016015412	111-0000-217.50-10	MEDICAL BENEFITS 5/2020	171,148.19
	100000016015412	111-9013-413.56-41	MEDICAL BENEFITS 5/2020	462.10
	100000016015412	217-7010-413.28-00	MEDICAL BENEFITS 5/2020	104,770.14
	100000016015412	217-9010-413.28-00	MEDICAL BENEFITS 5/2020	55,428.85
	100000016015412	217-9010-413.56-41	MEDICAL BENEFITS 5/2020	458.61
	100000015986526	111-0000-217.50-10	MEDICAL BENEFITS 4/2020	169,423.62
	100000015986526	111-9013-413.56-41	MEDICAL BENEFITS 4/2020	457.44
	100000015986526	217-7010-413.28-00	MEDICAL BENEFITS 4/2020	107,452.46
	100000015986526	217-9010-413.28-00	MEDICAL BENEFITS 4/2020	56,847.93
	100000015986526	217-9010-413.56-41	MEDICAL BENEFITS 4/2020	468.98
				\$666,918.32
CALPRIVATE BANK	244921EARTKSAWG	111-0110-411.58-21	REIMBURSEMENT CCCA CONF	35.00
	2423168E2RBGHNQ	111-0110-411.66-05	COUNCIL OFFICE SUPPLIES	25.80
	2469216E22Y1QMW	111-0110-411.66-05	COUNCIL MEETING EXPENSE	85.00
	2442733ERLM7MTD	111-0210-413.61-20	ADMIN OFFICE SUPPLIES	16.08
	2455930EFS66GW0	111-0210-413.61-20	CACEO MEMBERSHIP-HAINING	95.00
	2455930EFS66GW0	111-0210-413.61-20	CACEO MEMBERSHIP-SCHUCH	95.00
	2455930EFS66GW0	111-0210-413.61-20	CACEO MEMBERSHIP-ZAPIEN	95.00
	2455930EFS66GW0	111-0210-413.61-20	CODE ENF TRAINING-ZAPIEN	430.00
	2476789EA7XW3SR	111-0210-413.61-20	CM MEMBERSHIP RENEWAL	119.95
	2469216EA2XHMD	111-8022-419.43-10	PUBLIC WORKS SUPPLIES	501.02
	2469216EN2XSGFW	111-8024-421.43-10	PUBLIC WORKS SUPPLIES	521.88
	2461043E909FDLG	111-8095-431.61-50	PW GRAFFITI SUPPLIES	4,954.56
CALPROMAX ENGINEERING, INC.	1	111-8080-431.73-10	ATP CYCLE II PROJECT	54.18
	1	202-8080-431.73-10	ATP CYCLE II PROJECT	17,039.64
	1	210-8080-431.73-10	ATP CYCLE II PROJECT	5,906.82
	1	222-8080-431.73-10	ATP CYCLE II PROJECT	36.86
				\$23,037.50
CENTRAL BASIN MWD	HP-MAR20	681-8030-461.41-00	POTABLE WATER-MARCH 2020	140,412.89
				\$140,412.89
CENTRAL FORD	352906	741-8060-431.43-20	WHEEL SENSORS UNIT # 987	129.06
	352945	741-8060-431.43-20	ABS CONTROL MODULE # 297	845.42
	353053	741-8060-431.43-20	BOLT GROMMETS, 2&3 VALVE	659.77
	C58676	741-8060-431.43-20	ABS CONTROL MODULE # 297	145.00
				\$1,779.25

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CHAMPION CJD	597930	741-8060-431.43-20	AC LINES PD UNIT # 955	373.74
				\$373.74
CHARTER COMMUNICATIONS	0467069040720	111-7010-421.53-10	PD INTERNET SRVC 4/7/20-5/6/20	1,650.00
	0511379031320	111-7010-421.53-10	PD INTERNET SRVC 3/13/20-4/12/20	154.98
	0511379041320	111-7010-421.53-10	PD INTERNET SRVC 4/13/20-5/12/20	154.98
	0511353041920	111-9010-419.53-10	C.H. INTERNET SRVC 4/19/20-5/8/20	194.97
				\$2,154.93
CITY OF LAKEWOOD	4910	681-8030-461.42-05	ALESHIRE & WYNDER 3/2020	144.60
				\$144.60
COMMERCIAL TIRE COMPANY	1-159030	741-8060-431.43-20	BUS/SHUTTLE TIRES	1,239.96
	1-GS158989	741-8060-431.43-20	PD TIRES CROWN VIC VEHICLE	772.62
				\$2,012.58
CONCENTRA MEDICAL CENTERS	67735470	111-2030-413.56-41	CADET PHYSICAL EXAMS	361.00
				\$361.00
COSME LOZANO	423	229-7010-421.56-12	REPLENISH NARCOTICS FUND	4,336.00
				\$4,336.00
COUNTY OF L.A. DEPT OF PUBLIC WORKS	CIP 2018-10-ZOE	111-8020-432.76-03	NOTICE EXEMPT FILING FEE	75.00
	04/14/2020	202-8080-431.73-10	EXEMPTION FILING FEE	75.00
	REPW20040604898	222-8010-431.73-10	T. SIGNAL CONTROLLERS	7,376.04
	04/20/2020	741-8060-431.42-05	UNDERGROUND STORAGE TANKS	783.00
				\$8,309.04
CREATIVE BUS SALES, INC.	5197780	741-8060-431.43-20	BUS/SHUTTLE WINDOW REPAIR	801.04
				\$801.04
DE LAGE LANDEN	67697899	111-9010-419.44-10	CITY HALL COPIER LSE 5/2020	2,092.10
				\$2,092.10
DEPARTMENT OF ANIMAL CARE & CONTROL	MARCH 2020	111-7065-441.56-41	ANIMAL HOUSING-MARCH 2020	6,770.65
				\$6,770.65
DEPARTMENT OF JUSTICE	443232	111-7030-421.56-41	PD FINGERPRINTS APPS	288.00
				\$288.00
DUNN EDWARDS CORPORATION	2009292184	111-8022-419.43-10	PAINT SUPPLIES CITY HALL	385.56
	2009292185	111-8022-419.43-10	PAINT SUPPLIES CITY HALL	12.04
	2009292229	111-8022-419.43-10	PAINT SUPPLIES CITY HALL	275.49
	2009290493	111-8095-431.61-50	GRAFFITI SUPPLIES	836.39
				\$1,509.48
EDWIN RUANO	7839	111-8020-431.43-10	CARPET PW ADMIN OFFICE	1,100.00
	7838	111-8024-421.43-10	PD RECORD WINDOW BLINDS	230.00
				\$1,330.00
ENTERPRISE FM TRUST	FBN3936081	111-7010-421.56-41	PD VEHICLE LSE 4/2020	97.04
	FBN3936081	226-7010-419.74-20	PD VEHICLE LSE 4/2021	1,121.96
				\$1,219.00
FAIR HOUSING FOUNDATION	MARCH 2020	239-0272-463.57-87	HOUSING COUNSELING 3/2020	768.38
				\$768.38

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FM THOMAS AIR CONDITIONING INC	41027	111-7024-421.56-41	PD AC REPAIRS	1,164.25
	41035	111-7024-421.56-41	AC MAINTENANCE SRVC 4/20	1,247.05
	41035	111-8020-431.56-41	AC MAINTENANCE SRVC 4/20	106.89
	41035	111-8022-419.56-41	AC MAINTENANCE SRVC 4/20	1,247.05
	41035	111-8023-451.56-41	AC MAINTENANCE SRVC 4/20	962.01
				\$4,727.25
GALLS, LLC	015406506	111-7010-421.61-20	PD UNIFORM PURCHASE	42.11
	015406513	111-7010-421.61-20	PD UNIFORM PURCHASE	42.11
				\$84.22
HASA, INC.	679633	681-8030-461.41-00	HYPO SODIUM CHLORIDE	110.99
	679634	681-8030-461.41-00	HYPO SODIUM CHLORIDE	102.45
	679635	681-8030-461.41-00	HYPO SODIUM CHLORIDE	154.71
				\$368.15
HERNANDEZ SIGNS, INC.	4319	111-6020-451.56-41	P&R-EGG HUNT SIGNS 18/19	281.14
				\$281.14
HILTI, INC.	4615660701	111-8020-431.43-10	CORE BIT BARREL	265.72
				\$265.72
HOME DEPOT - PUBLIC WORKS	2509659	111-9010-490.61-60	COVID-19 SUPPLIES	151.32
	2529413	111-9010-490.61-60	COVID-19 SUPPLIES	41.56
				\$192.88
INFRASTRUCTURE ENGINEERS	24970	111-8080-431.56-62	ENGINEERING SRVCS 3/2020	28,198.42
	24994	111-8080-431.73-10	CONSTRUC/MGNT ATP CYCLE 2	15,196.50
	24970	221-8010-431.56-41	ENGINEERING SRVCS 3/2020	28,198.42
	24993	222-8010-431.76-02	DOWNTOWN HP-IPARK 3/2020	10,405.20
	24965	222-8010-431.76-06	SLAUSON CONGESTION 3/2020	49,887.00
	24970	222-8080-431.56-41	ENGINEERING SRVCS 3/2020	4,166.66
				\$136,052.20
J & L GRAFFITI REMOVAL	1	111-8095-431.56-75	GRAFFITI SRVCS 9/15-10/1/19	17,416.50
	2	111-8095-431.56-75	GRAFFITI SRVCS 10/2-10/31/19	17,416.50
				\$34,833.00
J & J MUFFLER SHOP	03/24/2020	741-8060-431.43-20	CATALYTIC COVERTER	350.00
				\$350.00
JERRY'S AUTO BODY, INC.	31789	741-8060-431.43-20	PAINT HOOD/REMOVE DECALS	1,783.69
	31824	741-8060-431.43-20	REPAIRS DRIVER DOOR/TAILGATE	402.49
				\$2,186.18
JOEL GORDILLO	APRIL 2020	111-1010-411.56-41	VIDEOGRAPHER 4/2020	1,650.00
				\$1,650.00
JTB SUPPLY COMPANY INC	107192	221-8014-429.61-20	TRAFFIC SIGNAL SUPPLIES	1,290.24
	107202	221-8014-429.61-20	FLASHERS TRAFFIC SIGNALS	582.12
				\$1,872.36
JTD CONSULTING, INC	46820	229-7010-421.74-10	INSTALL MICROWAVE SYSTEM	54,633.29
				\$54,633.29

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KLIMT CONSULTING, LLC	19-06	239-0260-463.56-41	ADMIN SRVCS CDBG 12/2019	8,623.75
	19-07	239-0260-463.56-41	ADMIN SRVCS CDBG 1/2020	13,375.00
	19-06	239-0270-463.56-41	ADMIN SRVCS CDBG 12/2019	10,800.00
	19-07	239-0270-463.56-41	ADMIN SRVCS CDBG 1/2020	15,277.50
	19-06	242-0260-463.56-41	ADMIN SRVCS HOME 12/2019	1,417.50
	19-07	242-0260-463.56-41	ADMIN SRVCS HOME 1/2020	3,255.00
LA COUNTY SHERIFF'S DEPT	203248BL	121-7040-421.56-41	PD INMATE MEAL SERVICE	901.11
				\$901.11
LAN WAN ENTERPRISE, INC	66045	111-6010-451.56-41	P&R INTERNET INSTALLATION	840.00
	65770	111-7010-421.61-20	8 GB RAM /GRAPHICS CARD	302.11
	66044	111-9010-419.74-10	BARRACUDA EMAIL SECURITY	3,709.28
	65990	229-7010-421.74-10	PD ICI PROJECT DESKTOP	2,361.43
	65991	229-7010-421.74-10	PD ICI PROJECT TOWER	6,024.13
				\$13,236.95
LB JOHNSON HARDWARE CO.	106830	741-8060-431.43-20	GALVANIZED PIPE BUS SHUTTLE	197.09
				\$197.09
LEGAL SHIELD	GROUP #0143713	111-0000-217.60-50	ID THEFT PREMIUM 3/2020	80.70
				\$80.70
LGP EQUIPMENT RENTALS INC	114069	111-8010-431.44-10	RENTAL BOOM TRUCK	547.11
	112399	111-8010-431.61-21	1.75 YARDS CONCRETE	431.16
	113182	111-8010-431.61-21	CONCRETE SIDEWALK REPAIR	235.42
	111420A	221-8012-429.44-10	CASE721 LOADER PRKING LOT	1,029.85
	112803	741-8060-431.43-20	PD PROPANE CHECKPOINT	74.46
				\$2,318.00
LIEBERT CASSIDY WHITMORE	1495921	111-0220-411.32-70	ADMIN LEGAL SRVCS	2,184.00
	1495923	111-0220-411.32-70	ADMIN LEGAL SRVCS	50.00
	1496974	111-0220-411.32-70	ADMIN LEGAL SRVCS	627.00
				\$2,861.00
LOS ANGELES COUNTY TREASURER	IN0301176	111-7024-421.56-41	DELINQUENT HAZMAT/WASTE FEES	557.20
				\$557.20
LOZADA'S TRANSMISSIONS INC.	4048	741-8060-431.43-20	TRANSMISSION PD UNIT #903	1,725.00
				\$1,725.00
LYNBERG & WATKINS APC	54669	745-9031-413.32-70	CLERK LEGAL SRVCS	2,611.79
	54671	745-9031-413.32-70	CLERK LEGAL SRVCS	5,199.90
	54672	745-9031-413.32-70	CLERK LEGAL SRVCS	2,034.90
				\$9,846.59
MACKEY INDUSTRIAL REPAIR	4719	741-8060-431.43-20	REPLACE HYDRAULIC HOSE	180.00
				\$180.00
MICKEY COHEN MOTORS	71	741-8060-431.43-20	RENEW SHIFT SHAFT PD # 781	661.66
				\$661.66

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MR. HOSE INC.	169371	741-8060-431.61-20	4000 PSI HOSES PRES WASHER	410.87
				\$410.87
NAJAR INVESTIGATIONS, INC.	200410	111-2030-413.56-41	BACKGROUND INVESTIGATION	1,200.00
				\$1,200.00
NCM AUTOMOTIVE	HP3004	741-8060-431.43-20	SRV PATROL UNITS # 184 &186	286.65
	HP3005	741-8060-431.43-20	DECALS- UNITS # 197 & 190	1,149.75
				\$1,436.40
NEW CHEF FASHION INC.	988272	111-7022-421.61-24	PD EMPLOYEE UNIFORMS	99.20
	988330	111-7022-421.61-24	PD EMPLOYEE UNIFORMS	59.10
	988375	111-7022-421.61-24	PD EMPLOYEE UNIFORMS	99.20
				\$257.50
NORMAN A. TRAUB ASSOCIATES	19077	111-2030-413.56-41	INVESTIGATION SERVICES	572.25
	19077.1	111-2030-413.56-41	INVESTIGATION SERVICES	3,400.00
				\$3,972.25
NORTH STAR LAND SCAPE LLC	1601-71	222-8010-431.56-41	TREE TRIMMING 3/2020	2,769.00
	1601-71	535-8090-452.56-60	TREE TRIMMING 3/2020	4,718.00
				\$7,487.00
O'REILLY AUTO PARTS	2959-187177	741-8060-431.43-20	HUB ASSY PD UNIT # 915	144.24
	2959-187217	741-8060-431.43-20	IGNITION COIL UNIT # 186	114.37
	2959-187218	741-8060-431.43-20	HOOD SUPPORT PD UNIT # 904	114.32
	2959-191081	741-8060-431.43-20	PLUG WIRES PD UNIT # 952	23.27
	2959-195962	741-8060-431.43-20	ENGINE OIL ADDITIVES	178.45
	2959-217456	741-8060-431.43-20	ELECTRONIC CONTROL # 199	706.43
	2959-218860	741-8060-431.43-20	TUBE FUEL UNIT # 974	234.33
	2959-218991	741-8060-431.43-20	AIR & OIL FILTERS	166.05
	2959-219273	741-8060-431.43-20	AIR BAG LAMP	50.51
	2959-219839	741-8060-431.43-20	MULTI AUTO 12 VOLT RELAYS	113.65
	2959-219907	741-8060-431.43-20	TUBE LINE UNIT # 952	12.33
	2959-220042	741-8060-431.43-20	OIL FILTER WRENCH # 973	11.01
	2959-221697	741-8060-431.43-20	IDLER PULLEY & THERMOSTAT	78.15
	2959-221802	741-8060-431.43-20	O2 SENSORS PD UNIT # 952	203.76
	2959-222319	741-8060-431.43-20	SHOP TOOL- ENGINE BRACK	596.47
	2959-222454	741-8060-431.43-20	PARTS FOR PD UNIT # 155	1,512.30
	2959-224345	741-8060-431.43-20	HEADLIGHT BULBS PD UNITS	228.53
	2959-224346	741-8060-431.43-20	STRUT SPECIAL TOOL SET	27.55
	2959-224540	741-8060-431.43-20	FUEL CAPS UNIT # 353	37.88
	2959-225516	741-8060-431.43-20	BRAKE PAD SET UNIT # 353	124.44
	2959-225518	741-8060-431.43-20	ALIGNMENT BOLTS CHAMBER	176.18
	2959-225541	741-8060-431.43-20	DISTRIBUTOR CAP UNIT 180	70.58
	2959-225700	741-8060-431.43-20	A/C COMPRESSOR UNIT #349	301.61
2959-226079	741-8060-431.43-20	ALTERNATOR FOR UNIT # 913	181.08	
2959-226092	741-8060-431.43-20	FUEL PUMP UNIT # 184	237.42	

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O'REILLY AUTO PARTS	2959-226339	741-8060-431.43-20	BRAKE PAD SET	745.05
	2959-226341	741-8060-431.43-20	NYLON RIVES	33.90
	2959-22639	741-8060-431.43-20	BATTERY CHARGING MAINTAIN	765.29
	2959-226715	741-8060-431.43-20	ROTORS PD UNIT # 982	616.94
	2959-226716	741-8060-431.43-20	AIR FILTER	80.68
	2959-228509	741-8060-431.43-20	NYLON RIVES CREDIT	-8.20
OLIVAREZ MADRUGA, LLP	10375	745-9031-413.32-70	ADMIN LEGAL SRVCS 3/2020	1,533.98
				\$1,533.98
OSUNA SINALOA AUTO GLASS CORP	I000835	741-8060-431.43-20	REMOVE/INSTALL BUS WINDOW	298.33
	I000836	741-8060-431.43-20	REPLACE WINDOW MOTOR	175.00
				\$473.33
PARS	45357	111-9010-419.56-41	PARS ARS FEES 2/2020	421.20
	45214	216-3010-415.56-41	PARS REP FEES	2,388.10
				\$2,809.30
PRO FORCE LAW ENFORCEMENT	406627	225-7120-421.74-10	PD TASER BATTERIES	1,420.25
				\$1,420.25
PRUDENTIAL OVERALL SUPPLY	52356299	111-6010-451.56-41	P&R MAT CLEANING SRVC	139.68
				\$139.68
PURCHASE POWER	04/12/2020	111-7040-421.56-41	PD POSTAGE FEES	513.69
				\$513.69
R&P WOOD PRODUCTS INC	202267	535-8090-452.61-20	LODGE POLES TREE STAKING	985.50
				\$985.50
RAMCAST ORNAMENTAL SUPPLY CO, INC.	0789718-IN	111-8024-421.43-10	PD RECEIVER ENTRY GATE	76.07
	0791546-IN	111-8024-421.43-10	CHAIN FOR POLICE GATE	65.08
				\$141.15
REFRIGERATION SUPPLIES DISTRIBUTOR	1526491-00	111-8024-421.43-10	PD TUBE BUNDLE HEATER	1,996.73
	1526953-00	111-8024-421.43-10	PD AC REMOTE CONTROL	183.92
				\$2,180.65
RIO HONDO COLLEGE	1920-RG-HUNTING	111-7010-421.59-15	PD 19/20 3 QUARTER RANGE	800.00
				\$800.00
ROADLINE PRODUCTS INC	15578	221-8012-429.61-20	FAST DRY-RED PAINT	992.25
				\$992.25
SOUTH BAY FORD	HP20003	111-7010-421.74-10	2020 FORD POLICE INTERCEPTOR	41,117.67
	HP20004	111-7010-421.74-10	2020 FORD RANGER PICKUP	27,054.18
				\$68,171.85
SOUTH COAST AIR QUALITY MGMT DISTR.	3615049	741-8060-431.42-05	ANNUAL FEE FOR DIESEL	421.02
	3615188	741-8060-431.42-05	ANNUAL FEE FOR DIESEL	421.02
	3617999	741-8060-431.42-05	EMMISSIONS FEE FY	136.40
	3618417	741-8060-431.42-05	EMMISSIONS FEE FY	136.40
				\$1,114.84

