

# CITY OF HUNTINGTON PARK

## City Council

### Regular Meeting Agenda

**Tuesday, August 15, 2017**

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

**Marilyn Sanabria**  
Mayor

**Jhonny Pineda**  
Vice Mayor

**Karina Macias**  
Council Member

**Graciela Ortiz**  
Council Member

**Manuel “Manny” Avila**  
Council Member



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

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

## **CALL TO ORDER**

## **ROLL CALL**

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

## **INVOCATION**

## **PLEDGE OF ALLEGIANCE**

## **PRESENTATIONS**

Presentation by Dilia Ortega Southeast LA Community Organizer on Charging Stations

Proclamation Presented to South Central Family Health Center (SCFHC) Proclaiming August 13-19, 2017, as "National Health Center Week 2017"

## **PUBLIC COMMENT**

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

## **STAFF RESPONSE**

RECESS TO CLOSED SESSION

## **CLOSED SESSION**

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
Government Code Section 54956.8  
Property Location: 2901-2909 Sauson Avenue, Huntington Park, CA  
APN#s: 6310-016-005 thru 007  
Agency Negotiator: Edgar Cisneros, City Manager and Manuel Acosta, Economic Development Manager  
Negotiating Parties: Owner  
Under Negotiation: Sale
2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
Government Code Section 54956.9(d)(1)  
California Charter Schools Association v. City of Huntington Park, et al.  
Case No. BS 166035

Continued.....

## **CLOSED SESSION (CONTINUED)**

### **3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

Government Code Section 54956.9(d)(1) - One Matter

City of Huntington Park v. Kevin Hunt; Central Basin Municipal Water District,  
et.al.

LASC Case No. BS169612

### **4. PUBLIC EMPLOYEE EMPLOYMENT**

Government Code Section 54957(b)(1) -

Title: Director of Finance

RECONVENE TO OPEN SESSION

## **CLOSED SESSION ANNOUNCEMENT**

### **CONSENT CALENDAR**

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

#### **FINANCE**

##### **1. Approve Accounts Payable and Payroll Warrants dated August 15, 2017**

#### **COMMUNITY DEVELOPMENT**

##### **2. Approve Contract with Sarahang Construction for Services Related to the City's LEAD Based Paint Hazard Control Program at 3916 Olive Street, Huntington Park, California**

#### **RECOMMENDATION OF ITEM UNDER CONSIDERATION:**

1. Approve contract with Sarahang Construction, for an amount of \$6,000 to remediate lead-based paint hazards on a single-family unit located at 3916 Olive Street; and
2. Authorize City Manager to sign the contracts and approve change orders in an amount not to exceed 10% of the total contract amount

## **CONSENT CALENDAR (CONTINUED)**

### **COMMUNITY DEVELOPMENT (CONTINUED)**

- 3. Approve Contract with De La Torre Construction for Services Related to the City's LEAD Based Paint Hazard Control and Minor Home Repair Program at 3727 Santa Ana Street, Huntington Park, California**

#### **RECOMMENDATION OF ITEM UNDER CONSIDERATION:**

- 1. Approve contract with De La Torre Construction Services, to perform eligible home improvement work under the City's Lead Based Paint Hazard Program and CDBG Minor Home repair programs on a single-family unit located at 3727 Santa Ana Street. The contract under each program will comprise of the following:**
  - a) \$16,000 to remediate lead-based paint hazards**
  - b) \$7,500 to perform exterior paint improvements under the City's CDBG Minor Home Repair Program; and**
- 2. Authorize City Manager to sign the contracts and approve change orders in an amount not to exceed 10% of the contract amount.**

- 4. Approve Contract with Sarahang Construction for Services Related to the City's LEAD Based Paint Hazard Control Program at 6249 Bissell Street, Huntington Park, California**