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
WR 5-5-2020**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
SOUTHERN CALIFORNIA EDISON	3/6/20-4/6/20	111-7024-421.62-10	PD VARIOUS SRVC ACCTS	4,470.47
	3/18/20-4/16/20	111-8020-431.62-10	6900 BISSELL SRVC ACCT	1,191.73
	3/6/20-4/21/20	111-8022-419.62-10	VARIOUS SRVC ACCTS	1,124.43
	3/6/20-4/8/20	111-8022-419.62-10	VARIOUS SRVC ACCTS	1,219.58
	3/6/20-4/8/20	111-8023-451.62-10	VARIOUS SRVC ACCTS	2,664.59
	3/26/20-4/24/20	535-8016-431.62-10	3220 OLIVE ST SRVC ACCT	32.27
	3/5/20-4/17/20	535-8016-431.62-10	VARIOUS SRVC ACCTS	13,775.82
	3/5/20-4/17/20	681-8030-461.62-20	VARIOUS SRVC ACCTS	12,928.87
	3/6/20-4/8/20	681-8030-461.62-20	VARIOUS SRVC ACCTS	5,016.96
				\$42,424.72
SPARKLETTS	15142085 042320	111-0110-411.66-05	COUNCIL DRINKING WATER	48.41
	15142085 042320	111-0210-413.61-20	ADMIN DRINKING WATER	48.42
	15142085 042320	111-1010-411.61-20	CLERK DRINKING WATER	2.00
	15142085 042320	111-2030-413.61-20	HR DRINKING WATER	21.84
	15142085 042320	111-3010-415.61-20	FINANCE DRINKING WATER	45.30
	15142085 042320	111-5010-419.61-20	COMU DEVE DRINKING WATER	50.54
	15142085 042320	111-5055-419.61-20	CODE ENFORCE DRINKING WATER	16.85
	15142085 042320	111-6010-451.61-20	P&R MAIN REC DRINKING WATER	90.04
	19438227 040820	111-7010-421.56-41	ACCT # 844290419438227	317.64
	15142085 042320	111-8020-431.61-20	PD ADMIN DRINKING WATER	55.29
	15142085 042320	111-8080-431.61-20	PW ENGINEERING DRINKING WATER	16.85
				\$713.18
SPRINT SOLUTIONS, INC	475527450-001	111-6010-451.56-41	P&R WALKIE TALKIE SRVC	909.24
				\$909.24
ST FRANCIS, LLC.	1661076	221-8014-429.56-41	TRAFFIC SIGNAL MAINT-3/20	5,683.00
				\$5,683.00
STAPLES ADVANTAGE	8054564110	111-0110-411.66-05	COUNCIL OFFICE SUPPLIES	194.00
	8054564110	111-0210-413.61-20	ADMIN OFFICE SUPPLIES	137.91
	8054564110	111-1010-411.61-20	CLERK OFFICE SUPPLIES	576.13
	8054564110	111-2030-413.61-20	HR OFFICE SUPPLIES	484.57
	8054564110	111-5010-419.61-20	COMU DEVE OFFICE SUPPLIES	125.77
	8054564110	111-6020-451.61-35	P&R OFFICE SUPPLIES	86.60
	8054564110	111-7010-421.61-20	PD ADMIN OFFICE SUPPLIES	311.96
	8054564110	111-7040-421.61-31	PD RECORD OFFICE SUPPLIES	164.22
	8054564110	111-8020-431.61-20	PW OFFICE SUPPLIES CREDIT	-27.36
				\$2,053.80
SUPERCO SPECIALTY PRODUCTS	PSI332352	111-9010-419.61-60	COVID-19 SUPPLIES	896.59
				\$896.59
SUPERION, LLC	276718	111-9010-419.43-15	FINANCIAL SYSTEMS 5/2020	11,588.13
				\$11,588.13
T2 SYSTEMS CANADA INC.	INVSTD000054534	111-8010-415.56-41	WARRANTY PAY STATIONS	22,050.00
				\$22,050.00

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
WR 5-5-2020**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
TETRA TECH, INC	51575535	681-8030-461.76-07	ANALYSIS WELL 15 RESERVOI	10,000.00
				\$10,000.00
THE GAS COMPANY	3/10/20-4/8/20	111-7024-421.62-10	VARIOUS SRVC LOCATIONS	623.22
	3/10/20-4/8/20	111-8020-431.62-10	VARIOUS SRVC LOCATIONS	251.03
	3/10/20-4/8/20	111-8022-419.62-10	VARIOUS SRVC LOCATIONS	419.79
	3/10/20-4/8/20	111-8023-451.62-10	VARIOUS SRVC LOCATIONS	307.56
				\$1,601.60
TRI-TECH FORENSICS INC	252687	111-9010-419.61-60	PD COVID-19 SUPPLIES	432.00
				\$432.00
TYCO FIRE & SECURITY US MANAGEMENT	34169021	111-7010-421.56-41	PD SECURITY 5/1-7/31/20	4,245.32
				\$4,245.32
VALLARTA COLLISION & BODY SHOP INC.	2620	741-8060-431.43-20	REPAIRS PD UNIT # 977	1,650.00
				\$1,650.00
VELADA CONSULTING LLC	011	111-0210-413.56-41	GOV.RELATIONS SRVC 2/8-3/8/20	5,000.00
				\$5,000.00
VERIZON WIRELESS	9852712062	111-0110-411.53-10	COUNCIL CELL 3/17-4/16/20	374.17
	9852712062	111-0210-413.53-10	ADMIN CELL 3/17-4/16/20	183.52
	9852712062	111-1010-411.15-23	CLERK CELL 3/17-04/16/20	258.20
	9852712062	111-3010-415.53-10	FIN CELL 3/17-4/16/20	67.84
	9852712063	111-5055-419.53-10	ACCT # 572557978-00004	225.88
	9852712062	111-6010-419.53-10	P&R CELL MONITOR 3/17-4/16/20	215.08
	9851625920	111-6010-451.56-41	PARKS CARD 3/2-4/1/20	38.01
	9851625920	111-8010-431.53-10	PW CELL 3/2/20-4/1/20	1,240.81
	9851625920	111-8020-431.61-20	PW CELL 3/2/20-4/1/20	114.00
	9851625920	681-8030-461.53-10	PARKS CARD 3/2-4/1/20	114.03
				\$2,831.54
WATER REPLENISHMENT DISTRICT OF	2019-06-T22-16	681-8030-461.42-05	TITLE 22 MONITORING	9,861.00
				\$9,861.00
WEST GOVERNMENT SERVICES	842105597	111-7030-421.56-41	WEST INFORMATION CHARGES	707.25
	842191787	111-7030-421.56-41	LIBRARY PLAN CHARGES	62.53
				\$769.78
				\$1,772,903.02



CITY OF HUNTINGTON PARK

Police Department
City Council Agenda Report

May 5, 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:

APPROVE MACHINE-AS-A-SERVICE RENEWAL SUBSCRIPTION AGREEMENT BETWEEN KNIGHTSCOPE INC. AND THE CITY OF HUNTINGTON PARK PERTAINING TO THE SERVICE OF A K-5 MODEL AUTONOMOUS ROBOT AND PROPRIETARY TECHNOLOGY SOFTWARE TO OPERATE THE ROBOT AND THE INTEGRATED SECURITY AND DATA COLLECTION FEATURES

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Authorize the City Manager to execute a Machine-as-a-Service renewal Subscription Agreement between Knightscope Inc. and the City of Huntington Park for a term of one year, with automatic one-year renewals, until either party decides to terminate the agreement with proper notice in accordance with the termination clause of the agreement; and
2. Authorize the City Manager to finalize the final terms and conditions of the Agreement.

BACKGROUND

The City of Huntington Park primarily relies on public safety personnel and city staff to provide safety for its residents and maintain the best possible quality of life environment throughout the community. To enhance the efforts of public safety personnel and city staff, technology systems in the form of fixed video surveillance cameras and license plate readers are utilized in various highly attended or travelled areas of the community, including city parks, retail districts, public buildings, and public parking lots.

In effort to alleviate demand on public safety personnel and city staff from continuing to meet the growing demand for policing high activity and crime areas in the community, and to expand the use of technology to improve safety and quality of life, staff is recommending to renew the service agreement with Knightscope Inc., to continue the service of a K-5 autonomous robot, now known to everyone as “HPRoboCop.”

APPROVE MACHINE-AS-A-SERVICE RENEWAL SUBSCRIPTION AGREEMENT BETWEEN KNIGHTSCOPE INC. AND THE CITY OF HUNTINGTON PARK PERTAINING TO THE SERVICE OF A K5 MODEL AUTONOMOUS ROBOT AND PROPRIETARY TECHNOLOGY SOFTWARE TO OPERATE THE ROBOT AND THE INTEGRATED SECURITY AND DATA COLLECTION FEATURES

May 5, 2020

Page 2 of 3

FINDINGS

In reviewing several months of relevant activity statistics, ranging from crimes in progress to residents requesting assistance through the K-5 robot Alert Button, to police personnel self-initiated activity, the following was observed;

Between June and December of 2018, a period of time when the K-5 robot was not fully deployed at Salt Lake Park, the Huntington Park Police Department registered 277 entries of police activity at Salt Lake Park, whether this activity was initiated by a park patron or self-initiated by an officer or other police personnel. Inclusive of this police activity is the following;

- 48 crime or incident reports
- 11 arrests
- 48 citations issued

The above data was compared to a like time period, one year later, June to December of 2019, while the K-5 robot was deployed and operating at full capacity. During this time period the level of police activity at Salt Lake Park diminished to 249 recorded entries, which included;

- 26 crime or incident reports
- 14 arrests
- 38 citations issued

In analyzing the provided data, it can be surmised that the K-5 robot is having a positive impact on crime and nuisance activity at Salt Lake Park, which is reducing the instances of police activity at the park. The above comparison provided a 10.11% reduction in police activity.

In short, the K-5 robot has been a public safety enhancement and a positive community program.

FISCAL IMPACT

The total cost of renewing this agreement for a term of one year is \$87,720, after an applied discount of \$15,480. This is an increase of \$15,720 from the current agreement which cost the City \$72,000 per year for the K-5 robot.

APPROVE MACHINE-AS-A-SERVICE RENEWAL SUBSCRIPTION AGREEMENT BETWEEN KNIGHTSCOPE INC. AND THE CITY OF HUNTINGTON PARK PERTAINING TO THE SERVICE OF A K5 MODEL AUTONOMOUS ROBOT AND PROPRIETARY TECHNOLOGY SOFTWARE TO OPERATE THE ROBOT AND THE INTEGRATED SECURITY AND DATA COLLECTION FEATURES

May 5, 2020

Page 3 of 3

The price increase of the renewal agreement can best, but not entirely, be attributed to an increase in cost for the following K-5 robot features, which were discounted in the current agreement;

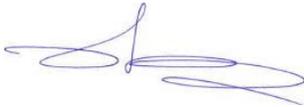
K-5 Robot Feature	Current Agreement Cost	Renewal Agreement Cost
Ultra HD Video Package	\$0 per year	\$7,200 Per year
Interactions Package	\$0 per year	\$6,000 per year

There is no impact to the current FY budget as funding is already allocated for the portion of cost remaining in this FY.

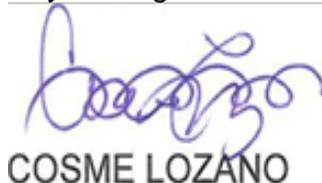
CONCLUSION

Upon Council approval, staff will proceed with recommended actions.

Respectfully submitted,



RICARDO REYES
City Manager



COSME LOZANO
Chief of Police

ATTACHMENT(S):

- A. Machine-As-A-Service Subscription Renewal Agreement
- B. Information Brochure

Attachment "A"



MACHINE-AS-A-SERVICE (MaaS) ORDER FORM (Effective January 1, 2019)

Preparation Date 11/29/2019 Proposal is valid without signature for thirty (30) days from the Preparation Date.

CUSTOMER INFORMATION

Customer Name City of Huntington Park

Customer Address 3401 E. Florence Ave. Huntington Park, CA 90255

Customer Contact Ricardo Reyes, City Manager, rreyes@hpca.gov

Deployment Site Address 3401 E. Florence Ave. Huntington Park, CA 90255

Deployment Site Contact Emmanuel Soberanis, Sr. Police Officer, esoberanis@hppolice.org, 323-302-7491

Billing Contact Accounts Payable, 6550 Miles Avenue, Huntington Park, CA 90255

TERMS

Subscription Term Twelve (12) months from 5/15/2020. The Customer is renewing a subscription term for a previously leased machine therefore no deployment services are needed.

Subscription Renewal Subscription Term will automatically renew for successive additional one-year periods ("Renewal Term") unless either Party provides the other with sixty (60) days advance written notice.

Billing Terms MaaS subscriptions payments will be billed upfront on an annual basis with the invoice issued upon commencement of the Subscription Term or then current Renewal Term.

Payment Terms Invoices are due 30 days from the invoice issuance date.

Late Payments Invoices 30 days or more past due may result in suspension of services.

PRICING

Type	K5 OUTDOOR
Price	\$78,000 per year
Number of KSOC Licenses	5
Number of Machines	1
Ultra HD Video Package +\$7,200 per year	\$7,200
Parking Monitor Package +\$4,800 per year	\$4,800
Interactions Package +\$6,000 per year	\$6,000
After-Hours Package +\$7,200 per year	\$7,200
Additional Charging Station for K3 and K5 V3.7 ADM +\$3,600 per year	N/A
Additional Docking Station for K5 v3.8 ADM +\$5,320 per year	N/A
Total Subscription Price	\$ 103,200
Custom ADM Color +\$1,500 one-time charge	N/A
Custom ADM Graphics (time & material)	N/A
Number of Machines	N/A
Total One-Time Fees	N/A
Sub-Total per ADM	\$ 103,200
Discount	(\$15,480)
Total Per ADM	\$ 87,720
CONTRACT TOTAL	\$ 87,720



This Machine-as-a-Service (MaaS) Order Form incorporates, and all equipment and services are provided exclusively subject to, the terms and condition of KnightScope's Machine-as-a-Service Subscription Agreement, available at: <https://www.knightscope.com/maas>

By executing this Order Form, Customer agrees to the terms of such Machine-as-a-Service Subscription Agreement and subscription packages terms and details described at <https://www.knightscope.com/pricing>

AGREED BY:

CUSTOMER

Signature:
Name: Ricardo Reyes
Title: City Manager
Date:

KNIGHTSCOPE, INC.

Signature:
Name: Christopher C. Reider, CPP
Title: Director Client Development
Date:

Attachment "B"

MEET THE SECURITY TEAM OF THE FUTURE

Our machines have traveled over 100,000 miles autonomously and are already making an impact on crime across the United States.

We've assisted:

- law enforcement in issuing an arrest warrant for a sexual predator
- a security officer in apprehending a thief in a retail environment
- a real estate owner in stopping a fraudulent insurance claim
- a healthcare organization in deterring vehicle break-ins
- a corporation in tracking down a vandal

How Can We Help You?



KNIGHTSCOPE

Schedule your virtual demo now at www.knightscope.com

KNIGHTSCOPE, INC. | 1070 Terra Bella Ave, Mountain View, CA 94043 | (650) 924-1025

K1 Stationary



Speed: Stationary
Terrain: In/Outdoors
Height: 62.4"
Width: 28.8"
Length: 11.2"
Weight: 150 lbs

K3 Indoors



Speed: Up to 3 mph
Terrain: Indoors
Height: 51"
Width: 24"
Length: 33"
Weight: 340 lbs

K5 Outdoors



Speed: Up to 3 mph
Terrain: Outdoors
Height: 62.5"
Width: 33.5"
Length: 36"
Weight: 398 lbs

K7 Multi-Terrain



Speed: TBA
Terrain: Multi-Terrain
Height: 57.5"
Width: 63.9"
Length: 116"
Weight: 770 lbs



KNIGHTSCOPE

Schedule your virtual demo now at www.knightscope.com

KNIGHTSCOPE, INC. | 1070 Terra Bella Ave, Mountain View, CA 94043 | (650) 924-1025

CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report



May 5, 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 AWARD OF THE COTTAGE RESERVOIR FEASIBILITY UPDATE STUDY FOR WATER WELL NO. 15

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve award of the proposal for the Cottage Reservoir Feasibility Update Study to Infrastructure Engineers for a not-to-exceed amount of \$31,000 from Account No. 681-8030-461-73.10; and
2. Authorize the City Manager or designee to execute the professional services agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Well 15 is located north of Saturn Avenue, west of Alameda Street and east of Albany Street. Traces of tetrachloroethylene (TCE) and other volatile organic compounds (VOC) have been present in the well. The City received a grant from the Water Replenishment District of Southern California (WRD), with the end goal of mitigating the existing environmental concerns and bringing back the well to working capacity by investing in a Granular Activated Carbon (GAC) system. GAC is commonly employed as an adsorption media in many surface water treatment plants. Most plants, however, also rely on GAC to provide effective filtration, as turbidity reduction is an essential element in maintaining desired water quality. WRD has diligently coordinated with the City to provide the design, construction, inspection and project oversight of the new GAC system that will remediate the existing water quality concerns to achieve sustainable drinking water in the southwestern segment of the City. Bringing back the well into production will add another level of sustainable water to the City's infrastructure and will reduce the City's dependency on purchasing water from the Central Basin Municipal Water District.

One of the concerns brought on by City staff during the construction phase was the structural integrity of the Cottage reservoir and the ability to safely receive water from

CONSIDERATION AND APPROVAL OF AWARD OF THE COTTAGE RESERVOIR FEASIBILITY UPDATE STUDY FOR WATER WELL NO. 15

May 5, 2020

Page 2 of 3

Well 15. The Cottage Reservoir requires a thorough structural engineering analysis to determine the feasibility of housing the water that is pumped from Well 15.

At the request of City staff, Infrastructure Engineers (IE) has provided a proposal (Attachment A) to review the previous Cottage Reservoir Inspection reports and detail reservoir deterioration over the course of the past reports. IE will evaluate the previous storage and fire flow capacity prior to well/reservoir shutdown and during shutdown. Based on this engineering analysis study, IE will present to the City four varying scenarios:

- Evaluate Alternate No. 1 – Install permanent by-pass, and demolish the reservoir
- Evaluate Alternate No. 2 – Reservoir size reduction by rehabilitation of the existing reservoir including all structural repairs to walls and roof, liners, coatings and safety features per industry standards or demolish/install new
- Evaluate Alternate No. 3 – Full scale reservoir rehabilitation including all structural repairs to walls and roof, liners, coatings and safety features per industry standards or demolish/install new
- Evaluate Alternate No. 4 – Do nothing, which is not an option. Staff highly does not recommend this option

City staff denoted that the Cottage Reservoir would not be available for operation upon the start-up of Well 15. The overall challenge is meeting customer demands and placing the well into production; ultimately assisting the utility meet the demands in a cost-efficient manner. City strives to provide safe drinking water to the community in an affordable and sustainable manner. Analysis and potential construction of a by-pass system and determining the structural integrity of the Cottage Reservoir will put the utility on the path of identifying the optimal course of action. Staff recommends that the City Council approve IE's proposals.

LEGAL REQUIREMENT

Utilizing IE, as the City engineers of record, to perform the feasibility study allows the City to address critical and unforeseen conditions and minimize untimely concerns due to the familiarity with the Well 15 project at its complex parameters. IE staff has an intimate knowledge of the project and the State's drinking water procedures and processes including project scope, history and surrounding project conditions.

FISCAL IMPACT/FINANCING

Staff requests City Council authorization to allocate a not-to-exceed amount of \$31,000 to Infrastructure Engineers from Account No. 681-8030-461-73.10 towards the Cottage Reservoir Feasibility Update Study.

CONCLUSION

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

**CONSIDERATION AND APPROVAL OF AWARD OF THE COTTAGE RESERVOIR
FEASIBILITY UPDATE STUDY FOR WATER WELL NO. 15**

May 5, 2020

Page 3 of 3

Respectfully submitted,

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

RICARDO REYES
City Manager

A handwritten signature in black ink, appearing to read 'Cesar Roldan', with a stylized flourish at the end.

CESAR ROLDAN
Director of Public Works

ATTACHMENT(S)

A. Infrastructure Engineers - Cottage Reservoir RFS

Attachment "A"

REQUEST FOR SERVICES

City of Huntington Park

TO: Ricardo Reyes, City Manager
DATE: November 8, 2019
FROM: Steve Forster, Senior Vice President
SUBJECT: **Cottage Reservoir Feasibility Update Project**

Acct. No.: _____

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

Description of Request: Infrastructure Engineers (IE) will provide support staff services for Preparation and Update of the Cottage Reservoir Feasibility Update project.

Scope of the work By Infrastructure Engineers

Prepare an Updated Reservoir Feasibility Report for the project to communicate the City's Priorities and Objectives to include:

- Review previous Cottage Reservoir Inspection reports and detail reservoir deterioration over the course of the past reports
- Review latest reservoir inspection report and prepare an analysis of the reservoir deterioration over the course of the time span of all the inspection reports. Include how long the reservoir has been out of service
- Coordinate evaluation with concurrent system Hydraulic Model being completed Glennet Fleming.
- Evaluate the previous storage and fire flow capacity prior to well/reservoir shutdown and during shutdown
- Evaluate Alternate No. 1 – Do Nothing, which is not an option. Provide explanation why
- Evaluate Alternate No. 2 – Install permanent bypass, connected after the booster pump station and demolish the reservoir
- Evaluate Alternate No. 3 – Reservoir size reduction by rehabilitation of the existing reservoir or demolish/install new
- Evaluate Alternate No. 4 – Full scale reservoir rehabilitation with liner including all structural repairs to walls and roof.
- Renderings used to convey project impacts and benefits

REQUEST FOR SERVICES

- Coordinate and schedule a project Kick-off meeting
- Prepare 75% draft report and meet with City to review and discuss evaluation of alternatives.
- Address City comments of 85% draft report. Revise as required and prepare 100% report for City review and schedule meeting with City to review the report.
- Finalize and address final City comments to prepare final report. Provide three (3) bound copies of report for City records.

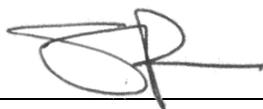
Infrastructure Engineers fee for the above tasks is indicated in the following table:

Task	Description	Cost
1	Kick off meeting and Review of Reference Documents	\$5,500
2	Review and Evaluate Alternatives 1-4	\$12,500
3	Prepare 85% Report and meeting with City Staff	\$7,000
4	Prepare Final Report and meeting with City Staff	\$4,000
5	Reimbursable (postage, mileage, reproduction etc.)	\$2,000
TOTAL		\$31,000

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

To be completed by Infrastructure Engineers:

Project Number: _____
 Projected Date of Completion: Three (3) months after RFS approval
 Project Manager: James Tsumura,
 Estimated Cost of Services: Not to exceed \$31,000



 Steve Forster, Senior Vice President

_____ 11/8/2019

 Date

APPROVED TO PROCEED:

 Ricardo Reyes, City Manager

 Date

CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report



May 5, 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 AWARD OF A CONSTRUCTION CONTRACT FOR CIP 2019-11 HIGH-INTENSITY ACTIVATED CROSSWALK BEACON AT GAGE AVENUE AND BISSELL STREET

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the construction contract to Elecnor Belco Electric, Inc. for the construction of CIP 2019-11 High-Intensity Activated crossWalk beacon at Gage Avenue and Bissell Street as the lowest responsive, responsible bidder for a not-to-exceed amount of \$154,592 payable from Account No. 202-8080-431.73-10; and
2. Authorize the City Manager or designee to execute the construction contract agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On March 17, 2020, the City Council approved the plans, specifications and estimate (PS&E) and authorized staff to advertise the Notice Inviting Bid (NIB) for CIP 2019-11 High-Intensity Activated crossWalk beacon at Gage Avenue and Bissell Street (Project). This project was originally developed based on several factors. One of the primary factors that warranted the design of this project was based on a pedestrian versus vehicle collision which occurred at the intersection of Gage Avenue and Bissell Street, resulting in a fatality.

Gage Avenue is a major east-west corridor that serves as an alternative to several of the surrounding highways/freeways in Los Angeles County. Gage Avenue is heavily traveled with both pedestrian and vehicular traffic. Residents surrounding the intersection of Gage Avenue and Bissell Street petitioned the City to install a traffic control device. A traffic study was conducted and concluded that a High-Intensity Activated CrossWalk beacon (HAWK) should be installed at the intersection of Gage Avenue and Bissell Street as a countermeasure to improve pedestrian safety.

CONSIDERATION AND APPROVAL OF AWARD OF A CONSTRUCTION CONTRACT FOR CIP 2019-11 HIGH-INTENSITY ACTIVATED CROSSWALK BEACON AT GAGE AVENUE AND BISSELL STREET

May 5, 2020

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The HAWK beacon is designed to enhance safety for pedestrians when crossing the street at mid-block crosswalks or other locations that are not controlled by stop signs or traffic signals while allowing vehicle traffic to flow when pedestrians are not crossing. HAWK signals provide safer crossing alternatives for people walking and biking than traditional crosswalks. Because the devices are only activated when walkers or bikers are present, people driving experience minimal delays. The prime objective of a HAWK is to provide pedestrians with safe crossing opportunities. As such, a reduction in pedestrian crashes would be expected to be associated with the HAWK; with the hope that a statistically significant reduction in pedestrian crashes is found after the installation.

The NIB was published on March 20, 2020 in a local newspaper of general circulation in conformance with Public Contract Code sections 20161 and 20162, which mandates California public works projects to be competitively bid. The plans and specifications were also accessed and redistributed by several electronic media outlets that post the bid package on e-bid boards.

The City Clerk opened and read the six (6) bids submitted on April 22, 2020 (Attachment B). The following is the ranking of bids commencing from the lowest responsive, responsible bid:

Bidder (lowest bid first)	Total Bid Shown on Bidder's Proposal
Elecnor Belco Electric, Inc.	\$154,592.00
International Line Builders, Inc.	\$158,171.00
Alfaro Communications Construction, Inc.	\$164,430.00
California Professional Engineering, Inc.	\$165,975.00
Calpromax Engineering, Inc.	\$199,300.00
CEM Construction Corp.	\$234,800.00

Elecnor Belco Electric, Inc. was the apparent low bidder. The bid analysis was conducted to ensure that the lowest responsive, responsible bid met all state and local requirements. Based on the investigation, staff's recommendation is to award the Project to Elecnor Belco Electric, Inc. (Attachment A) for a not-to-exceed amount of \$154,592.

LEGAL REQUIREMENT

The City has adhered to Public Contract Code sections 20161 and 20162, which mandates California public works projects to be competitively bid. The public works competitive bidding laws are intended to eliminate favoritism, fraud, and corruption in the awarding of public contracts. The City Attorney's Office reviewed the construction contract agreement in conformance with all applicable State, local and public contracting codes and will consent for proper execution by the City Manager.

The City Clerk's Office will release the bid bonds for all construction firms that were not selected after approval from the City Council.

CONSIDERATION AND APPROVAL OF AWARD OF A CONSTRUCTION CONTRACT FOR CIP 2019-11 HIGH-INTENSITY ACTIVATED CROSSWALK BEACON AT GAGE AVENUE AND BISSELL STREET

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FISCAL IMPACT/FINANCING

The adopted Fiscal Year 2019-20 Capital Improvement Program budget allocated \$250,000 from Account No. 202-8080-431.73-10 to design, construct and oversee the construction project. There current remaining balance is \$194,731 towards construction of the project.

Items	FY 2019-20 Account Number 202-8080-431.73-10
Construction	\$154,592
Construction Contingency 15%	\$23,188
Southern California Edison Permit estimate	\$16,951
Total =	\$194,731

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



CESAR ROLDAN
Director of Public Works

ATTACHMENT(S)

1. Elecnor Belco Electric, Inc. Agreement
2. Construction Bids

Attachment "A"



CONTRACTOR SERVICES AGREEMENT
CIP 2019-11 High-Intensity Activated crossWalk
beacon at Gage Avenue and Bissell Street

THIS CONTRACTOR SERVICES AGREEMENT (“Agreement”) is made and entered into this **5th day of May 2020** (hereinafter, the “Effective Date”), by and between the CITY OF HUNTINGTON PARK, a municipal corporation (“CITY”) and **Elecnor Belco Electric, Inc.** (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 and CONTRACTOR 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, 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 commence on **May 5, 2020 to December 31, 2020**. It is the CONTRACTOR’S responsibility to request an extension at least (2) days in advance of the expiration of term of the Agreement. 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 Services Exhibit “A”**.
 - 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 **\$154,592** (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 City Manager and Director of Public Works (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.

2.5 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.

- 2.6 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.
- 2.7 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 SUBCONTRACTOR 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.
- 2.8 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.
- 2.9 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 CONTRACTOR 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 One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and CONTRACTOR dual 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: A policy of workers’ compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONTRACTOR and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONTRACTOR in the course of carrying out the Work contemplated in this Agreement.
- 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 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 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.

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:

Elecnor Belco Electric, Inc.
14320 Albers Way
Chino, CA 91710
Alberto Garcia de los Angeles, President
Phone: 909-993-5470

CITY:

City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255
Attn: Ricardo Reyes, City Manager
Phone: (323) 582-6161

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 SUB-CONTRACTOR any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. SUB-CONTRACTORS (including without limitation SUB-CONTRACTORS 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(s) 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:

LOS ANGELES CONSERVATION CORPS:

By: Ricardo Reyes
City Manager

By: Alberto Garcia de los Angeles
President

Date: _____

Date: _____

APPROVED AS TO FORM:

By: City Attorney

Date: _____

EXHIBIT "A"

SCOPE OF WORK

ELECNOR BELCO ELECTRIC, INC.

BID PROPOSAL
FOR
HAWK SIGNAL AT GAGE AVENUE AND BISSELL STREET

FY 2019/2020
PROJECT NO.: 2019-11

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:

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
1	Mobilization/ Demobilization (Not to Exceed 3% Of Total of All Other Prime Contract Bid Items)	LS	1	\$2,000	\$2,000
2	Traffic Control	LS	1	\$6,000	\$6,000
3	Sawcut and Remove Existing Concrete Sidewalk	SF	150	\$11.40	\$1,710
4	Sawcut and Remove Existing Concrete Curb and Gutter	LF	10	\$105	\$1,050
5	Sawcut and Remove Existing Concrete Curb Ramp	EA	1	\$4,302	\$4,302
6	Hawk Signal System Installation for The Intersection of Gage Avenue and Bissell Street	LS	1	\$113,000	\$113,000
7	Remove and Salvage Existing RRFB, Signs, Push Button, Solar System and Post	EA	2	\$758	\$1,516
8	Remove and Salvage Existing Street Light	EA	1	\$1,000	\$1,000
9	Construct Concrete Curb Ramp	EA	2	\$6,885	\$13,770
10	Provide Traffic Signing, Striping, Marking and Curb Painting	LS	1	\$8,484	\$8,484
11	Install Public Improvement Project Signs	EA	2	\$880	\$1,760
TOTAL AMOUNT BID IN FIGURES:					\$154,592

TOTAL AMOUNT BASE BID IN WORDS: *one hundred fifty four thousand* hundred *(du)*

(du) ~~ninety two~~ *five hundred ninety two* dollars and zero cents Dollars

_____	_____
_____	_____
_____	_____
_____	_____

Prior to award of contract, Contractor shall submit a list of suppliers and vendors, in writing, to the City Engineer.

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. City of Victorville 14343 Civic Center Drive, Victorville, CA 92393
Name and Address of Agency

Greg Heldreth 760-955-5000
Name and telephone number of person familiar with project

\$447,220 Fiber Optics and Traffic Signals March 2018
Contract amount Type of work Date completed

2. City of Diamond Bar 21810 Copley Drive, Diamond Bar, CA 91765
Name and Address of Agency

Christian Malpica 909-839-7042
Name and telephone number of person familiar with project

\$389, 928 Fiber Optics and Traffic Signals September 2018
Contract amount Type of work Date completed

3. City of Mission Viejo 200 Civic Center, Mission Viejo, CA 92691
Name and Address of Agency

Phillip Nitollama 949-470-3068
Name and telephone number of person familiar with project

\$357,100 Traffic Signals September 2018
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:

<u>Willis Tower Watson</u>	<u>Zurich American Insurance Company</u>
<u>Erin Kiernan</u>	<u>Margaret Hentz</u>
<u>10 State House Square, Floor 11</u>	<u>777 S. Figueroa St. Suite 3900</u>
<u>Hartford, CT 06103</u>	<u>Los Angeles, CA 90017</u>
<u>877-945-7378</u>	<u>213-270-0757</u>

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 Elecnor Belco Electric, Inc.

Business Address: 14320 Albers Way

 Chino, CA 91710

Telephone 909-993-5470

State Contractor's License No. and Class: 738518 A, B, C-10

Original Date Issued 7/28/97 Expiration Date 7/31/21

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:

 Alberto Garcia de los Angeles - President John Wong - Vice President

 Jeroni Gervilla - Treasurer Pedro Enrile - Secretary

 14320 Albers Way, Chino, CA 91710 909-993-5470

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

 None

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

 N/A

**UNANIMOUS WRITTEN CONSENT IN LIEU OF
2019 ANNUAL MEETING OF THE BOARD OF DIRECTORS
OF
ELEC NOR BELCO ELECTRIC, INC.**

January 1, 2019

The undersigned, being all of the members of the Board of Directors (the "Board") of Elecnor Belco Electric, Inc., a California corporation (the "Company"), in lieu of holding a meeting of the Board, hereby take the following actions and adopt the following resolutions by unanimous written consent:

WHEREAS, the Board has determined that it is in the Company's best interests to appoint a revised slate of Officers of the Company.

NOW, THEREFORE, BE IT RESOLVED, that the following persons be, and hereby are, elected to the offices set forth opposite their respective names, to hold such offices until their respective successors are elected and qualified at or before the next annual meeting of the Board, or until their earlier respective deaths, resignations or removals:

President and Chief Executive Officer	Alberto Garcia De Los Angeles
Chief Financial Officer	Jeroni Gervilla
Senior Vice President, General Counsel and Assistant Secretary	Roger DeVito
Vice President for Construction	John Wong
Secretary	Pedro Enrile

FURTHER RESOLVED, that Alberto Garcia De Los Angeles, Jeroni Gervilla, Alberto Garcia and Roger DeVito in their respective capacities (listed above) subject to such supervisory powers of the Board of Directors, hereby are authorized and directed to perform all the duties commonly incident to that office; shall have authority to execute in the name of the Company contracts, leases and other written instruments to be executed by the Company; and, shall perform such other duties as the Board of Directors may from time to time determine.

FURTHER RESOLVED, that the President and Chief Executive Officer may delegate authority to any Chief Financial Officer or Chief Operating Officer or Senior Vice President or Vice President as and within their authority levels as set forth in the Company's Bylaws, as the same may be amended from time to time;

FURTHER RESOLVED, that Roger DeVito, in his capacity of Senior Vice President, is hereby authorized and directed to:

1. Negotiate, sign, amend and terminate agreements in connection with the purpose of the Company, for all contracts up to \$250,000.00, and acting jointly with Alberto Garcia De Los Angeles or Jeroni Gervilla for all contracts in amounts greater than \$250,000.00.
2. Execute, amend and finalize bid proposals in connection with the purpose of the Company, for all proposals up to \$1,000,000.00, and acting jointly with Alberto Garcia De Los Angeles or Jeroni Gervilla for all proposals in amounts greater than \$1,000,000.00.

3. Acting jointly with Alberto Garcia De Los Angeles or Jeroni Gervilla, execute, amend and finalize purchase orders for materials and equipment in connection with the purpose of the Company.
4. Acting jointly with Alberto Garcia De Los Angeles or Jeroni Gervilla, execute, amend and terminate agreements for the lease of real estate to be used as offices or job related temporary yards.
5. Acting jointly with Alberto Garcia De Los Angeles or Jeroni Gervilla, execute, amend and terminate insurance and/or bid bonds arrangements in connection with the purpose of the Company.
6. Acting jointly with Alberto Garcia De Los Angeles or Jeroni Gervilla, hire, suspend, impose sanctions and dismiss the administrative personnel of the Company, setting forth their employment terms and conditions, obligations and remuneration.
7. Acting jointly with Alberto Garcia De Los Angeles or Jeroni Gervilla, settle and claims on behalf of the Company.

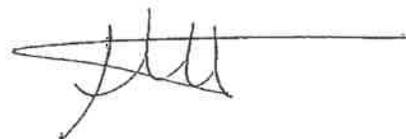
AND IT IS FURTHER RESOLVED, that all actions heretofore taken by the officers of the Company on behalf of and in the name of the Company, relating to the conduct of the business of the Company, the expenditure of money, the making of contracts and all other acts taken or omitted in the performance of their duties to the Company be, and the same hereby are, in all respects, approved, ratified and affirmed, as of the date taken, done or omitted, respectively.

The actions taken by the Board Consent shall have the same force and effect as if taken by the undersigned at a meeting of the Board of Directors, duly called and constituted pursuant to the Bylaws of the Company and the laws of the State of California. This Board Consent may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, the undersigned, being all of the members of the Board of Directors of Elecnor Belco Electric, Inc., have executed these actions by written consent as of the date first written above.



Arginhiro Ramon, Director



Luis Alcibar, Director



Alexander Arrola, Director

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, title, hands, and seals of all forenamed principals this 14th day of April, 2020.

BIDDER Elecnor Belco Electric, Inc.

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

John Wong

Printed Name

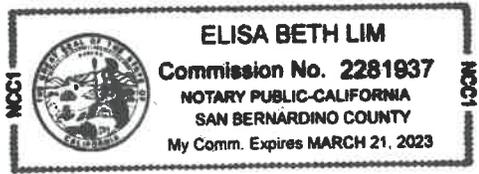
Vice President

Title

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Subscribed and sworn to this 14th day of April, 2020.

NOTARY PUBLIC  Elisa Beth Lim



CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of San Bernardino }

On April 21, 2020 before me, Elisa Beth Lim, Notary Public,
(Here insert name and title of the officer)

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

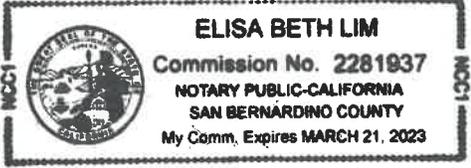
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

City of Huntington Park Bid Bond
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

- This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*
- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
 - Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
 - The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
 - Print the name(s) of document signer(s) who personally appear at the time of notarization.
 - Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~ - is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
 - The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
 - Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
 - Securely attach this document to the signed document with a staple.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of ~~California~~ ^{Connecticut}
County of Hartford)

On March 25, 2020 before me, Joshua Sanford
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

JOSHUA SANFORD
NOTARY PUBLIC - 173058
MY COMMISSION EXPIRES DEC. 31, 2021

Signature  (Seal)
Notary Public

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray**, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint, **Donna M. PLANETA, Joshua SANFORD, Aimee R. PERONDINE, Danielle D. JOHNSON, Michelle Anne MCMAHON, Bethany STEVENSON, Bryan M. CANESCHI, Kristopher PISANO, Rebecca M. STEVENSON, Nicholas TURECAMO and Tanya NGUYEN, all of Hartford, Connecticut**, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 4th day of October, A.D. 2019.



ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 4th day of October, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 25th day of March, 2020.



Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE
FOR
HAWK SIGNAL AT GAGE AVENUE AND BISSELL STREET

FY 2019/2020
PROJECT NO.: 2019-11

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 X

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

HAWK SIGNAL AT GAGE AVENUE AND BISSELL STREET

**FY 2019/2020
PROJECT NO.: 2019-11**

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

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:

Elecnor Belco Electric, Inc.

Contractor Name

1000004804

Contractor Department of Industrial Relations Registration Number:

6/30/22

Expiration Date of Registration Number

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

EXHIBIT "B"

CERTIFICATION OF FIRM'S ACCEPTANCE OF CITY OF HUNTINGTON PARK'S CONTRACTOR SERVICES AGREEMENT AND PROPOSAL FOR MODIFICATION OF TERMS (IF ANY)

By signing this form below, the firm certifies that the attached Agreement is acceptable to the firm and will be signed upon selection of the firm to perform services for the City of Huntington Park, except for request for modification of the agreement (if any), as specifically described below (or listing modifications by number that refer to attached sheets if necessary).

Name and Signature of Firm's Management Representative authorized to sign an agreement:

Name: _____

Title: _____

Signature: _____

Date: _____

Firm Name: _____

EXHIBIT "C"

FALSE CLAIMS FORM

Proposer shall provide either the certification requested below, or the information requested on the next page. Failure to certify or provide the requested information may result in a determination that the Proposer is non-responsive, and City may reject the proposal on this basis. Failure to fully and accurately provide the requested certification or information may result in a determination that the Proposer is not responsible, and City may reject the proposal on this basis as well. "False Claims Act", as used herein, is defined as either or both the Federal False Claims Act, 31 U.S.C. section 3729 et seq., and the California False Claims Act, Government Code section 12650 et seq.

FALSE CLAIMS ACT CERTIFICATION

If the Proposer has no False Claims Act violations as described above, complete the following:

I, _____ am the _____ (Print name of person responsible for submitting proposal) (Title with proposing entity)

of _____ (hereinafter, "Proposer"). (Print Name of Proposing Entity)

In submitting this proposal to the City of Huntington Park, I hereby certify that neither Proposer nor any person who is an officer of, in a managing position with, or has an ownership interest in Proposer has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act as defined above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this day of at (month and year) (city and state)

By (Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

FALSE CLAIMS ACT VIOLATIONS INFORMATION

(1) Date of Determination of Violation: _ _____

(2) Identity of tribunal or court and case name or number, if any:

(3) Government CONTRACTOR or project involved:

(4) Government agency involved:

(5) Amount of fine imposed:

(6) Exculpatory Information:

DECLARATION

I, am the _____(Print name of person responsible for submitting proposal) (Title with proposing entity)

of _____ (hereinafter, "Proposer"). (Print Name of Proposing Entity)

I declare under penalty of perjury that the above information is true and correct.

Executed this day of at (month and year) (city and state)

By (Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

EXHIBIT "D"

CIVIL LITIGATION CERTIFICATION, HISTORY, AND DECLARATION

Proposer shall provide either the certification requested below, or information requested on the next page. Failure to provide such certification or information may result in a determination that the Proposer is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Proposer is not responsible. For the five (5) years preceding the date of submittal of this Proposal, identify any civil litigation arising out of the performance of a CONTRACTOR within the State of California in which any of the following was a named plaintiff or defendant in a lawsuit brought by or against the entity soliciting Proposals: the Proposer submitting the instant Proposal, including any person who is an officer of, or in a managing position with, or has an ownership interest in, the entity submitting the Proposal. Do not include litigation which is limited solely to enforcement of mechanics' liens or stop notices. Provide on the following page labeled "Civil Litigation History Information:" (i) the name and court case identification number of each case, (ii) the jurisdiction in which it was filed, and (iii) the outcome of the litigation, e.g., whether the case is pending, a judgment was entered, a settlement was reached, or the case was dismissed.