#### **RECOMMENDATION OF ITEM UNDER CONSIDERATION:**

- 1. Approve contract with Sarahang Construction, for an amount of \$7,500 to remediate lead-based paint hazards on a single-family unit located at 6249 Bissell Street; and**
- 2. Authorize City Manager to sign the contracts and approve change orders in an amount not to exceed 10% of the total contract amount**

## **CONSENT CALENDAR (CONTINUED)**

### **CITY MANAGER/OFFICE OF THE CITY CLERK**

5. **Ordinance Moving the Date of the City's General Municipal Election with a Statewide Election No Later Than the November 8, 2022, Statewide Election to Comply with California Senate Bill SB 415 "California Voter Participation Rights Act" and Ordinance Amending the City of Huntington Park's Municipal Code Related to Elections**

#### **RECOMMENDATION OF ITEM UNDER CONSIDERATION:**

1. Waive second reading and adopt Ordinance No. 2017-959, Amending the Huntington Park Municipal Code, Chapter 9, Sections 2-9.01 and 2-9.03(c), moving the Date of the City's General Municipal Election from the First Tuesday After the First Monday in March of Odd Numbered Years to the First Tuesday After the First Monday in March of Even Numbered Years starting March 2020, the Terms of those Persons Elected to City Offices in March 2015, shall run until March 2020 and then increase Terms by three (3) months, terms ending in March 2020 to June 2024. Those persons Elected to City Offices in March 2017, shall run until March 2022 and then increase terms by three (3) months, terms ending in March 2022 to June 2026;
2. Waive second reading and adopt Ordinance No. 2017-960, Amending the City of Huntington Park's Municipal Code, Title 2 "Administration," Chapter 9 "Municipal Elections," Section 2-9.01 "Elections" and Section 2-9.03 "Limitation of Terms" to Comply with California Senate Bill SB 415 "California Voter Participation Rights Act";

#### **END OF CONSENT CALENDAR**

## REGULAR AGENDA

### CITY COUNCIL

**6      Appointment of an Oversight Board Member of the Successor Agency for the Community Development Commission of the City of Huntington Park**

#### RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Re-appoint a new member to the Oversight Board to represent the City of Huntington Park.

### POLICE

**7.     Approve Request to Purchase a Police Narcotics Detection Canine, Associated Narcotics Detection Training Course, and First Year of Monthly Training and On-Site Training Re-Certification**

#### RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize requisition of funds to purchase a Police Narcotics Detection Canine and associated training courses for one (1) year from Adlerhorst International, LLC;
2. Authorize requisition of budgeted funds of \$10,000.00 from Forfeiture Fund, Account #229-7010-421.74-10;
3. Authorize additional budget appropriation of \$6,370.00 from Forfeiture Fund, Account #229-7010-421.74-10; and
4. Authorize Chief of Police to purchase the Police Narcotics Detection Canine and associated training courses.

**8.     Approve Request to Purchase Two (2) Police Department Investigative Division Police Vehicles and Supplementary Equipment**

#### RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize requisition of funds to purchase and equip two (2) new Police Department Investigative Division police vehicles from CHEVROLET MOTOR COMPANY, specifically Folsom Chevrolet, as well as emergency response equipment from Black & White Emergency Vehicles, and radio equipment from Motorola Solutions;
2. Authorize Requisition of budgeted funds of \$50,000.00 from Forfeiture Fund, Account #229-7010-421.74-10;
3. Authorize additional budget appropriation of \$48,510.15 from Forfeiture Fund, Account #229-7010-421.74-10; and
4. Authorize Chief of Police to purchase the vehicles and associated equipment.

## **REGULAR AGENDA (CONTINUED)**

### **PUBLIC WORKS**

#### **9. Authorize Award of Contract to Precision Concrete Cutting for Trip Hazard Removal Survey Services**

##### **RECOMMENDATION OF ITEM UNDER CONSIDERATION:**

1. Approve award of contract to Precision Concrete Cutting as a sole source provider for trip hazard removal survey services in-lieu of typical City procurement requirements; and
2. Authorize City Manager or designee to execute the contract.