CIVIL LITIGATION CERTIFICATION

If the Proposer has no civil litigation history to report as described above, complete the following:

I, am the _____ (Print name of person responsible for submitting proposal) (Title with proposing entity)

of _____ (hereinafter, "Proposer"). (Print Name of Proposing Entity)

In submitting this Proposal to the City of Huntington Park, I hereby certify that neither the Proposer nor any person who is an officer of, in a managing position with, or has an ownership interest in Proposer has been involved in civil litigation as described, above.

I declare under penalty of perjury that the above information is true and correct.

Executed this day of at (month and year) (city and state)

By (Signature of Person Responsible for Submitting Proposal on behalf of Proposer).

CIVIL LITIGATION HISTORY INFORMATION

(1) Name of Case:

- (2) Court case identification number:
- (3) Jurisdiction in which case was filed:
- (4) Outcome of the case:
- (6) Court case identification number:
- (7) Jurisdiction in which case was filed:

(5) Name of Case:

- (2) Court case identification number:
- (3) Jurisdiction in which case was filed:
- (4) Outcome of the case:
- (6) Court case identification number:
- (7) Jurisdiction in which case was filed:

DECLARATION

I, , am the _____ (Print name of person responsible for submitting proposal) (Title with proposing entity) of _____ (hereinafter, "Proposer"). (Print Name of Proposing Entity) I declare under penalty of perjury that the above information is true and correct. Executed this day of at (month and year) (city and state) By: (Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

END OF DOCUMENT

Attachment "B"

PROPOSAL
FOR
HAWK SIGNAL AT GAGE AVENUE AND BISSELL STREET

**FY 2019/2020
PROJECT NO.: 2019-11**

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

HAWK SIGNAL AT GAGE AVENUE AND BISSELL STREET

**FY 2019/2020
PROJECT NO.: 2019-11**

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:

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
1	Mobilization/ Demobilization (Not to Exceed 3% Of Total of All Other Prime Contract Bid Items)	LS	1	\$4,100.00	\$4,100.00
2	Traffic Control	LS	1	\$9,051.00	\$9,051.00
3	Sawcut and Remove Existing Concrete Sidewalk	SF	150	\$6.00	\$900.00
4	Sawcut and Remove Existing Concrete Curb and Gutter	LF	10	\$60.00	\$600.00
5	Sawcut and Remove Existing Concrete Curb Ramp	EA	1	\$2,416.00	\$2,416.00
6	Hawk Signal System Installation for The Intersection of Gage Avenue and Bissell Street	LS	1	\$108,466.00	\$108,466.00
7	Remove and Salvage Existing RRFB. Signs. Push Button. Solar System and Post	EA	2	\$471.00	\$942.00
8	Remove and Salvage Existing Street Light	EA	1	\$939.00	\$939.00
9	Construct Concrete Curb Ramp	EA	2	\$8,455.00	\$16,910.00
10	Provide Traffic Signing. Striping. Marking and Curb Painting	LS	1	\$9,005.00	\$9,005.00
11	Install Public Improvement Project Signs	EA	2	\$2,416.00	\$4,832.00
TOTAL AMOUNT BID IN FIGURES:					\$158,161.00

TOTAL AMOUNT BASE BID IN WORDS: one hundred fifty eight thousand one hundred sixty one Dollars
and zero cents

William Davenport- President
Title

Bidder's Signature

International Line Builder's, Inc.
Company Name

02/22/2020
Date

DESIGNATION OF SUBCONTRACTORS

BIDDER proposes to subcontract certain portions of the work, which are in excess of one-half of one percent of the bid, and to procure materials and equipment from suppliers and vendors as follows:

NAME, ADDRESS, LICENSE NO., AND PHONE NUMBER OF SUBCONTRACTORS, SUPPLIERS, AND VENDORS	PORTION OF WORK, MATERIALS, OR EQUIPMENT
Superior Pavement Markings, INC. 5312 Cypress St Cypress, CA 91020 License # 776302 # (714) 995-9100	Signing & Striping
McGair, INC. 2305 Oak Ridge Way Vista, CA 92081 # (760) 734-5031	Contractors & push Buttons
Walters Wholesale Electric Co. 200 N. Beech Street Brea, CA 92821 # (714) 784-1871	Poles & Service
DDL Traffic, INC. 14658 Central Ave. Chino, CA 91710 # (909) 240-5914	Battery Backup Systems
Hardy & Harper, INC. 32 Rancho Cielo Lake Forest, CA 92650 License # 215952 # (714) 444-1851	Concrete ramp work

Prior to award of contract, Contractor shall submit a list of suppliers and vendors, in writing, to the City Engineer.

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. City of Orange - 300 E Chapman Ave Orange, CA 92866
Name and Address of Agency
Jackie Scott (714) 744-5544
Name and telephone number of person familiar with project

<u>\$284,921.94</u>	<u>Chapman Ave & Lemon St</u> <u>Traffic Signal Improvements</u>	<u>04/30/2019</u>
Contract amount	Type of work	Date completed

2. City of Ontario - 303 East B St Ontario, CA 91764
Name and Address of Agency
Mauricio Diaz (909) 395-2000
Name and telephone number of person familiar with project

<u>\$248,570.00</u>	<u>Archibald & Mission Traffic Signal Modifications</u>	<u>11/30/2019</u>
Contract amount	Type of work	Date completed

3. City of Riverside - 3900 Main Street Riverside, CA 92509
Name and Address of Agency
Gary Hironimus (951) 826-5377
Name and telephone number of person familiar with project

<u>\$1,967,698.83</u>	<u>Woods Streets Phase 2</u> <u>Streetlight Replacement Project</u>	<u>08/30/2017</u>
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:

Willis of Minnesota (Liberty Mutual)
8400 Normandale Lake Blvd, Suite 1700
Bloomington, MN 55437
Heather Goedtel (763) 302-7159

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 International Line Builder's, Inc.

Business Address: 3955 Temescal Canyon Road

Corona, CA 92883

Telephone (951) 682-2982

State Contractor's License No. and Class: 782515 A-C10

Original Date Issued 08/07/2000 Expiration Date 08/31/2020

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:

William Davenport- President/ 3955 Temescal Canyon Road Corona, CA 92883 (951) 682-2982

Mike Bass- President/ 19020 SW Cipole Rd #A Tualatin, OR 97062 (503) 692-0193

Brad Hulquist- Vice President/ 19020 SW Cipole Rd #A Tualatin, OR 97062 (503) 692-0193

Arnold Arias- Vice President/ 2520 Rubidoux Blvd Riverside, CA 92509 (951) 682-2982

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

N/A

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

DBA: ILB Electric

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, title, hands, and seals of all forenamed principals this 21 day of April, 2020

BIDDER International Line Builder's, Inc.

3955 Temescal Canyon Road

Corona, CA 92883

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

William Davenport- President

Printed Name

President

Title

Subscribed and sworn to this _____ day of _____, 20____.

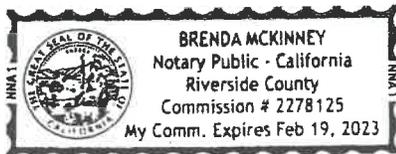
NOTARY PUBLIC See Attached.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached. and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside

Subscribed and sworn to (or affirmed) before me on this 21
day of April, 2020, by William Davenport,
President

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature Brenda McKinney

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside)

On April 27, 2020 before me, Brenda McKinney, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Brenda McKinney (Seal)





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8202635-190003

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Blake S. Bohlig, Brian D. Carpenter, Kelly Nicole Enghauser, Heather R. Goedtel, Michelle Halter, Jessica Hoff, Nicole Langer, Craig Olmstead, Laurie Pflug

all of the city of Bloomington state of Minnesota each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 21st day of November, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 21st day of November, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22nd day of April, 2020.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE

FOR

HAWK SIGNAL AT GAGE AVENUE AND BISSELL STREET

FY 2019/2020

PROJECT NO.: 2019-11

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 X

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

HAWK SIGNAL AT GAGE AVENUE AND BISSELL STREET

**FY 2019/2020
PROJECT NO.: 2019-11**

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 N/A

_____ 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

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:

International Line Builder's, Inc.

Contractor Name

1000007032

Contractor Department of Industrial Relations Registration Number:

06/30/2020

Expiration Date of Registration Number

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

PROPOSAL
FOR
HAWK SIGNAL AT GAGE AVENUE AND BISSELL STREET

FY 2019/2020
PROJECT NO.: 2019-11

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
HAWK SIGNAL AT GAGE AVENUE AND BISSELL STREET
FY 2019/2020
PROJECT NO.: 2019-11
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:

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
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5	Sawcut and Remove Existing Concrete Curb Ramp	EA	1	\$ 1100.00	\$ 1,100.00
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7	Remove and Salvage Existing RRFB, Signs, Push Button, Solar System and Post	EA	2	\$900.00	\$ 3,600.00
8	Remove and Salvage Existing Street Light	EA	1	\$ 3000.00	\$ 3000.00
9	Construct Concrete Curb Ramp	EA	2	\$ 4600.00	\$ 9,200.00
10	Provide Traffic Signing, Striping, Marking and Curb Painting	LS	1	\$8900.00	\$ 8900.00
11	Install Public Improvement Project Signs	EA	2	\$ 1300.00	\$ 2,600.00
TOTAL AMOUNT BID IN FIGURES:					\$ 164,430.00

TOTAL AMOUNT BASE BID IN WORDS: One Hundred Sixty Four Thousand and
Four Hundred Thirty Dollars



President

Bidder's Signature

Title

Alfaro Communications Construction, Inc

4/22/2020

Company Name

Date

DESIGNATION OF SUBCONTRACTORS

BIDDER proposes to subcontract certain portions of the work, which are in excess of one-half of one percent of the bid, and to procure materials and equipment from suppliers and vendors as follows:

NAME, ADDRESS, LICENSE NO.,
AND PHONE NUMBER OF
SUBCONTRACTORS, SUPPLIERS,
AND VENDORS

PORTION OF WORK,
MATERIALS, OR EQUIPMENT

Superior Pavement Markings
5312 Cypress St; Cypress, CA 96030

Item # 10, Provide
Traffic Signing, Striping
Marking & Curb Painting

license No. - 776306

Tel = 714-995-9100

Prior to award of contract, Contractor shall submit a list of suppliers and vendors, in writing, to the City Engineer.

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 Alfaro Communications Construction, Inc

Business Address: 15614 S. Atlantic Avenue, Compton , CA 90221

Telephone 310-669-8949

State Contractor's License No. and Class: 912727. Class: A,C7,C10,C27

Original Date Issued 3/20/2008 Expiration Date 5/31/2020

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:

Hugo Alfaro: President, Treasurer. 15614 S. Atlantic Avenue, Compton, CA 90221. Tel: 310-669-8949

Mayra Martinez: V. President, Secretary. 15614 S. Atlantic Avenue, Compton, CA 90221. Tel: 310-669-8949

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

None

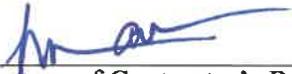
All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

None

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, title, hands, and seals of all forenamed principals this 22nd day of April, 2020.

BIDDER Alfaro Communications Construction, Inc

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

Haidi Daaifi

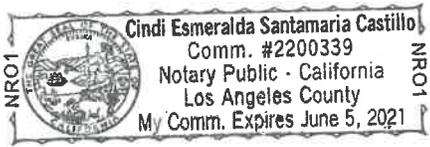
Printed Name

Contract Administrator

Title

Subscribed and sworn to this 22nd day of April, 2020.

NOTARY PUBLIC Cindi Esmeralda Santamaria Castillo



CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Los Angeles)

On 04/22/2020 before me, Cindi Esmeralda Santamaria Castillo,
(here insert name and title of the officer)

personally appeared Hugo Alfaro

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

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

WITNESS my hand and official seal.

Signature



Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of City of Huntington Park - Proposal for Hawk Signal at Gage Ave & Bissell St. Project #2019-11- Bidders Information, containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- Individual(s)
 Attorney-in-Fact
 Corporate Officer(s) President Title(s)

- Guardian/Conservator
 Partner - Limited/General
 Trustee(s)
 Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
 form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: (323) 495-6782

Other

- Additional Signer(s) Signer(s) Thumbprint(s)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of Orange }

On APR 15 2020 before me, Sheree Michel Parsons, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Irene Luong
Name(s) of Signer(s)



Place Notary Seal Above

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

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

Witness my hand and official seal

Signature [Signature]
Signature of Notary Public Sheree Michel Parsons

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer is Representing:

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer is Representing:

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here



POWER OF ATTORNEY

1043

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **YUNG T. MULLICK, JAMES W. MOILANEN, IRENE LUONG, P. AUSTIN NEFF, EMILIE GEORGE** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **TEN MILLION Dollars (\$10,000,000.00)**.

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: *Richard M Appel*
Richard Appel, SVP & Senior Counsel



Endurance American Insurance Company
By: *Richard M Appel*
Richard Appel, SVP & Senior Counsel



Lexon Insurance Company
By: *Richard M Appel*
Richard Appel, SVP & Senior Counsel



Bond Safeguard Insurance Company
By: *Richard M Appel*
Richard Appel, SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*
Amy Taylor, Notary Public - My Commission Expires 5/9/23



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: **RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT** ; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 15th day of April 2020.

By: *Daniel S. Lurie*
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Amended
Certificate of Authority

THIS IS TO CERTIFY that, pursuant to the Insurance Code of the State of California,

Endurance Assurance Corporation

of Delaware, organized under the laws of Delaware, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

**Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation,
Common Carrier Liability, Boiler and Machinery, Burglary, Credit,
Sprinkler, Team and Vehicle, Automobile, Aircraft, and Miscellaneous**

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

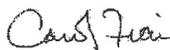
THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 23rd day of August, 2016, I have hereunto set my hand and caused my official seal to be affixed this 23rd day of August, 2016.



Dave Jones
Insurance Commissioner

By


Carol Frair
for Joel Laucher
Chief Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Los Angeles)

On 04/15/2020 before me, Cindi Esmeralda Santamaria Castillo,
(here insert name and title of the officer)

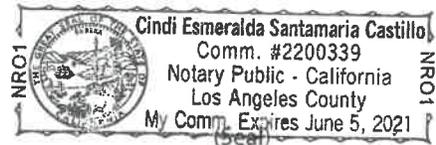
personally appeared Hugo Alfaro

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

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

WITNESS my hand and official seal.

Signature



Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of City of Huntington Park - Proposal for

Hawk Signal at Gage Avenue & Bissell Street- Bid Bond

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- Individual(s)
 Attorney-in-Fact
 Corporate Officer(s) President Title(s)

- Guardian/Conservator
 Partner - Limited/General
 Trustee(s)
 Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
 form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: (323) 495-6782

Other

Additional Signer(s) Signer(s) Thumbprint(s)

BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE
FOR
HAWK SIGNAL AT GAGE AVENUE AND BISSELL STREET

FY 2019/2020
PROJECT NO.: 2019-11

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

HAWK SIGNAL AT GAGE AVENUE AND BISSELL STREET

**FY 2019/2020
PROJECT NO.: 2019-11**

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

PROPOSAL
FOR
HAWK SIGNAL AT GAGE AVENUE AND BISSELL STREET

FY 2019/2020
PROJECT NO.: 2019-11

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

HAWK SIGNAL AT GAGE AVENUE AND BISSELL STREET

**FY 2019/2020
PROJECT NO.: 2019-11**

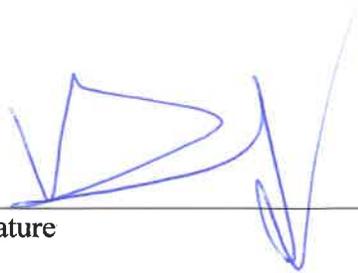
IN THE CITY OF HUNTINGTON PARK

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:

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
1	Mobilization/ Demobilization (Not to Exceed 3% Of Total of All Other Prime Contract Bid Items)	LS	1	\$ 2800	\$ 2800
2	Traffic Control	LS	1	\$ 10,000	\$ 10,000
3	Sawcut and Remove Existing Concrete Sidewalk	SF	150	\$ 6	\$ 900
4	Sawcut and Remove Existing Concrete Curb and Gutter	LF	10	\$ 58	\$ 580
5	Sawcut and Remove Existing Concrete Curb Ramp	EA	1	\$ 2270	\$ 2270
6	Hawk Signal System Installation for The Intersection of Gage Avenue and Bissell Street	LS	1	\$ 119,965	\$ 119,965
7	Remove and Salvage Existing RRFB, Signs, Push Button, Solar System and Post	EA	2	\$ 1000	\$ 2000
8	Remove and Salvage Existing Street Light	EA	1	\$ 1000	\$ 1000
9	Construct Concrete Curb Ramp	EA	2	\$ 7945	\$ 15,890
10	Provide Traffic Signing, Striping, Marking and Curb Painting	LS	1	\$ 8570	\$ 8570
11	Install Public Improvement Project Signs	EA	2	\$ 1000	\$ 2000
TOTAL AMOUNT BID IN FIGURES:					\$ 165,975

TOTAL AMOUNT BASE BID IN WORDS: One hundred sixty five thousand, nine hundred seventy five Dollars



President

Bidder's Signature

Title

California Professional Engineering, Inc.

04.21.2020

Company Name

Date

DESIGNATION OF SUBCONTRACTORS

BIDDER proposes to subcontract certain portions of the work, which are in excess of one-half of one percent of the bid, and to procure materials and equipment from suppliers and vendors as follows:

NAME, ADDRESS, LICENSE NO., AND PHONE NUMBER OF SUBCONTRACTORS, SUPPLIERS, AND VENDORS	PORTION OF WORK, MATERIALS, OR EQUIPMENT
<ul style="list-style-type: none"> • ^{V-N} Caseland Case Land Surveying, Inc. 614 N. Eckhoff St, Orange, CA 92868 P: (714) 628-8948; License # L5411 	<p>Survey subcontractor item #6 - partial</p>
<ul style="list-style-type: none"> • Superior Pavement Markings; 5312 Cypress St, Cypress, CA 90630; License # 776306 ; P:(714)995-9100 	<p>Signing & striping subcontractor item #10</p>
<ul style="list-style-type: none"> • Hardy & Harper, Inc.; 32 Rancho Circle, Lake Forest, CA 92630; License # 215952; P:(714)444-1851 	<p>Civil subcontractor item # 2, 3, 4, 5, 9</p>
<ul style="list-style-type: none"> • McCain, Inc. ; 2365 Oak Ridge Way, Vista, CA 92081 ; (760) 734-5031 	<p>Supplier: signals with PPB, controller cabinet</p>
<ul style="list-style-type: none"> • Western Systems, Inc. ; 1122 Industry St, Bldg. B; Everett, WA 98203; (425) 438-1133 	<p>Supplier: Battery Backup System</p>
<ul style="list-style-type: none"> • Gexpro ; 2099 S. State College Blvd, Suite 200, Anaheim, CA 92806; (714)-712-8561 	<p>Supplier: Poles, Anchor Bolts, Luminaires, ISNS</p>
<ul style="list-style-type: none"> • DC Drilling, Inc.; 2954 Cody Court, Riverside, CA 92503; License 995044; P:(951) 368-7789 	<p>Boring subcontractor item #6 - partial</p>

<hr/>	<hr/>

Prior to award of contract, Contractor shall submit a list of suppliers and vendors, in writing, to the City Engineer.

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. ***Please see attached**

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:

***Please see attached**

California Professional Engineering, Inc.

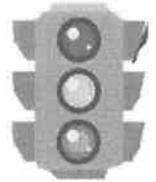
COMPLETED PRIME Projects (starting with most recent)

document last modified 01.09.2020dc

Total Contract Amount + Extra Work/CCO's	Brief Scope of Work	Approx. Commencement	Approx. Completion	Owner/Contact/Info	Project Name & No.	Approximate % Completed by CPE
\$ 2,587,172.50	Traffic Signal, Curb Ramps, Signing & Striping, SCE Underground Substructures, Concrete/Asphalt Improvements, Fiber Optic, Networking, Microwave Systems	Aug 2017	May 2019	CA DOT Manuel Ruiz 790 Via Lata, #100 Colton, CA 951-965-6327 manuel.ruiz@dot.ca.gov	Route 10, 210 #08-0E5514	90%
\$ 314,729.92	Traffic Signal, Curb Ramps, Signing & Striping, SCE Underground Substructures, Concrete/Asphalt Improvements	Oct 2018	Mar 2019	City of Corona Dennis Ralls 400 S Vicentia Ave, #210 Corona, CA 951-736-2266 dennis.ralls@coronaca.gov	Traffic Signal at Green River and Montana Ranch #2016-03	80%
\$ 354,777.54	Traffic Signal Modifications, Curb Ramps, Concrete/Asphalt Improvements	Jul 2018	Mar 2019	City of Newport Beach Eric Loke 100 Civic Center Dr Newport Beach, CA 949-644-3311 eloke@newportbeachca.gov	TS Rehabilitation FY2017-2018 #7314-1	80%
\$ 608,424.00	Traffic Signal, Curb Ramps, Signing & Striping, SCE Underground Substructures, Concrete/Asphalt Improvements, CCTV	Apr 2018	Oct 2018	City of Orange Medel Llanes 300 E Chapman Ave Orange, CA 714-744-5535 mllanes@cityoforange.org	Left Turn Phase Signal Modification Chapman Ave & Cannon St #HSIPL-5073(079) SP-3868; Batavia St & Collins Ave #HSIPL-5073(081) SP3870	80%
\$ 1,816,477.16	Traffic Signal, Curb Ramps, Signing & Striping, SCE Underground Substructures, Concrete/Asphalt Improvements	Jan 2017	Oct 2018	LACDPW Joel Zaragoza 900 S Fremont Ave Alhambra, CA 91803 626-458-4973 JZARA@dpw.lacounty.gov	Colima Rd Camino Del Sur to East of Terra Luna (Pedestrian Crossing) #TSM0010196	85%

California Professional Engineering, Inc.

-Quality Beyond Expectations-



Bonding and Insurance Information

We intend to procure all bonds from:

United States Fire Insurance Company

Broker: The Bond Exchange

Yung T. Mullick, Attorney-in-Fact

24800 Chrisanta Drive, Suite 160

Mission Viejo, CA 92691

949-461-7000-office #

949-461-7725-fax #

ymullick@thebond-exchange.com

We intend to procure all general/access liability/auto liability certificates from:

Duran Risk & Insurance Services, Inc. an affiliate of United Agencies, Inc.

George Duran, Agent

6371 Haven Ave. Suite 3-222

Rancho Cucamonga, CA 91737

909-360-1108-office #

909-360-1273-fax #

george@duraninsuranceservices.com

We intend to procure all workers' compensation certificates from:

Duran Risk & Insurance Services, Inc. an affiliate of United Agencies, Inc.

George Duran, Agent

6371 Haven Ave. Suite 3-222

Rancho Cucamonga, CA 91737

909-360-1108-office #

909-360-1273-fax #

george@duraninsuranceservices.com

document last modified 08.22.2019

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 California Professional Engineering, Inc.

Business Address: 19062 San Jose Ave, La Puente, CA 91748

Telephone 626-810-1338

State Contractor's License No. and Class: 793907; A, C-10, C-20

Original Date Issued 04/16/2001 Expiration Date 04/30/2021

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:

Van Nguyen, President/Secretary/Manager; 19062 San Jose Ave, La Puente, CA 91748; 626-810-1338

Phuong-Thao Nguyen, Treasurer; 19062 San Jose Ave, La Puente, CA 91748; 626-810-1338

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

N/A

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

*Please see attached

MINUTES OF THE ANNUAL MEETING OF SHAREHOLDERS AND DIRECTORS
CALIFORNIA PROFESSIONAL ENGINEERING, INC.

The annual meeting of the shareholders of the above named California Corporation was duly held at the principal office of the corporation located at 19062 San Jose Avenue, La Puente, CA 91748, USA on January 14, 2020.

The Director present was **VAN TAN NGUYEN**.

President acting as Chairman, same being **VAN TAN NGUYEN**.

The Chairman then presented and read to the meeting a Waiver of Notice of Meeting, subscribed by all of the Directors of the Corporation. Upon motion duly made, it was:

Resolved, that the Chairman be requested to cause the same to be spread at length upon the minutes.

Resolved, that the following persons were nominated and thereupon elected to the position opposite their names to serve until their successors are elected and qualified:

VAN NGUYEN, PRESIDENT

VAN NGUYEN, SECRETARY

PHUONG-THAO NGUYEN, CHIEF FINANCIAL OFFICER (CFO)

Resolved, that the above persons elected may sign all binding, contractual documents on behalf of the Corporation.

The President, Secretary, and Treasurer thereupon assumed their respective offices.

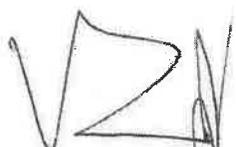
The President then presented and read the minutes of the annual meeting of shareholders of this Corporation, and the same were, on motion duly made, seconded and unanimously carried, in all aspects ratified and adopted by this Board of Directors.

There being no further business to come before the meeting, upon motion duly made, seconded and unanimously carried, the same was adjourned.

The foregoing minutes of January 14, 2020 are approved:



VAN NGUYEN, President



VAN NGUYEN, Secretary

(corporate seal)

YOUR RETURN MAILING ADDRESS

NAME: ALICIA CALIFORNIA PROFESSIONAL ENGINE

ADDRESS: 929 OTTERBEIN AVE UNIT E

CITY: LA PUENTE

STATE: CA ZIP CODE: 91748



FILED Jul 18 2019 EXPIRES Jul 18 2024

Dean C. Logan, Registrar - Recorder/County Clerk

Electronically signed by MAXINE CARRASCO

FICTITIOUS BUSINESS NAME STATEMENT

TYPE OF FILING AND FILING FEE (Check one)

- Original- \$26.00 (FOR ORIGINAL FILING WITH ONE BUSINESS NAME ON STATEMENT)
Amended Filing- \$26.00 (CHANGES IN FACTS FROM ORIGINAL FILING- REQUIRES PUBLICATION)
Refile- \$26.00 (NO CHANGES IN THE FACTS FROM ORIGINAL FILING)

\$5.00 - FOR EACH ADDITIONAL BUSINESS NAME FILED ON SAME STATEMENT, DOING BUSINESS AT THE SAME LOCATION \$5.00- FOR EACH ADDITIONAL OWNER IN EXCESS OF ONE OWNER

The following person(s) is (are) doing business as:

1. CALIFORNIA PROFESSIONAL ENGINEERING, INC.
2.
** 929 OTTERBEIN AVE UNIT E
Street address of principal place of business
LA PUENTE CA 91748 LOS ANGELES
City State/Country Zip COUNTY City State/Country Zip

Articles of Incorporation or Organization Number (if applicable): AI #ON

***REGISTERED OWNER(S):

1. CALIFORNIA PROFESSIONAL ENGINEERING, INC.
Full Name/Corp/LLC (P.O. Box not accepted)
929 OTTERBEIN AVE UNIT E
Residence Address
LA PUENTE CA 91748
City State/Country Zip
CA
If Corporation or LLC - Print State of Incorporation/Organization
2.
Full Name/Corp/LLC (P.O. Box not accepted)
Residence Address
City State/Country Zip
If Corporation or LLC - Print State of Incorporation/Organization
3.
Full Name/Corp/LLC (P.O. Box not accepted)
Residence Address
City State/Country Zip
If Corporation or LLC - Print State of Incorporation/Organization
4.
Full Name/Corp/LLC (P.O. Box not accepted)
Residence Address
City State/Country Zip
If Corporation or LLC - Print State of Incorporation/Organization

IF MORE THAN FOUR REGISTRANTS, ATTACH ADDITIONAL SHEET SHOWING OWNER INFORMATION

****THIS BUSINESS IS CONDUCTED BY: (Check one)

- an Individual a General Partnership a Limited Partnership a Limited Liability Company
an Unincorporated Association other than a Partnership a Corporation a Trust Copartners
a Married Couple Joint Venture State or Local Registered Domestic Partners a Limited Liability Partnership

****The date registrant started to transact business under the fictitious business name or names listed above: 07/2019
(Insert N/A above if you haven't started to transact business)

I declare that all information in this statement is true and correct.

(A registrant who declares as true any material matter pursuant to Section 17913 of the Business and Professions Code that the registrant knows to be false is guilty of a misdemeanor punishable by a fine not to exceed one thousand dollars (\$1,000).)

REGISTRANT(S)/CORP/LLCNAME (PRINT) CALIFORNIA PROFESSIONAL ENGINEERING, INC. TITLE President

REGISTRANT SIGNATURE IF CORP OR LLC, PRINT NAME VAN NGUYEN

If corporation, also print corporate title of officer. If LLC, also print title of officer or manager.

This statement was filed with the County Clerk of LOS ANGELES on the date indicated by the filed stamp in the upper right corner.

NOTICE - IN ACCORDANCE WITH SUBDIVISION (a) OF SECTION 17920, A FICTITIOUS NAME STATEMENT GENERALLY EXPIRES AT THE END OF FIVE YEARS FROM THE DATE ON WHICH IT WAS FILED IN THE OFFICE OF THE COUNTY CLERK, EXCEPT, AS PROVIDED IN SUBDIVISION (b) OF SECTION 17920, WHERE IT EXPIRES 40 DAYS AFTER ANY CHANGE IN THE FACTS SET FORTH IN THE STATEMENT PURSUANT TO SECTION 17913 OTHER THAN A CHANGE IN THE RESIDENCE ADDRESS OF A REGISTERED OWNER. A NEW FICTITIOUS BUSINESS NAME STATEMENT MUST BE FILED BEFORE THE EXPIRATION. EFFECTIVE JANUARY 1, 2014, THE FICTITIOUS BUSINESS NAME STATEMENT MUST BE ACCOMPANIED BY THE AFFIDAVIT OF IDENTITY FORM.

THE FILING OF THIS STATEMENT DOES NOT OF ITSELF AUTHORIZE THE USE IN THIS STATE OF A FICTITIOUS BUSINESS NAME IN VIOLATION OF THE RIGHTS OF ANOTHER UNDER FEDERAL, STATE, OR COMMON LAW (SEE SECTION 14411 ET SEQ., BUSINESS AND PROFESSIONS CODE).

I HEREBY CERTIFY THAT THIS COPY IS A CORRECT COPY OF THE ORIGINAL STATEMENT ON FILE IN MY OFFICE.
DEAN C. LOGAN, LOS ANGELES COUNTY CLERK BY: M. CARRASCO, Deputy

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, title, hands, and seals of all forenamed principals this 21 day of April, 2020.

BIDDER California Professional Engineering, Inc.

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

Van Nguyen

Printed Name

President

Title

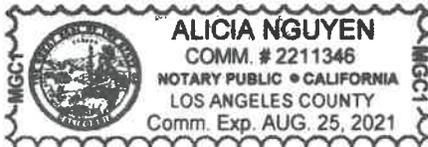
Subscribed and sworn to this 21 day of April, 2020.

NOTARY PUBLIC _____

JURAT

State of California }
County of Los Angeles } SS.

Subscribed and sworn to (or affirmed) before me on this 21st day of April, 2020, by
Van Nguyen, proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.



[Handwritten Signature]

NOTARY'S SIGNATURE

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

PLACE NOTARY SEAL IN ABOVE SPACE

OPTIONAL INFORMATION

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- INDIVIDUAL
- CORPORATE OFFICER _____ TITLE(S)
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

ABSENT SIGNER (PRINCIPAL) IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

RIGHT
THUMBPRINT
OF
SIGNER

OTHER



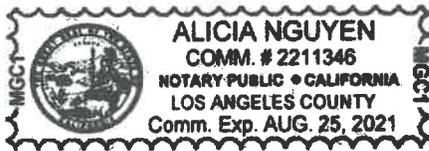
ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Los angeles } SS.

On 04/21/2020, before me, Alicia Nguyen, Notary Public,
DATE
personally appeared Van Nguyen, who proved to me on the

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

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



WITNESS my hand and official seal.

[Handwritten Signature]

NOTARY'S SIGNATURE

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

PLACE NOTARY SEAL IN ABOVE SPACE

OPTIONAL INFORMATION

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- INDIVIDUAL
- CORPORATE OFFICER _____ TITLE(S)
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

Bidder's Bond

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

OTHER

SIGNER (PRINCIPAL) IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

RIGHT THUMBPRINT OF SIGNER



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of Orange }

On APR 17 2020 before me, Sheree Michel Parsons, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Irene Luong
Name(s) of Signer(s)



Place Notary Seal Above

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

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

Witness my hand and official seal

Signature [Handwritten Signature]
Signature of Notary Public Sheree Michel Parsons

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

07626

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Yung T. Mullick, James W. Moilanen, Irene Luong, P. Austin Neff, Stephanie Hoang, Emilie George

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Fifty Million Dollars (\$50,000,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2021.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 10th day of March, 2016.

UNITED STATES FIRE INSURANCE COMPANY



ARR

Anthony R. Slimowicz, Executive Vice President

State of New Jersey }
County of Morris }

On this 10th day of March 2016, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

**SONIA SCALA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 3/25/2024
No. 2163686**

Sonia Scala

Sonia Scala (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 17th day of April 20 20

UNITED STATES FIRE INSURANCE COMPANY



Peter M. Quinn

Peter M. Quinn, Senior Vice President

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

No 07812

Certificate of Authority

THIS IS TO CERTIFY THAT, Pursuant to the Insurance Code of the State of California,

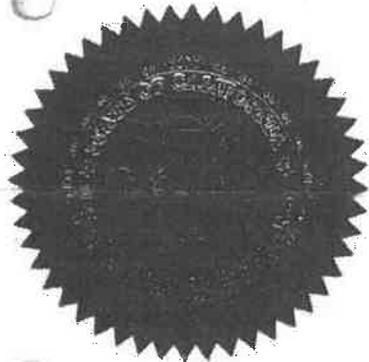
United States Fire Insurance Company

of Wilmington, Delaware, organized under the laws of Delaware, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within the State, subject to all provisions of this Certificate, the following classes of insurance: Fire, Marine,

Surety, Disability, Plate Glass, Liability, Workers' Compensation, Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler, Team and Vehicle, Automobile, Aircraft, and Miscellaneous as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 31st day of December, 2003, I have hereunto set my hand and caused my official seal to be affixed this 31st day of December, 2003.



By

John Garandai
Insurance Commissioner

Victoria S. Sidbury
for Ida Zdrov
Asst. Chief Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code Section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE
FOR
HAWK SIGNAL AT GAGE AVENUE AND BISSELL STREET

FY 2019/2020
PROJECT NO.: 2019-11

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 **X** _____

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

HAWK SIGNAL AT GAGE AVENUE AND BISSELL STREET

**FY 2019/2020
PROJECT NO.: 2019-11**

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

BID PROPOSAL

FOR

HAWK SIGNAL AT GAGE AVENUE AND BISSELL STREET

FY 2019/2020

PROJECT NO.: 2019-11

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:

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
1	Mobilization/ Demobilization (Not to Exceed 3% Of Total of All Other Prime Contract Bid Items)	LS	1	\$ 6,000	\$ 6,000
2	Traffic Control	LS	1	\$ 3,600	\$ 3,600
3	Sawcut and Remove Existing Concrete Sidewalk	SF	150	\$ 6	\$ 900
4	Sawcut and Remove Existing Concrete Curb and Gutter	LF	10	\$ 50	\$ 500
5	Sawcut and Remove Existing Concrete Curb Ramp	EA	1	\$ 1,500	\$ 1,500
6	Hawk Signal System Installation for The Intersection of Gage Avenue and Bissell Street	LS	1	\$ 157,000	\$ 157,000
7	Remove and Salvage Existing RRFB, Signs, Push Button, Solar System and Post	EA	2	\$ 1,200	\$ 2,400
8	Remove and Salvage Existing Street Light	EA	1	\$ 3,000	\$ 3,000
9	Construct Concrete Curb Ramp	EA	2	\$ 6,000	\$ 12,000
10	Provide Traffic Signing, Striping, Marking and Curb Painting	LS	1	\$ 10,000	\$ 10,000
11	Install Public Improvement Project Signs	EA	2	\$ 1,200	\$ 2,400
TOTAL AMOUNT BID IN FIGURES:					\$ 199,300

TOTAL AMOUNT BASE BID IN WORDS: One Hundred Ninety Nine Thousand
And Three Hundred Dollars

Prior to award of contract, Contractor shall submit a list of suppliers and vendors, in writing, to the City Engineer.

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. City of Rancho Cucamonga / 10500 Civic Center Dr., Rancho Cucamonga, CA 91730
Name and Address of Agency
Natalie Avila (909) 774-4076
Name and telephone number of person familiar with project

<u>\$639,464.00</u>	<u>Traffic Signal</u>	<u>02/28/2019</u>
Contract amount	Type of work	Date completed

2. City of Commerce / 2535 Commerce Way, Commerce, CA 90041
Name and Address of Agency
Al Pagani (909) 595-8599
Name and telephone number of person familiar with project

<u>\$699,146.91</u>	<u>Sidewalk & Traffic Signal</u>	<u>10/19/2018</u>
Contract amount	Type of work	Date completed

3. City of Perris / 101 North D Street, Peris, CA 92570
Name and Address of Agency
Brad Brophy, PE (951) 943-6504
Name and telephone number of person familiar with project

<u>\$567,790.00</u>	<u>Traffic Signal</u>	<u>05/18/2018</u>
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:

BROKER:
Alliant Insurance Services, Inc.
333 Hope St., Suite 3750, Los Angeles, CA 90071
(213) 443-2473

SURETY:
United States Fire Insurance Company
305 Madison Avenue, Morristown, NJ 07962
(973) 490-6600

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 CALPROMAX ENGINEERING, INC.

Business Address: 650 N. ROSE DRIVE #186
PLACENTIA, CA 92870

Telephone (714) 573-4599

State Contractor's License No. and Class: 995933 A, B

Original Date Issued 08/20/2014 Expiration Date 08/31/2020

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:

Maria Armogeda - President (714) 573-4599

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

NONE

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

NONE

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, title, hands, and seals of all forenamed principals this 22nd day of April, 2020.

BIDDER CALPROMAX ENGINEERING, INC.

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

ArmoGEDA
Signature of Contractor's Representative

MARIA ARMOGEDA
Printed Name

PRESIDENT
Title

Subscribed and sworn to this 22nd day of April, 2020.

NOTARY PUBLIC *D. K. Shah*



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Civil Code § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

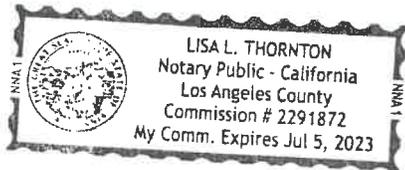
State of California)
) ss
County of Los Angeles)

On APR 14 2020, before me, Lisa L. Thornton, Notary Public, personally appeared C.K. Nakamura, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

(Seal)



Signature: _____

[Handwritten Signature]
Lisa L. Thornton, Notary Public

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

01687411320

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

*C.K. Nakamura, Noemi Quiroz, Maria Pena, Tim M. Tomko, Tiffany Coronado, Jessica Rosser, Natalie K. Trofimoff,
Lisa L. Thornton, Patricia S. Arana*

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2021.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 22nd day of August 2019.

UNITED STATES FIRE INSURANCE COMPANY

A. R. Slimowicz

Anthony R. Slimowicz, Executive Vice President

State of Pennsylvania }
County of Philadelphia }

On this 22nd day of August 2019, before me, a Notary public of the State of Pennsylvania, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

**Commonwealth of Pennsylvania – Notary Seal
Tamara Watkins, Notary Public
Philadelphia County
My commission expires August 22, 2023
Commission number 1348843**

Tamara Watkins

Tamara Watkins (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the day of 20

UNITED STATES FIRE INSURANCE COMPANY

APR 14 2020

Al Wright

Al Wright, Senior Vice President



BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE
FOR
HAWK SIGNAL AT GAGE AVENUE AND BISSELL STREET

FY 2019/2020
PROJECT NO.: 2019-11

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.

Drop off at city
2 copies
4/22/2020
2:00 PM



**CITY OF HUNTINGTON PARK
CALIFORNIA**

**CONTRACT DOCUMENTS
SPECIFICATIONS AND STANDARD DRAWINGS**

FOR

HAWK SIGNAL AT GAGE AVENUE AND BISSELL STREET

**FY 2019/2020
PROJECT NO.: 2019-11**

**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**

PREPARED BY:



100% SUBMITTAL

3060 Saturn Street., Suite 250
Brea, CA 92821

Tel: 714-940-0100 Fax: 714-940-0700
Infrastructure Engineers Project No. 6900.26

**Bid Opening: April 22, 2020 at 2:00 PM
Engineer's Estimate: \$223,286.00**

PROPOSAL
FOR
HAWK SIGNAL AT GAGE AVENUE AND BISSELL STREET
FY 2019/2020
PROJECT NO.: 2019-11
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.

Prior to award of contract, Contractor shall submit a list of suppliers and vendors, in writing, to the City Engineer.

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. City of Rosemead 8838 East Valley Boulevard Rosemead, CA. 91770
Name and Address of Agency

Rafael M. Fajardo 626-672-5991
Name and telephone number of person familiar with project

<u>\$49,905.00</u>	<u>Installation of new sidewalk</u>	<u>6/10/18</u>
Contract amount	Type of work	Date completed

2. City of Inglewood 111th Place, City of Inglewood, CA 90303
Name and Address of Agency

Boytrese Osias 310-412-5333
Name and telephone number of person familiar with project

<u>\$1,597,584.18</u>	<u>install new , new playground, concrete footing, pad and sidewalks</u>	<u>4/6/2018</u>
Contract amount	Type of work	Date completed

3. City of Compton 1300 West El Segundo Compton, CA 90220
Name and Address of Agency

Marvin Hunt (310) 761-1448
Name and telephone number of person familiar with project

<u>\$878,196.17</u>	<u>site furnishings, concrete headers, decomposed granite walking trail</u>	<u>7/13/2018</u>
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:

Pinnacle Surety Bond Specialist 151 Kalmus Dr # A201 Costa Mesa, Ca 92626 949-836-9387

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 CEM Construction Corporation

Business Address: 8207 Brookgreen Rd Downey, Ca 90240

Telephone 562-533-2224

State Contractor's License No. and Class: _____ Class: A, B, C-8, C-10, C-12, C-21

Original Date Issued 08/16/2010 Expiration Date 08/31/2020

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:

Jesus Eduardo Carrillo - President & Treasurer 8207 Brookgreen Rd Downey CA 90240

Emigdio Carrillo - Vice President & Secretary 8207 Brookgreen Rd Downey CA 90240

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

N/A

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

CEM Construction Corporation

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, title, hands, and seals of all forenamed principals this 25th 21 day of April, 2020.