### **END OF REGULAR AGENDA**

### **DEPARTMENTAL REPORTS** (Information only)

### **WRITTEN COMMUNICATIONS**

### **COUNCIL COMMUNICATIONS**

**Council Member Manuel “Manny” Avila**

**Council Member Graciela Ortiz**

**Council Member Karina Macias**

**Vice Mayor Jhonny Pineda**

**Mayor Marilyn Sanabria**

### **ADJOURNMENT**

The City of Huntington Park City Council will adjourn to a Regular Meeting on Tuesday, September 5, 2017, at 6:00 P.M

I Donna G. Schwartz, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted at City of Huntington Park City Hall and made available at [www.hPCA.gov](http://www.hPCA.gov) not less than 24 hours prior to the meeting. Dated this 10<sup>th</sup> day of August 2017.

  
Donna G. Schwartz, CMC, City Clerk

## City of Huntington Park

### List of Funds

Fund	Description	Fund	Description
111	General Fund	237	Community Planning
112	Waste Collection/Disposal	239	Federal CDBG Fund
114	Spec Events Contrib Rec	240	HUD EZ/EC Soc Sec Block
115	Contingency Fund	242	HUD Home Program
120	Special Revenue DNA ID	243	HUD 108 B03MC060566
121	Special Revnu Welfare Imm	245	EPA Brownfield
150	Emergency Preparedness	246	LBPHCP-Lead Base
151	Economic Development	247	Neighborhood Stabilzation
201	Environmental Justice	248	Homelessness Prevention
212	P & R Grants	252	ABC
213	Park Facilities	275	Successor Agency
214	Recreation Field Charter	283	Sewer Maintenance Fund
216	Employees Retirement Fund	285	Solid Waste Mgmt Fund
217	OPEB	286	Illegal Disposal Abatemnt
219	Sales Tax-Transit Fund A	287	Solid Waste Recycle Grant
220	Sales Tax-Transit C	288	COMPBC
221	State Gasoline Tax Fund	334	Ped/Bike Path Fund
222	Measure R	349	Capital Improvement Fund
223	Local Origin Program Fund	475	Public Financng Authority
224	Office of Traffc & Safety	533	Business Improv Dist Fund
225	Cal Cops Fund	535	Strt Lght & Lndscp Assess
226	Air Quality Improv Trust	681	Water Department Fund
227	Offc of Criminal Justice	741	Fleet Maintenance
228	Bureau of Justice Fund	745	Worker's Compensation Fnd
229	Police Forfeiture Fund	746	Employee Benefit Fund
231	Parking System Fund	748	Veh & Equip Replacement
232	Art in Public Places Fund	779	Deferred Comp. Trust Fund
233	Bullet Proof Vest Grant	800	Pooled Cash
234	Congressional Earmark	801	Pooled Cash Fund
235	Federal Street Improvmnt	802	Pooled Interest