BIDDER CEM Construction Corporation

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

Jesus Eduardo Carrillo

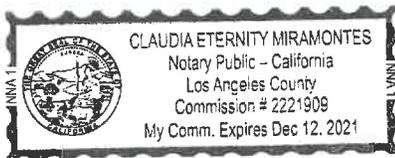
Printed Name

President

Title

Subscribed and sworn to this 21 day of April, 2020.

NOTARY PUBLIC 



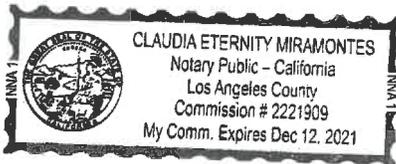
please see attached

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 21
day of April, 2020, by Jesus Eduardo
Carrillo

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



(Seal)

Signature Calix

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Los Angeles }

On APR 21 2020 before me, Claudia Eternity Miramontes Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Jesus Eduardo Camillo
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Handwritten signature of the notary public.

Place Notary Seal and/or Stamp Above

Signature Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document:
Title or Type of Document: Bidders information
Document Date: APR 21 2020 Number of Pages: 2
Signer(s) Other Than Named Above: - N/A -

Capacity(ies) Claimed by Signer(s)
Signer's Name:
[] Corporate Officer - Title(s):
[] Partner - [] Limited [] General
[] Individual [] Attorney in Fact
[] Trustee [] Guardian of Conservator
[] Other:
Signer is Representing:

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

SEE
ATTACHED
BID
BOND

FOR

HAWK SIGNAL AT GAGE AVENUE AND BISSELL STREET

FY 2019/2020

PROJECT NO.: 2019-11

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 by 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.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Orange)

On 4/13/20 before me, Natassia Kirk-Smith, Notary Public,

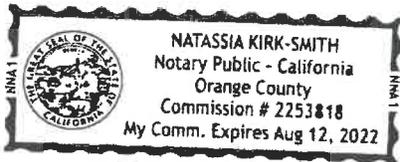
personally appeared Vanessa Copeland
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature: Natassia Kirk-Smith
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could present fraudulent and reattachment of this form to another document.

Description of Attached Document

Type or Title of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Vanessa Copeland

- Individual
- Corporate Officer – Title(s): _____
- Partner: Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer – Title(s): _____
- Partner: Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Eric Lowey; Jennifer Grenrood; Kevin Cathcart; Mark Richardson; Michael Castaneda; Teresa I Jackson; Vanessa Copeland

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 4th day of March, 2020

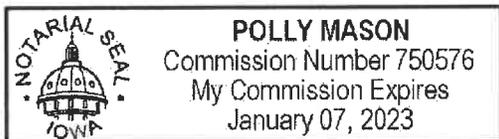


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 4th day of March 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 13th day of April, 2020



William Warner Jr.
Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Los Angeles }

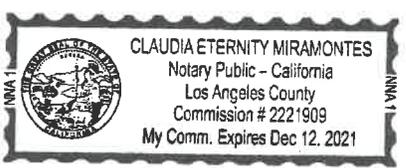
On APR 21 2020 before me, Claudia Eternity Miramontes Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Jesus E Carrillo
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Bid Bond
Document Date: APR 21 2020 Number of Pages: 1
Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)
Signer's Name:
[] Corporate Officer - Title(s):
[] Partner - [] Limited [] General
[] Individual [] Attorney in Fact
[] Trustee [] Guardian of Conservator
[] Other:
Signer is Representing:

BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE
FOR
HAWK SIGNAL AT GAGE AVENUE AND BISSELL STREET

FY 2019/2020
PROJECT NO.: 2019-11

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 X

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

N/A

WILL USE BID BOND

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

HAWK SIGNAL AT GAGE AVENUE AND BISSELL STREET

**FY 2019/2020
PROJECT NO.: 2019-11**

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

N/A SEE BID BOND FOR 10% OF
BID AMOUNT 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.

CEM CONSTRUCTION

Bidder



CITY OF HUNTINGTON PARK

Department of Public Works
City Council Agenda Report

May 5, 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 AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT WITH INFRAMARK LLC

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the Amended and Restated Professional Services Agreement with Inframark LLC; and
2. Authorize the City Manager to execute the Amended and Restated Professional Services Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On May 4, 2015 the City of Huntington Park (City) entered into a Professional Services Agreement (PSA) with Inframark, LLC (then known as Severn Trent Environmental Services, Inc.) to operate and maintain the City's well-water production system, potable water storage system and water distribution in accordance with City's Water Supply Permit issued by the State of California State Water Resources Control Board. In this capacity, Inframark has provided exemplary service to our City and residents by ensuring that our water utility system is functioning at full capacity. Overall, Inframark LLC is an asset to our City and merits consideration for renewal.

The current PSA between our City and Inframark LLC will expire on May 4, 2020. As part of their PSA, Inframark LLC may be renewed for an additional five (5) year term upon mutual agreement of both parties and ultimate City Council approval. Based on Inframark's positive record of service within our community, staff recommends a renewal of a five (5) year term in accordance with Section 1.2 of their current PSA. Attachment A outlines the mutually agreed upon terms with Inframark LLC. Attachment B reflects the Scope of Work by Inframark which will maintain the same level of service and staffing to our City and residents.

CONSIDERATION AND APPROVAL OF AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT WITH INFRAMARK LLC

May 5, 2020

Page 2 of 2

FISCAL IMPACT/FINANCING

In FY 2019-20 Adopted Budget, Council appropriated a total of \$1,471,850 from accounts 283-8040-432.56-41, 681-8030-461.56-41 and 681-8030-461.43-30, which included an annual Consumer Price Index (CPI) adjustment between 1 to 3 percent on average.

The FY 2020-21 Operating Budget, which City Council will adopt in June 2020, will include \$153,000 from Account Number 283-8040-432.56-41 and \$1,225,147.80 from Account Number 681-8030-461.56-41 for a total of \$1,378,147.80. This will be the amended Professional Services Agreement with Inframark LLC, which includes the same annual CPI adjustment between 1 and 3 percent. Attachment C is the rate schedule that needs to be updated to factor in the annual CPI adjustment.

CONCLUSION

Upon Council approval, staff will proceed with recommended action.

Respectfully submitted,



RICARDO REYES
City Manager



CESAR ROLDAN
Director of Public Works

ATTACHMENT(S)

- A. Inframark Amended and Restated Professional Services Agreement
- B. Inframark Scope of Services
- C. CPI Rate Schedule
- D. Original Professional Services Agreement

Attachment "A"



AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT
(Engagement: Operation and Maintenance of Potable Water Facility and Sewer System)
(Parties: City of Huntington Park and Inframark, LLC)

THIS AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this 4th day of May 2020 (hereinafter, the “Effective Date”), by and between the CITY OF HUNTINGTON PARK, a municipal corporation (“CITY”) and INFRAMARK, LLC (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.

RECITALS

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

WHEREAS, on November 19, 1990, the CITY entered into a Professional Services Agreement (the “Master Agreement”) with SWWC Services, Inc., a Delaware corporation to provide operation and maintenance services of the CITY’s well water production system, potable water storage system and water distribution system; and

WHEREAS, on May 13, 2013, the Master Agreement was assigned to the Severn Trent Environmental Services, Inc., which assignment the City agreed to on May 22, 2013. Contractor then commenced providing operation and maintenance services under the terms and conditions of said Master Agreement; and

WHEREAS, on May 4, 2015, the CITY and Severn Trent Environmental Services, Inc. entered into a Professional Services Agreement (the “Professional Services Agreement”) to replace the Master Agreement;

WHEREAS, in June of 2017, Severn Trent Environmental Services, Inc. changed its structure to Severn Trent Environmental Services, LLC and then changed its name to Inframark, LLC (hereinafter referred to as the “CONTRACTOR”), which assumed all rights and obligations of Severn Trent Environmental Services, Inc. and Severn Trent Environmental Services, LLC on December 1, 2017;

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

WHEREAS, the Parties desire to enter this amended and restated Agreement to replace the Professional Services Agreement; and

WHEREAS, Contractor 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 requested assignment and the execution of this Agreement was approved by the Huntington Park City Council at its Regular Meeting of May 5, 2020.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and CONTRACTOR 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, CONTRACTOR 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**"). CONTRACTOR 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 five (5) years commencing from the Effective Date unless terminated as provided elsewhere in this Agreement (hereinafter, the "Term"). Upon the conclusion of the Term, this Agreement may be renewed for a five (5) year extension term, upon mutual agreement of the Parties and approval from City Council, unless either Party issues written notice sixty (60) days in advance of its intent not to authorize an additional extension term. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as further set out herein.
- 1.3 COMPENSATION: During the term of this Agreement and any extension term provided herein, CONTRACTOR 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"**, CONTRACTOR further agrees that the total compensation for the Work shall not exceed the sum total of \$1,217,302.80 DOLLARS per year /(\$101,441.90) per month (hereinafter, the "Base Fee"). In addition, CONTRACTOR shall be paid the Annual Maximum Repair Maintenance Limit of \$160,845.00 per year (\$13,403.75 per month) , which is subject to the CPI Index Adjustment section of **Exhibit "A"**, for repair and maintenance for the system as set forth in the Scope of Services. CONTRACTOR 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 CONTRACTOR's charges are projected to exceed the Contract Price

prior to the expiration of the Term or any single extension term, CITY may suspend CONTRACTOR'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, CONTRACTOR 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 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 pay any undisputed amounts. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed amounts included in 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 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 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 written materials, including any electronic communications, 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 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. CONTRACTOR shall not accept directions or orders from any person other than the CITY Representative or their designee.

2.2 CONTRACTOR REPRESENTATIVE: CONTRACTOR hereby designates Iris Ramos 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. CONTRACTOR may, by written notice to CITY, advise CITY of any change in CONTRACTOR Representative.

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 in accordance with industry standards of CONTRACTOR's profession;
- B. CONTRACTOR shall perform all Work in a manner in accordance with this Agreement;
- 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. Except as otherwise set forth in this Agreement, all of CONTRACTOR's employees and agents (including but not limited to subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that 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 its obligation set out

herein or failure on the part of CONTRACTOR's employees, agents, contractors, subcontractors and subconsultants to fulfill its obligations herein. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced as soon as reasonably practicable upon their discovery or notice by either Party and shall be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing, in accordance with applicable industry standards. The Parties acknowledge and agree that CITY's acceptance of any work performed by 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 in accordance with applicable industry standards of CONTRACTOR's profession.

2.5 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 the CITY, which consent shall not be unreasonably withheld. CITY shall have up to sixty (60) calendar days to consider any proposed assignment by CONTRACTOR. CONTRACTOR 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 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.

2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in accordance with this Agreement, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONTRACTOR and shall not be reassigned to perform any of the Work.

2.8 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. To the extent that any changes in applicable law result in an increase in CONTRACTOR'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 CONTRACTOR'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 CONTRACTOR shall, in respect of violations that may be imposed by Applicable Law and to the extent due to CONTRACTOR's fault, be responsible for: fines, penalties, or damages. Prior to settlement or payment of any such fines, penalties or damages, the CONTRACTOR 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 CONTRACTOR's control, including the CITY's failure to approve recommended repairs or maintenance, CONTRACTOR will use its best efforts to maximize performance of the Facilities but shall not be responsible for associated violations or damages, fines or penalties which result.

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

2.10. 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 contractors 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, contractors, subcontractors and subconsultants. 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.

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 CONTRACTOR under this Agreement). The CONTRACTOR 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 CONTRACTOR hereunder.

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 One Million Dollars (\$2,000,000.00) per occurrence and Two Million Dollars (\$5,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability. CONTRACTOR shall secure Errors and Omissions Liability coverage as an endorsement to its CGL Coverage appropriate to CONTRACTOR's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and shall be endorsed to include contractual liability.
- 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 One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.

C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONTRACTOR and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONTRACTOR in the course of carrying out the Work contemplated in this Agreement.

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 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 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 or CONTRACTOR's officers, employees, agents, subcontractors or subconsultants 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. **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 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.

IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to this Agreement subject to Paragraph 4.2 and 4.3. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. 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 Work of Contractor's Design Professionals Services: Except for direct claims by the Parties against each other for breach of this Agreement, the duty to indemnify, defend and hold harmless as set forth under this subsection shall apply to the negligence, recklessness or willful misconduct of any individual who qualifies as a "design professional" within the meaning of subsection (c)(2) of section 2782.8 of the California Civil Code in so far as such negligence, recklessness or willful misconduct occurs in the performance work or activities that must be performed by a "design professional." Subject to the limitation of the preceding sentence, to the fullest extent permitted by law, CONTRACTOR shall immediately defend and indemnify and hold harmless the CITY Indemnities, defined above, from and against any and all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of the negligence, recklessness, or willful misconduct of CONTRACTOR or any of CONTRACTOR's officers, employees, servants, agents, contractors, subcontractors or authorized volunteers or any other person or entity involved by, for, or with or on behalf of CONTRACTOR in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of CONTRACTOR to indemnify, defend and hold harmless pursuant to this subsection includes the duty to defend as set forth in section 2778 of the California Civil Code. CONTRACTOR's obligation to indemnify applies except to the extent that it is finally adjudicated that the liability was caused by the active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then CONTRACTOR's indemnification obligation shall be reduced in proportion to the established comparative liability.
- 4.3 Work of All Other Persons/Non-Design Professionals: Except for direct claims by the Parties against each other and as otherwise provided under Section 4.2 of this Article, above, to the fullest extent permitted by law, CONTRACTOR 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 CONTRACTOR's negligent performance under this

Agreement, including but not limited to the negligent acts, errors or omissions of CONTRACTOR or CONTRACTOR's officers, employees, agents, servants, contractors, subcontractors 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 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.
- 4.5 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.
- 4.6 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor 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 subcontractors 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.
- 4.7 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.
- 4.8 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 CONTRACTOR 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, CONTRACTOR shall be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. 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 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, 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 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 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 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 CONTRACTOR, whether voluntary or involuntary; (v) CONTRACTOR'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 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. 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, CONTRACTOR shall be compensated only for those services and tasks which have

been rendered by CONTRACTOR 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 CONTRACTOR, the CITY may terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONTRACTOR, 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 CONTRACTOR'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, 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 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 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 subcontractors and subcontractor 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 subcontractor or subcontractor 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:

CITY:

Inframark, LLC
Iris Ramos, Area Manger
6900 Bissell Street
Huntington Park, CA 90255
Phone: (323) 587 - 5969
E-Mail: iris.ramos@inframark.com

City of Huntington Park
City Manager's Office
6550 Mile Avenue
Huntington Park, CA 90255
Attn: Ricardo Reyes, City Manager
Phone: (323) 582-6161

Cc: to Legal Department
Inframark, LLC
220 Gibraltar Road, Suite 200
Horsham, PA 19044

Email: citymanager@hpca.gov

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 subcontractors), 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 contractors 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, 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 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 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 Contractor 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 Contractor 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

INFRAMARK, LLC:

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT "A"
SCOPE OF WORK

(SEE ATTACHED)

Attachment "B"

SCOPE OF SERVICES

Inframark, LLC ("CONTRACTOR") will operate and maintain the CITY's well water production system, potable water storage system and water distribution in accordance with CITY's Water Supply Permit issued by the State of California State Water Resources Control Board (SWRCB), formerly California Department of Public Health (CDPH).

Except as otherwise set forth in this agreement, CONTRACTOR will operate the water and sanitary sewer system in compliance with current regulatory agency guidelines effective June 2015.

This proposed SCOPE OF SERVICES outlines the major elements of the CONTRACTOR's plan to operate and maintain the CITY's:

- Water Well System
- Water Distribution System
- Water Storage System
- Sewer Collection System

MANAGEMENT OF THE PROGRAM

The City of Huntington Park program will be managed directly by CONTRACTOR's on-site manager. Overall management responsibility will be under the direction of:

Iris Ramos
Area Manager
Inframark, LLC
Office Phone: (323) 587-5969
[E-mail: iris.ramos@inframark.com](mailto:iris.ramos@inframark.com)

The CONTRACTOR's assigned Manager will be responsible for direct day to day operations. The manager has the authority to respond to the CITY's directions and requests on matters relating to operation of the potable water and sewer collection system. CONTRACTOR shall provide CITY representation at WRD, Central Basin and Metropolitan Water meetings. CONTRACTOR will also evaluate and advise CITY on annual water budget; evaluate and advise CITY on water production and distribution facilities (water engineering, lifespan, efficiency, new technologies etc.).

GENERAL WATER FACILITY DESCRIPTION

The general description of the water facility CONTRACTOR proposes to operate and maintain for the CITY is:

- 1) Well water supply system containing six (6) production wells
- 2) MWD water receiving system;
- 3) Water storage and pumping delivery systems; and
- 4) Water distribution system containing approximately:
 - 4684 residential metered connections
 - 890 commercial/industrial metered connections
 - 600 fire hydrants
- 5) Two (2) wellhead treatment systems:
 - Two (2) Vessels Granular Activated Carbon Treatment System - 6717 Cottage Avenue
 - Four (4) Vessels Granular Activated Carbon Treatment System-5920 Miles Avenue

CITY OF HUNTINGTON PARK

Operations and Maintenance

GENERAL SEWER COLLECTION FACILITY DESCRIPTION

Up to date sewer location and layout plans for the CITY are not presently available.

CONTRACTOR will operate and maintain the CITY's Sewer Collection System. A cursory inspection sets the estimated footage to be 317,000 lineal feet.

CONTRACTOR is responsible to clean one half (1/2) of the system each calendar year (approximately 158,500 lineal feet), thereby allowing for a totally cleaned system once every two (2) years.

SYSTEMS STAFFING ATTENDANCE

CONTRACTOR assumes responsibility for control and the operational performance of the water and sewer collection systems twenty-four (24) hours per day, seven (7) days per week, holidays included. In order to accomplish this, CONTRACTOR will staff the water system and sewer collection system with qualified, experienced, and certified by the State of California State Water Resources Control Board (formerly CDPH) personnel five (5) days per week, eight (8) hours per day.

Routine inspections will be conducted on weekends and holidays. One water service worker will be assigned as "stand-by" to respond to emergency calls twenty-four (24) hours per day, seven (7) days per week, holidays included.

PERSONNEL ASSIGNMENT

CONTRACTOR shall staff the FACILITY with a minimum of eight (8) full-time personnel filling the following personnel classifications:

Facility Manager
Assistant Facility Manager
Water Production Supervisor
Meter Reader
Water Service Workers (2)
Sewer Service Workers (2)

The Facility Manager shall be certified by the State of California State Water Resources Control Board (formerly CDPH) at the minimum level.

CONTRACTOR shall provide qualified personnel to perform the following;

- Annual Sewer Cleaning
- Periodic Well Pump Efficiency Testing
- Annual Meter Exchange Program

The above services are included in the base price of the contract.

As indicated in the Qualifications and Experience section of this proposal, CONTRACTOR have the capabilities to provide a wealth of experienced personnel in all phases of water systems and collection system in all phases of water systems and collection systems' Operation, Maintenance, Engineering and Management.

PERSONNEL CERTIFICATION

The State of California State Water Resources Control Board (formerly CDPH) requires all persons responsible for water distribution system be certified at levels mandated by the State. This process requires a combination of defined technical and education as approved by the State followed by passing an exam administered by the State of California State Water Resources Control Board (formerly CDPH). Levels range 1-5 depending on level of responsibilities. In general, this has increased the skill level requirement within the current water industry. The current Water Supply Permit for the CITY requires to, employ a minimum D4/T2 Facility Manager, D3/T2 Assistant Manager, and T2 by any personnel responsible for collecting water samples.

CITY OF HUNTINGTON PARK

Operations and Maintenance

WATER SYSTEM RECORDS

The successful operations and maintenance of water system components is dependent upon reliable, frequent inspections and efficient, repeatable Preventative Maintenance. Accurate record systems are an absolute must to achieve these two goals.

CONTRACTOR, has adopted and utilizes a Computer Maintenance Management System to maintain excellence in Operation and Maintenance.

Duties performed by CONTRACTOR in the water systems under base contract are as follows:

FACILITY INSPECTION

CONTRACTOR shall inspect each water well, pumping station, water storage units and other required units located within the water facilities daily and shall produce records of each inspections as part of the permanent records of the CITY. Additional inspections shall be made if required due to any change, variation, peculiarity, defect, or problem in the condition of a particular facility which makes such extra inspections reasonable necessary.

SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA)

CONTRACTOR shall oversee the operation of the CITY's SCADA system through the use of the CITY owned computer system located at the main office.

General tasks include but are not limited to the following:

- Monitor well and booster settings
- Monitor system pressure
- Monitor reservoir levels
- Monitor pump control as required
- Monitor alarms
- Troubleshoot

PROCESS CHEMICALS

CONTRACTOR shall purchase on behalf of the CITY and maintain an inventory of chlorine and others chemicals routinely used in the operations of the water FACILITY. Such chemicals shall be stored at each water well located within the water FACILITY in quantities sufficient to assure continuous operation of the water FACILITY. All chemical cost to be paid by CITY.

WELL PRODUCTION TESTS

CONTRACTOR shall arrange for production tests for all wells every two (2) years. CONTRACTOR shall provide the CITY with copies of all reports resulting from these tests.

SUPPLY AND SYSTEM METERS

CONTRACTOR shall verify and have certified, on an annual basis, all water production meters. Certification shall be for accuracy.

CITY OF HUNTINGTON PARK

Operations and Maintenance

MAINTENANCE

For the purposes of this Proposal the following definition shall apply:

"Preventative Maintenance": Periodic scheduled maintenance in accordance with industry standards. Preventative maintenance is limited to:

- Lubrication
- Oil Change
- Valve Exercising
- Touch-up painting
- Line Flushing

CONTRACTOR shall furnish personnel, tools and equipment required to properly lubricate all mechanical equipment; to replace control lamps or light bulbs; to adjust or replace pump shaft packing; or to perform other light maintenance required at specific intervals by the equipment manufacturers.

CONTRACTOR shall perform these services for each appropriate piece of equipment throughout the FACILITY. All data applicable solely to the CITY's equipment shall be considered the property of the CITY.

METER EXCHANGE PROGRAM

CONTRACTOR shall maintain a meter exchange program. CONTRACTOR shall replace four hundred (400) meters on an annual basis to maintain the integrity of the customer metered program. This program is included in the base contract price.

REPAIR MAINTENANCE TO THE SYSTEMS

CONTRACTOR shall perform maintenance work of the water FACILITY distribution system, which shall include; new meter installations (exclusive of meter exchange program), which includes the reading of the new meter and reporting the reading to the Customer Service office of the Revenue Collections office; repairs to water mains; repairs to and replacement of individual hydrants, meters and other related equipment. CONTRACTOR shall be responsible for maintenance and operation extensions and/or expansions of the distribution system by New Construction of water mains and water service lines between the mains and the meters. CONTRACTOR shall not be responsible for water lines between the meter and house or other structures.

CONTRACTOR may subcontract any repairs or services required under this proposal to a qualified subcontractor who has obtained all applicable state, federal or municipal licenses, permits and certificates, provided that any outside subcontractor so chosen by CONTRACTOR must be approved by the CITY, which may disapprove of any outside subcontractor without cause.

CONTRACTOR's Equipment and Services Departments are considered a subcontractor under the terms of this proposal. An *outside* subcontractor is considered to be a contractor or individual that is not a full-time employee of record of CONTRACTOR.

CONTRACTOR has provided in its base contract a maximum annual dollar amount to perform Repair Maintenance Service on all the Water and Sewer FACILITY systems, subject to an annual CPI adjustment.

The current annual amount is:

Annual Maximum Repair Maintenance Limit: \$ \$160,845.00 (FY 2020-2021)

This includes materials, supplies, equipment, subcontractor costs. These costs do not include on-site regular, employee labor costs.

This annual repair maintenance limit is set up in the base contract price as an unexpected refundable item. Should the annual aggregate limit not be expended in any one contract year term, the unexpended balance shall be refunded to the CITY.

CITY OF HUNTINGTON PARK

Operations and Maintenance

The CITY shall be responsible for all costs exceeding the annual repair maintenance dollar limit. CONTRACTOR will provide the CITY with a monthly report and back up of the expenditures applied to this fund.

WATER CUSTOMER SERVICE

CONTRACTOR shall perform all usual customer services such as bi-monthly meter readings, water service turn-offs and turn-ons, and turn-offs for non-payment for the potable water supply. CONTRACTOR base contract prices assumes that the following approximate number of metered connections are read on a bi-monthly reading scheduled basis.

- Residential Meters: 4651
- Commercial/Industrial: 899
- Total meters in system: 5550

CONTRACTOR will work closely with the CITY's Revenue Collections department and furnish all necessary data to the department to provide for adequate customer billing. No additional compensation will be allowed for meters added to the water distribution system.

TURN-ON AND TURN-OFF SERVICES

Upon request by the CITY's Revenue Collections department, CONTRACTOR shall perform turn-on and turn-off services directly related to the proper care and maintenance of the water FACILITY. This includes any turn-on/turn-offs services performed to facilitate any construction or repairs performed, when such construction or repairs are being made to the distribution lines or system. At the time of the turn-on/turn-off service, and if requested by the CITY, CONTRACTOR shall install at the sole cost and expense of the CITY a water line cutoff valve.

INSPECTIONS

CONTRACTOR shall be responsible for CITY field inspection of all additions and or modifications to the CITY water distribution system. This change in responsibility is a reflection of current state regulations governed by State of California State Water Resources Control Board (formerly CDPH) Certification requirements.

CONTRACTOR shall prepare and review on behalf of the CITY a variety of formal plans and documents required by governmental and regulatory departments as they pertain to the CITY water system.

CONTRACTOR shall review and respond to all requests for new construction and or redevelopment in conjunction with Planning or Building and Safety to insure the water system is capable of supporting the intended development.

UNDERGROUND SERVICE ALERTS

CONTRACTOR shall be responsible for identifying and marking water and sewer lines on behalf of the CITY for all Dig alert work orders.

WATER QUALITY SAMPLING

The CITY currently is under contract with the Water Replenishment District (WRD) to conduct the CITY's Title 22 Monitoring. The CITY is responsible to pay all lab fees associated with water quality sampling for the Water FACILITY. CONTRACTOR will be responsible to coordinate, schedule and assist WRD with the field sampling process if required. All records will be maintained by CONTRACTOR and copies will be available upon request of the CITY and State of California State Water Resources Control Board (formerly CDPH).

CONTRACTOR shall collect weekly Bacteriological samples as defined in the current Coliform Sampling Plan and monthly General Physical samples within the distribution system.

CITY OF HUNTINGTON PARK

Operations and Maintenance

CONTRACTOR shall collect samples for the Disinfectant and Disinfection Byproducts Rule (DDBPR) and Stage 2 DDBR concerning public health risks regarding Trihalomethanes (THM's) and Haloacetic Acids (HAAS).

CONTRACTOR shall collect samples for the increased regulatory requirements mandated by the State of California State Water Resources Control Board (formerly CDPH) for the treatment systems located at the water well locations and all CITY well locations as required.

- Well #17- 5920 Miles Avenue Huntington Park- CTC Monitoring
- Well #15-6717 Cottage Ave Huntington Park- TCE Monitoring

CONTRACTOR shall collect samples for Lead and Copper monitoring as mandated by the SWRCB Supply Water permit.

CONTRACTOR currently serves as the representative on behalf of the CITY to input data and information into the Environmental Protection Agency (EPA) Central Data Exchange (CDX) database. The system was established by EPA to submit various sampling plans, review and update data, i.e. UCMR2, DDBPR2, etc.

REPORTS

CONTRACTOR will prepare and sign as certified operator all monthly operating reports as required by the State, Federal and local governments, districts, and organizations. CONTRACTOR shall also perform oversight of the necessary laboratory sampling and analyses as required by and in accordance with the testing requirements of the State of California State Water Resources Control Board (formerly CDPH). CONTRACTOR will submit required reporting to local, state and federal jurisdictions and the following agencies and all reporting to local, State, and Federal agencies and jurisdictions:

- City of Huntington Park
- State of California State Water Resources Control Board (formerly CDPH)
- County Environmental Department Health Services
- Environmental Protection Agency

CONTRACTOR shall prepare the comprehensive State Water Resources Annual Drinking Water Report which consists of data concerning every aspect of the CITY's water system for the calendar year. Key elements include, but are not limited to, the following:

- Water Quality
- Water Storage Information
- Sampling Plans
- Service Connection
- Maximum/Minimum Water Demand Usage
- Water Issues and Complaints
- Improvements
- Reservoir Inspections

OPERATION AND MAINTENANCE REPORTS

Two (2) copies shall be provided monthly and submitted to the CITY by the 15th day of the following month. The report shall cover the following minimum information:

- Data required by the SWRCB
- Overview statement of operation and any significant events
- Delinquent shut-off report
- Monthly emergency call-out report
- Power usage report
- Meter replacement report
- Water production report
- Daily log of operations
- Corrective repair log

CITY OF HUNTINGTON PARK

Operations and Maintenance

- Progress report

SEWER COLLECTION SYSTEM

CONTRACTOR will operate and maintain the CITY's Sewer Collection System. At the time of preparation of this proposal definitive sewer plans are not available. The estimated footage is 317,000 lineal feet.

It is mutually agreed between the CITY and CONTRACTOR that the Sewer Collection System is estimated to contain approximately 317,000 lineal feet. CONTRACTOR will clean one half (1/2) of the Sewer Collection system each contract year, (approximately 158,500 lineal feet) thereby allowing for a totally cleaned system every other year.

The base cost of this contract includes the cost of cleaning half the sewer system (approximately 158,500 lineal feet) annually and any additional sewer linear footage that may be added to the system. No additional compensation shall be allowed.

Should the CITY require additional footage cleaned beyond the annual estimated footage of 158,500 lineal feet, a charge of \$0.51 per lineal feet shall be paid by the CITY in accordance with the CITY's Sewer Management Plan (SSMP).

CONTRACTOR shall utilize equipment and personnel from its sewer maintenance department to perform the annual cleaning. CONTRACTOR shall utilize a VAC-CON LN 8000 Type high pressure cleaning system for this cleaning procedure.

CONTRACTOR shall respond to all sewer emergency calls, twenty-four (24) hours a day, seven (7) days per week, holidays included within two (2) hours. Emergency response calls are included in the base contract price. CONTRACTOR shall notify the CITY within twenty-four (24) hours of any emergency call-out and provide the CITY with the following minimum data:

- Time of day reported to CONTRACTOR
- Time of day CONTRACTOR responds
- Nature of problem
- Solution to problem
- Name, address, phone number of complaining party

The CITY will receive a monthly sewer cleaning report which will include the following:

- Amount of contract cleaning performed
- Emergency call out report listing time reported, time of response, problem, name and address of compliant
- General system conditions report

SEWER SYSTEM OVERFLOW (SSO)/ SEWER SYSTEM MANAGEMENT PLAN (SSMP)

CONTRACTOR's participation is outlined in the CITY's SSMP.

MAJOR EQUIPMENT

Included in the base contract price, CONTRACTOR shall furnish, operate and maintain the following equipment units:

- One (1) Utility Truck w/crane (water)
- One (1) VacCon Sewer Truck
- One (1) Customer Service Truck
- Three (3) Service Truck (water distribution)
- One (1) Service Truck (water production)
- One (1) Meter Read Truck
- One (1) Manager Truck
- Vehicle communication system

CITY OF HUNTINGTON PARK Operations and Maintenance

- Air Compressor/ Jack Hammer Unit
- Backhoe
- Valve Exerciser
- Arrow Board/Traffic Control Equipment

CPI INDEX ADJUSTMENT

This contract will be reviewed on each and every anniversary of the Effective Date for compensation increase or decrease, based on All Items - Los Angeles Region CPI Index (CUURS49ASA0) as published by the Bureau of Labor Statistics pursuant to the following formula: **AAF = AF0 x [P1 / P0]**

where:

AAF	=	Annual Adjusted Fee (new Base Fee and/or Annual Maximum Maintenance Repair Limit) for the upcoming agreement year
AF0	=	Annual Fee (current Base Fee and/or Annual Maximum Maintenance Repair Limit) for the Agreement Year just ended
P1	=	CPI Index that is available on the anniversary of the Effective Date
P0	=	CPI Index that is available on the prior anniversary of the Effective Date

With respect to the first Adjustment Date, P0 shall be the Price Index in effect as of the Commencement Date of the Agreement.

Under no circumstance shall the annual adjustment be less than 1% or greater than 3%.

ADDITIONAL SERVICES

At the request of the CITY and at the option of CONTRACTOR, CONTRACTOR shall provide additional services for the CITY. Compensation for such services shall be negotiated on a case-by-case basis.

Any additional field work requested by the CITY or required under the contract shall be performed at the following rate classifications:

1. Personnel

Manager	\$70/hour
Chief Operator	\$55/hour
Supervisor	\$55/hour
Maintenance Technician	\$32/hour

2. Equipment

Service Truck	\$27/hour
Utility Truck	\$35/hour
Sewer Cleaning Truck (letter)	\$0.51/foot
Dump Truck	\$35/hour
Backhoe	\$40/hour
Other	at comparable rental rate

Overhead and profit rate shall be established at twenty percent (20%) for all additional work and five percent (5%) for City Administration Fee, however, work related to and for the direct benefit of the CITY shall be at ten percent (10%).

WELL REPAIR, REPLACEMENT, AND UPGRADES

When directed by the CITY and agreed upon by CONTRACTOR, CONTRACTOR shall provide and/or subcontract project management which may include design, installation, repairs and/or replacement production facilities, appurtenant facilities, and water distribution system at an additional cost to the City beyond the base contract price.

CITY OF HUNTINGTON PARK

Operations and Maintenance

SANITATION AND HEALTH COMPLIANCE

When directed by the CITY and agreed upon by CONTRACTOR, CONTRACTOR shall provide management of CITY's Cross Connection Control Programs as listed in the Huntington Park Municipal Code Title 6 Sanitation and Health, Chapter 5 Water System, Article 3 Cross-Connection Control at an additional cost to the City beyond the base contract price. .

CHANGE OF SCOPE

Should the SCOPE OF SERVICES be changed due to changes in Regulatory permit requirements and/or other changes initiated and mandated, CONTRACTOR and the CITY shall negotiate the increase or decrease as required.

Attachment "C"

Client: City of Huntington Park

2020 New Contract Rate Estimate

BLS Index Table CUURS49ASA0

BLS Index Month MARCH

Prior Index 271.311 **Current Index** 276.589

Change % 1.945%

Monthly Fees	Base & Sewer		
	Fee	Maintenance	Total
Previous Rate	99,506.14	13,147.97	112,654.11
API Adjustment	1,935.76	255.78	2,191.54
New Rate	\$ 101,441.90	\$ 13,403.75	\$ 114,845.65

Annual Fees	Base & Sewer		
	Fee	Maintenance	Total
Previous Rate	1,194,073.68	157,775.64	1,351,849.32
API Adjustment	23,229.12	3,069.36	26,298.48
New Rate	\$ 1,217,302.80	\$ 160,845.00	\$ 1,378,147.80

CPI-All Urban Consumers (Current Series)															
Original Data Value															
Series Id:	CUURS49ASA0														
Not Seasonally Adjusted															
Series Title:	All items in Los Angeles-Long Beach-Anaheim, CA,														
Area:	Los Angeles-Long Beach-Anaheim, CA														
Item:	All items														
Base Period:	1982-84=100														
Years:	2009 to 2020														
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2012	233.441	234.537	236.941	236.866	237.032	236.025	235.776	237.222	238.104	240.111	237.675	236.042	236.648	235.807	237.488
2013	238.015	239.753	239.995	239.043	239.346	239.223	238.920	239.219	239.611	239.940	238.677	238.742	239.207	239.229	239.185
2014	239.857	241.059	242.491	242.437	243.362	243.528	243.727	243.556	243.623	243.341	241.753	240.475	242.434	242.122	242.746
2015	239.724	241.297	243.738	243.569	246.093	245.459	247.066	246.328	245.431	245.812	245.711	245.357	244.632	243.313	245.951
2016	247.155	247.113	247.873	248.368	249.554	249.789	249.784	249.700	250.145	251.098	250.185	250.189	249.246	248.309	250.184
2017	252.373	253.815	254.525	254.971	255.674	255.275	256.023	256.739	257.890	258.883	259.135	259.220	256.210	254.439	257.982
2018	261.235	263.012	264.158	265.095	266.148	265.522	266.007	266.665	268.032	269.482	268.560	267.631	265.962	264.195	267.730
2019	269.468	269.608	271.311	273.945	274.479	274.380	274.682	274.579	276.054	278.075	277.239	275.553	274.114	272.199	276.03
2020	277.755	278.657	276.589												

Source: data.bls.gov/timeseries/CUURS49ASA0

Attachment "D"



PROFESSIONAL SERVICES AGREEMENT

(Engagement: Operation and Maintenance of Potable Water Facility and Sewer System)
(Parties: City of Huntington Park and Severn Trent Environmental Services, Inc.)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this **4th day of May 2015** (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and SEVERN TRENT ENVIRONMENTAL SERVICES, INC. (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.

RECITALS

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

WHEREAS, on November 19, 1990, the CITY entered into a Professional Services Agreement (the "Master Agreement") with SWWC Services, Inc., a Delaware corporation to provide operation and maintenance services of the CITY's well water production system, potable water storage system and water distribution system; and

WHEREAS, on May 13, 2013, the Professional Services Agreement was assigned to the CONTRACTOR, which assignment the City agreed to on May 22, 2013. Contractor then commenced providing operation and maintenance services under the terms and conditions of said Master Agreement; and

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

WHEREAS, the Parties desire to enter this new Agreement to replace the previous Master Agreement; and

WHEREAS, Contractor 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 May 4, 2015.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, Agency and Contractor 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, CONTRACTOR 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**"). CONTRACTOR 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 five (5) years commencing from the Effective Date unless terminated as provided elsewhere in this Agreement (hereinafter, the "Term"). Upon the conclusion of the Term, this Agreement may be renewed for a five (5) year extension term, upon mutual agreement of the Parties and approval from City Council, unless either Party issues written notice sixty (60) days in advance of its intent not to authorize an additional extension term. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as further set out herein.
- 1.3 COMPENSATION: During the term of this Agreement and any extension term provided herein, CONTRACTOR 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"**, CONTRACTOR further agrees that the total compensation for the Work shall not exceed the sum total of \$1,225,249.36 DOLLARS per year / (\$102,104.11) per month (hereinafter, the "Base Fee"). CONTRACTOR 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 CONTRACTOR's charges are projected to exceed the Contract Price prior to the expiration of the Term or any single extension term, CITY may suspend CONTRACTOR'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, CONTRACTOR 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 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 pay any undisputed amounts. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed amounts included in 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 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 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 written materials, including any electronic communications, 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 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. CONTRACTOR shall not accept directions or orders from any person other than the CITY Representative or their designee.
- 2.2 CONTRACTOR REPRESENTATIVE: CONTRACTOR hereby designates Fred Kriess 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. CONTRACTOR may, by written notice to CITY, advise CITY of any change in CONTRACTOR Representative.

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 in accordance with industry standards of CONTRACTOR's profession;
- B. CONTRACTOR shall perform all Work in a manner in accordance with this Agreement;
- 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. Except as otherwise set forth in this Agreement, all of CONTRACTOR's employees and agents (including but not limited to subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that 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 its obligation set out herein or failure on the part of CONTRACTOR's employees, agents, contractors, subcontractors and subconsultants to fulfill its obligations herein. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced as soon as reasonably practicable upon their discovery or notice by either Party and shall be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing, in accordance with applicable industry standards. The Parties acknowledge and agree that CITY's acceptance of any work performed by 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 in accordance with applicable industry standards of CONTRACTOR's profession.

2.5 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 the CITY, which consent shall not be unreasonably withheld. CITY shall have up to sixty (60) calendar days to consider any proposed assignment by CONTRACTOR. CONTRACTOR 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 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.

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

subcontractor or subconsultant shall be promptly removed by CONTRACTOR and shall not be reassigned to perform any of the Work.

2.8 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. To the extent that any changes in applicable law result in an increase in CONTRACTOR'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 CONTRACTOR'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 CONTRACTOR shall, in respect of violations that may be imposed by Applicable Law and to the extent due to CONTRACTOR's fault, be responsible for: fines, penalties, or damages. Prior to settlement or payment of any such fines, penalties or damages, the CONTRACTOR 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 CONTRACTOR's control, including the CITY's failure to approve recommended repairs or maintenance, CONTRACTOR will use its best efforts to maximize performance of the Facilities but shall not be responsible for associated violations or damages, fines or penalties which result.

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

2.10. 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 contractors 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, contractors, subcontractors and subconsultants. 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.

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 CONTRACTOR under this Agreement). The CONTRACTOR 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 CONTRACTOR hereunder.

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 Five Million Dollars (\$5,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability. CONTRACTOR shall secure Errors and Omissions Liability coverage as an endorsement to its CGL Coverage appropriate to CONTRACTOR's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and shall be endorsed to include contractual liability.
- 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 One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
- C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONTRACTOR and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONTRACTOR in the course of carrying out the Work contemplated in this Agreement.

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 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 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 or CONTRACTOR's officers, employees, agents, subcontractors or subconsultants 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. **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 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.

IV.
INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to this Agreement subject to Paragraph 4.2 and 4.3. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. 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 Work of Contractor's Design Professionals Services: Except for direct claims by the Parties against each other, the duty to indemnify, defend and hold harmless as set forth under this subsection shall apply to the negligence, recklessness or willful misconduct of any individual who qualifies as a "design professional" within the meaning of subsection (c)(2) of section 2782.8 of the California Civil Code in so far as such negligence, recklessness or willful misconduct occurs in the performance work or activities that must be performed by a "design professional." Subject to the limitation of the preceding sentence, to the fullest extent permitted by law, CONTRACTOR shall immediately defend and 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) of every nature arising out of the negligence, recklessness, or willful misconduct of CONTRACTOR or any of CONTRACTOR's officers, employees, servants, agents, contractors, subcontractors or authorized volunteers or any other person or entity involved by, for, or with or on behalf of CONTRACTOR in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of CONTRACTOR to indemnify, defend and hold harmless pursuant to this subsection includes the duty to defend as set forth in section 2778 of the California Civil Code. CONTRACTOR's obligation to indemnify applies except to the extent that it is finally adjudicated that the liability was caused by the active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then CONTRACTOR's indemnification obligation shall be reduced in proportion to the established comparative liability.
- 4.3 Work of All Other Persons/Non-Design Professionals: Except for direct claims by the Parties against each other and as otherwise provided under Section 4.2 of this Article, above, to the fullest extent permitted by law, CONTRACTOR 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 CONTRACTOR or CONTRACTOR's officers, employees, agents, servants, contractors,

subcontractors 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 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.
- 4.5 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.
- 4.6 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor 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 subcontractors 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.
- 4.7 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.
- 4.8 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, CONTRACTOR shall be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. 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 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, 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 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 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 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 CONTRACTOR, whether voluntary or involuntary; (v) CONTRACTOR's refusal or failure to perform or observe any material covenant, condition, obligation or provision of this Agreement; and/or (vi) CITY's discovery that a statement representation or warranty by 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. 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, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR 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 CONTRACTOR, the CITY may terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONTRACTOR, 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 CONTRACTOR'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, 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 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 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 subcontractors and subcontractor 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 subcontractor or subcontractor 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:

Severn Trent Environmental Services,
Inc.
Regional General Manger
Severn Trent Services
402 N. Neely Street
Gilbert, AZ 85223
Phone: (623) 572-9550
E-Mail: fred.kriess@stservices.com

CITY:

City of Huntington Park
City Manager's Office
6550 Mile Avenue
Huntington Park, CA 90255
Attn: John A. Ornelas, Interim City Manager
Phone: (626) 580-2250
Fax: (626) 580-2253

Cc: to Legal Department
Severn Trent Environmental Services,
Inc.
220 Gibraltar Road, Suite 200
Horsham, PA 19044

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 subcontractors), 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 contractors 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, 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 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 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 Contractor 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 Contractor 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.

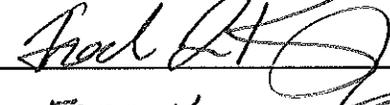
[SIGNATURE PAGE TO FOLLOW]

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: 
John A. Ornelas,
Interim City Manager

Severn Trent Environmental Services, Inc.:

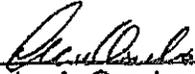
By: 
Name: FRED KRIESS JR
Title: REGIONAL GENERAL MANAGER

APPROVED AS TO FORM:

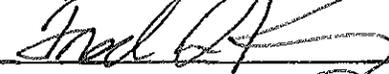
By: _____
City Attorney

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: 
John A. Ornelas,
Interim City Manager

Severn Trent Environmental Services, Inc.:

By: 
Name: FRED L. KRIEST JR.
Title: REGIONAL GENERAL MANAGER

APPROVED AS TO FORM:

By: 
City Attorney

EXHIBIT "A"
SCOPE OF WORK
(SEE ATTACHED)

SCOPE OF SERVICES

Severn Trent Services (STS) will operate and maintain the CITY's well water production system, potable water storage system and water distribution in accordance with CITY's Water Supply Permit issued by the State of California State Water Resources Control Board (SWRCB), formerly California Department of Public Health (CDPH).

Except as otherwise set forth in this agreement, STS will operate the water and sanitary sewer system in compliance with current regulatory agency guidelines effective June 2015.

This proposed SCOPE OF SERVICES outlines the major elements of the STS's plan to operate and maintain the CITY's:

- Water Well System
- Water Distribution System
- Water Storage System
- Sewer Collection System

MANAGEMENT OF THE PROGRAM

The City of Huntington Park program will be managed directly by an on-site Severn Trent Services manager. Overall management responsibility will be under the direction of:

Fred Kriess
Regional General Manager
Severn Trent Services
Office Phone: (623) 572 9550
E-mail: fred.kriess@stservices.com

The Severn Trent Services assigned Manager will be responsible for direct day to day operations. The manager has the authority to respond to the CITY's directions and requests on matters relating to operation of the potable water and sewer collection system. Severn Trent Services shall provide CITY representation at WRD, Central Basin and Metropolitan Water meetings. Severn Trent Services will also evaluate and advise CITY on annual water budget; evaluate and advise CITY on water production and distribution facilities (water engineering, lifespan, efficiency, new technologies etc.).

GENERAL WATER FACILITY DESCRIPTION

The general description of the water facility STS proposes to operate and maintain for the CITY is:

- 1) Well water supply system containing six (6) production wells
- 2) MWD water receiving system;

CITY OF HUNTINGTON PARK Operations and Maintenance

- 3) Water storage and pumping delivery systems; and
- 4) Water distribution system containing approximately:
 - 4684 residential metered connections
 - 890 commercial/industrial metered connections
 - 600 fire hydrants
- 5) Two (2) wellhead treatment systems:
 - Six (6) Air Stripping Towers- 6717 Cottage Avenue
 - Four (4) Vessels Granular Activated Carbon Treatment System-5920 Miles Avenue

GENERAL SEWER COLLECTION FACILITY DESCRIPTION

Up to date sewer location and layout plans for the CITY are not presently available.

STS will operate and maintain the CITY's Sewer Collection System. A cursory inspection sets the estimated footage to be 317,000 lineal feet.

STS is responsible to clean one half (1/2) of the system each calendar year (approximately 158,500 lineal feet), thereby allowing for a totally cleaned system once every two (2) years.

SYSTEMS STAFFING ATTENDANCE

STS assumes responsibility for control and the operational performance of the water and sewer collection systems twenty-four (24) hours per day, seven (7) days per week, holidays included. In order to accomplish this, STS will staff the water system and sewer collection system with qualified, experienced, and certified by the State of California State Water Resources Control Board (formerly CDPH) personnel five (5) days per week, eight (8) hours per day.

Routine inspections will be conducted on weekends and holidays. One water service worker will be assigned as "stand-by" to respond to emergency calls twenty-four (24) hours per day, seven (7) days per week, holidays included.

PERSONNEL ASSIGNMENT

STS shall staff the FACILITY with a minimum of eight (8) full-time personnel filling the following personnel classifications:

- Facility Manager
- Assistant Facility Manager
- Water Production Supervisor
- Meter Reader
- Water Service Workers (2)
- Sewer Service Workers (2)

CITY OF HUNTINGTON PARK Operations and Maintenance

The Facility Manager shall be certified by the State of California State Water Resources Control Board (formerly CDPH) at the minimum level.

STS shall provide qualified personnel to perform the following;

- Annual Sewer Cleaning
- Periodic Well Pump Efficiency Testing
- Annual Meter Exchange Program

The above services are included in the base price of the contract.

As indicated in the Qualifications and Experience section of this proposal, STS have the capabilities to provide a wealth of experienced personnel in all phases of water systems and collection system in all phases of water systems and collection systems' Operation, Maintenance, Engineering and Management.

PERSONNEL CERTIFICATION

The State of California State Water Resources Control Board (formerly CDPH) requires all persons responsible for water distribution system be certified at levels mandated by the State. This process requires a combination of defined technical and education as approved by the State followed by passing an exam administered by the State of California State Water Resources Control Board (formerly CDPH). Levels range 1-5 depending on level of responsibilities. In general, this has increased the skill level requirement within the current water industry. The current Water Supply Permit for the CITY requires to, employ a minimum D4/T2 Facility Manager, D3/T2 Assistant Manager, and T2 by any personnel responsible for collecting water samples.

WATER SYSTEM RECORDS

The successful operations and maintenance of water system components is dependent upon reliable, frequent inspections and efficient, repeatable Preventative Maintenance. Accurate record systems are an absolute must to achieve these two goals.

STS, has adopted and utilizes a Computer Maintenance Management System to maintain excellence in Operation and Maintenance.

Duties performed by STS in the water systems under base contract are as follows:

FACILITY INSPECTION

STS shall inspect each water well, pumping station, water storage units and other required units located within the water facilities daily and shall produce records of each inspections as part of the permanent records of the CITY. Additional inspections shall be made if required due to any change, variation, peculiarity, defect, or problem in the condition of a particular facility which makes such extra inspections reasonable necessary.

SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA)

STS shall oversee the operation of the CITY's SCADA system through the use of the CITY owned computer system located at the main office.

General tasks include but are not limited to the following:

- Monitor well and booster settings
- Monitor system pressure
- Monitor reservoir levels
- Monitor pump control as required
- Monitor alarms
- Troubleshoot

PROCESS CHEMICALS

STS shall purchase on behalf of the CITY and maintain an inventory of chlorine and others chemicals routinely used in the operations of the water FACILITY. Such chemicals shall be stored at each water well located within the water FACILITY in quantities sufficient to assure continuous operation of the water FACILITY. All chemical cost to be paid by CITY.

WELL PRODUCTION TESTS

STS shall arrange for production tests for all wells every two (2) years. STS shall provide the CITY with copies of all reports resulting from these tests.

SUPPLY AND SYSTEM METERS

STS shall verify and have certified, on an annual basis, all water production meters. Certification shall be for accuracy.

MAINTENANCE

For the purposes of this Proposal the following definition shall apply:

"Preventative Maintenance": Periodic scheduled maintenance in accordance with industry standards. Preventative maintenance is limited to:

- Lubrication
- Oil Change
- Valve Exercising
- Touch-up painting
- Line Flushing

CITY OF HUNTINGTON PARK
Operations and Maintenance

STS shall furnish personnel, tools and equipment required to properly lubricate all mechanical equipment; to replace control lamps or light bulbs; to adjust or replace pump shaft packing; or to perform other light maintenance required at specific intervals by the equipment manufacturers.

STS shall perform these services for each appropriate piece of equipment throughout the FACILITY. All data applicable solely to the CITY's equipment shall be considered the property of the CITY.

METER EXCHANGE PROGRAM

STS shall maintain a meter exchange program. STS shall replace four hundred (400) meters on an annual basis to maintain the integrity of the customer metered program. This program is included in the base contract price.

REPAIR MAINTENANCE TO THE SYSTEMS

STS shall perform maintenance work of the water FACILITY distribution system, which shall include; new meter installations (exclusive of meter exchange program), which includes the reading of the new meter and reporting the reading to the Customer Service office of the Revenue Collections office; repairs to water mains; repairs to and replacement of individual hydrants, meters and other related equipment. STS shall be responsible for maintenance and operation extensions and/or expansions of the distribution system by New Construction of water mains and water service lines between the mains and the meters. STS shall not be responsible for water lines between the meter and house or other structures.

STS may subcontract any repairs or services required under this proposal to a qualified subcontractor who has obtained all applicable state, federal or municipal licenses, permits and certificates, provided that any outside subcontractor so chosen by STS must be approved by the CITY, which may disapprove of any outside subcontractor without cause.

STS's Equipment and Services Departments are considered a subcontractor under the terms of this proposal. An *outside* subcontractor is considered to be a contractor or individual that is not a full-time employee of record of STS.

STS has provided in its base contract a maximum annual dollar amount to perform Repair Maintenance Service on all the Water and Sewer FACILITY systems, subject to an annual CPI adjustment.

The current annual amount is:

Annual Maximum Repair Maintenance Limit: \$143,000.00 (FY 14-15)

This includes materials, supplies, equipment, subcontractor costs. These costs do not include on-site regular, employee labor costs.

This annual repair maintenance limit is set up in the base contract price as an unexpected refundable item. Should the annual aggregate limit not be expended in any one contract year term, the unexpended balance shall be refunded to the CITY.

CITY OF HUNTINGTON PARK Operations and Maintenance

The CITY shall be responsible for all costs exceeding the annual repair maintenance dollar limit.

STS will provide the CITY with a monthly report and back up of the expenditures applied to this fund.

WATER CUSTOMER SERVICE

STS shall perform all usual customer services such as bi-monthly meter readings, water service turn-offs and turn-ons, and turn-offs for non-payment for the potable water supply. STS base contract prices assumes that the following approximate number of metered connections are read on a bi-monthly reading scheduled basis.

- Residential Meters: 4651
- Commercial/Industrial: 899
- Total meters in system: 5550

STS will work closely with the CITY's Revenue Collections department and furnish all necessary data to the department to provide for adequate customer billing. No additional compensation will be allowed for meters added to the water distribution system.

TURN-ON AND TURN-OFF SERVICES

Upon request by the CITY's Revenue Collections department, STS shall perform turn-on and turn-off services directly related to the proper care and maintenance of the water FACILITY. This includes any turn-on/turn-offs services performed to facilitate any construction or repairs performed, when such construction or repairs are being made to the distribution lines or system. At the time of the turn-on/turn-off service, and if requested by the CITY, STS shall install at the sole cost and expense of the CITY a water line cutoff valve.

INSPECTIONS

STS shall be responsible for CITY field inspection of all additions and or modifications to the CITY water distribution system. This change in responsibility is a reflection of current state regulations governed by State of California State Water Resources Control Board (formerly CDPH) Certification requirements.

STS shall prepare and review on behalf of the CITY a variety of formal plans and documents required by governmental and regulatory departments as they pertain to the CITY water system.

STS shall review and respond to all requests for new construction and or redevelopment in conjunction with Planning or Building and Safety to insure the water system is capable of supporting the intended development.

UNDERGROUND SERVICE ALERTS

STS shall be responsible for identifying and marking water and sewer lines on behalf of the CITY for all Dig alert work orders.

CITY OF HUNTINGTON PARK

Operations and Maintenance

WATER QUALITY SAMPLING

The CITY currently is under contract with the Water Replenishment District (WRD) to conduct the CITY's Title 22 Monitoring. The CITY is responsible to pay all lab fees associated with water quality sampling for the Water FACILITY. STS will be responsible to coordinate, schedule and assist WRD with the field sampling process if required. All records will be maintained by STS and copies will be available upon request of the CITY and State of California State Water Resources Control Board (formerly CDPH).

STS shall collect weekly Bacteriological samples as defined in the current Coliform Sampling Plan and monthly General Physical samples within the distribution system.

STS shall collect samples for the Disinfectant and Disinfection Byproducts Rule (DDBPR) and Stage 2 DDBR concerning public health risks regarding Trihalomethanes (THM's) and Haloacetic Acids (HAA5).

STS shall collect samples for the increased regulatory requirements mandated by the State of California State Water Resources Control Board (formerly CDPH) for the treatment systems located at the water well locations and all CITY well locations as required.

- Well #17- 5920 Miles Avenue Huntington Park- CTC Monitoring
- Well #15-6717 Cottage Ave Huntington Park- TCE Monitoring

STS shall collect samples for Lead and Copper monitoring as mandated by the SWRCB Supply Water permit.

STS currently serves as the representative on behalf of the CITY to input data and information into the Environmental Protection Agency (EPA) Central Data Exchange (CDX) database. The system was established by EPA to submit various sampling plans, review and update data, i.e. UCMR2, DDBPR2, etc.

REPORTS

STS will prepare and sign as certified operator all monthly operating reports as required by the State, Federal and local governments, districts, and organizations. STS shall also perform oversight of the necessary laboratory sampling and analyses as required by and in accordance with the testing requirements of the State of California State Water Resources Control Board (formerly CDPH). STS will submit required reporting to local, state and federal jurisdictions and the following agencies and all reporting to local, State, and Federal agencies and jurisdictions:

City of Huntington Park

- State of California State Water Resources Control Board (formerly CDPH)
- County Environmental Department Health Services
- Environmental Protection Agency

STS shall prepare the comprehensive State Water Resources Annual Drinking Water Report which consists of data concerning every aspect of the CITY's water system for the calendar year.

CITY OF HUNTINGTON PARK Operations and Maintenance

Key elements include, but are not limited to, the following:

- Water Quality
- Water Storage Information
- Sampling Plans
- Service Connection
- Maximum/Minimum Water Demand Usage
- Water Issues and Complaints
- Improvements
- Reservoir Inspections

OPERATION AND MAINTENANCE REPORTS

Two (2) copies shall be provided monthly and submitted to the CITY by the 15th day of the following month. The report shall cover the following minimum information:

- Data required by the SWRCB
- Overview statement of operation and any significant events
- Delinquent shut-off report
- Monthly emergency call-out report
- Power usage report
- Meter replacement report
- Water production report
- Daily log of operations
- Corrective repair log
- Progress report

SEWER COLLECTION SYSTEM

STS will operate and maintain the CITY's Sewer Collection System. At the time of preparation of this proposal definitive sewer plans are not available. The estimated footage is 317,000 lineal feet.

It is mutually agreed between the CITY and STS that the Sewer Collection System is estimated to contain approximately 317,000 lineal feet. STS will clean one half (1/2) of the Sewer Collection system each contract year, (approximately 158,500 lineal feet) thereby allowing for a totally cleaned system every other year.

The base cost of this contract includes the cost of cleaning half the sewer system (approximately 158,500 lineal feet) annually and any additional sewer linear footage that may be added to the system. No additional compensation shall be allowed.

CITY OF HUNTINGTON PARK Operations and Maintenance

Should the CITY require additional footage cleaned beyond the annual estimated footage of 158,500 lineal feet, a charge of \$0.51 per lineal feet shall be paid by the CITY in accordance with the CITY's Sewer Management Plan (SSMP).

STS shall utilize equipment and personnel from its sewer maintenance department to perform the annual cleaning. STS shall utilize a VAC-CON LN 8000 Type high pressure cleaning system for this cleaning procedure.

STS shall respond to all sewer emergency calls, twenty-four (24) hours a day, seven (7) days per week, holidays included within two (2) hours. Emergency response calls are included in the base contract price. STS shall notify the CITY within twenty-four (24) hours of any emergency call-out and provide the CITY with the following minimum data:

- Time of day reported to STS
- Time of day STS responds
- Nature of problem
- Solution to problem
- Name, address, phone number of complaining party

The CITY will receive a monthly sewer cleaning report which will include the following:

- Amount of contract cleaning performed
- Emergency call out report listing time reported, time of response, problem, name and address of compliant
- General system conditions report

SEWER SYSTEM OVERFLOW (SSO)/ SEWER SYSTEM MANAGEMENT PLAN (SSMP)

STS's participation is outlined in the CITY's SSMP.

MAJOR EQUIPMENT

Included in the base contract price, STS shall furnish, operate and maintain the following equipment units:

- One (1) Utility Truck w/crane (water)
- One (1) VacCon Sewer Truck
- One (1) Customer Service Truck
- Three (3) Service Truck (water distribution)
- One (1) Service Truck (water production)
- One (1) Meter Read Truck
- One (1) Manager Truck
- Vehicle communication system
- Air Compressor/ Jack Hammer Unit
- Backhoe
- Valve Exerciser
- Arrow Board/Traffic Control Equipment

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CPI INDEX ADJUSTMENT

This contract will be reviewed annually for compensation increase or decrease, based on Los Angeles Region CPI Index as published by the Bureau of Labor Statistics. This annual average increase or decrease reported will be utilized to increase or decrease the compensation of the year following the reported year. *Under no circumstance shall the annual adjustment be less than 1% or greater than 3%.*

ADDITIONAL SERVICES

At the request of the CITY and at the option of STS, STS shall provide additional services for the CITY. Compensation for such services shall be negotiated on a case-by-case basis.

Any additional field work requested by the CITY or required under the contract shall be performed at the following rate classifications:

1. Personnel

Manager	\$70/hour
Chief Operator	\$55/hour
Supervisor	\$55/hour
Maintenance Technician	\$32/hour

2. Equipment

Service Truck	\$27/hour
Utility Truck	\$35/hour
Sewer Cleaning Truck (Jetter)	\$0.51/foot
Dump Truck	\$35/hour
Backhoe	\$40/hour
Other	at comparable rental rate

Overhead and profit rate shall be established at twenty percent (20%) for all additional work and five percent (5%) for City Administration Fee, however, work related to and for the direct benefit of the CITY shall be at ten percent (10%).

WELL REPAIR, REPLACEMENT, AND UPGRADES

When directed by the CITY and agreed upon by STS, STS shall provide and/or subcontract project management which may include design, installation, repairs and/or replacement production facilities, appurtenant facilities, and water distribution system at an additional cost to the City beyond the base contract price.

SANITATION AND HEALTH COMPLIANCE

When directed by the CITY and agreed upon by STS, STS shall provide management of CITY's Cross Connection Control Programs as listed in the Huntington Park Municipal Code Title 6 Sanitation and

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Health, Chapter 5 Water System, Article 3 Cross-Connection Control at an additional cost to the City beyond the base contract price. .

CHANGE OF SCOPE

Should the SCOPE OF SERVICES be changed due to changes in Regulatory permit requirements and/or other changes initiated and mandated, STS and the CITY shall negotiate the increase or decrease as required.