**CITY OF HUNTINGTON PARK**

**DEMAND REGISTER**

**8-15-2017**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
1-800-TIMECLOCKS INC	42849	111-1010-411.61-20	Dept Supplies & Expense	95.00
	43238	111-1010-411.61-20	Dept Supplies & Expense	717.72
				<b>\$812.72</b>
ADMIN SURE	10253	745-9030-413.33-70	Contractual Srv 3rd Party	7,080.40
				<b>\$7,080.40</b>
AFSCME COUNCIL 36	PPE 7/30/2017	802-0000-217.60-10	Association Dues	727.32
				<b>\$727.32</b>
AIR-TECH ENVIRONMENTAL, INC	34203	111-8020-431.43-10	Buildings - O S & M	900.00
				<b>\$900.00</b>
ALEJANDRA DOMINGUEZ	64451/64743	111-0000-347.50-00	Deposit Refund	35.00
				<b>\$35.00</b>
ALFREDO DE LA TORRE CONSTRUCTION	6056-1	246-5098-463.73-10	Improvements	13,800.00
	6056-2	246-5098-463.73-10	Improvements	700.00
	6310-1	246-5098-463.73-10	Improvements	58,700.00
				<b>\$73,200.00</b>
ALVAREZ-GLASMAN & COLVIN	2017-05-16127	745-9031-413.32-70	Contractual Srv Legal	6,316.27
	2017-05-16128	745-9031-413.32-70	Contractual Srv Legal	162.00
	2017-05-16129	745-9031-413.32-70	Contractual Srv Legal	5,972.08
	2017-05-16130	745-9031-413.32-70	Contractual Srv Legal	407.38
	2017-05-16131	745-9031-413.32-70	Contractual Srv Legal	1,568.77
	2017-06-16289	745-9031-413.32-70	Contractual Srv Legal	811.06
	2017-06-16290	745-9031-413.32-70	Contractual Srv Legal	2,344.55
	2017-06-16291	745-9031-413.32-70	Contractual Srv Legal	72.00
	2017-06-16292	745-9031-413.32-70	Contractual Srv Legal	754.98
	2017-06-16293	745-9031-413.32-70	Contractual Srv Legal	120.50
	2017-06-16294	745-9031-413.32-70	Contractual Srv Legal	585.00
	2017-06-16295	745-9031-413.32-70	Contractual Srv Legal	390.00
				<b>\$19,504.59</b>
AMERICAN FAMILY LIFE ASSURANCE	PPE 7/30/2017	802-0000-217.50-40	Life-Cancer Insurance	106.58
				<b>\$106.58</b>
AMERICAN RENTALS INC	115612	111-6020-451.56-41	Contractual Srv - Other	391.50
				<b>\$391.50</b>
AMERICAN TRANSPORTATION SYSTEMS	104019	219-0250-431.57-70	Recreation Transit	1,187.96
	104060	219-0250-431.57-70	Recreation Transit	1,190.92
				<b>\$2,378.88</b>
ANTONIO MUÑOZ	62747/500510	111-0000-341.10-00	Planning Permit Refund	650.00
				<b>\$650.00</b>
ARAMARK UNIFORM & CAREER APPAREL	532565660	741-8060-431.61-20	Dept Supplies & Expense	95.14
	532582642	741-8060-431.61-20	Dept Supplies & Expense	95.14
	532599715	741-8060-431.61-20	Dept Supplies & Expense	91.74
	532616719	741-8060-431.61-20	Dept Supplies & Expense	109.81
				<b>\$391.83</b>

**CITY OF HUNTINGTON PARK**

**DEMAND REGISTER**

**8-15-2017**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
AREA E DISASTER MGMT BOARD	201812	111-7010-421.56-41	Contractual Srv - Other	2,986.00
				<b>\$2,986.00</b>
ARROYO BACKGROUND INVESTIGATIONS	1326	111-7010-421.56-41	Contractual Srv - Other	975.00
				<b>\$975.00</b>
AT&T	7/12/17	111-7010-421.53-10	Telephone & Wireless	40.81
				<b>\$40.81</b>
AT&T MOBILITY	X07142017	111-7010-421.53-10	Telephone & Wireless	4,049.44
				<b>\$4,049.44</b>
AT&T PAYMENT CENTER	6/28/2017	111-7010-421.53-10	Telephone & Wireless	419.44
	7/20-8/19/17	111-7010-421.53-10	Telephone & Wireless	54.65
				<b>\$474.09</b>
BATTERY SYSTEMS INC	4078678	741-8060-431.43-20	Fleet Maintenance	664.00
				<b>\$664.00</b>
BENEFIT ADMINISTRATION CORPORATION	6027287-IN	111-0230-413.56-41	Contractual Srv - Other	80.00
				<b>\$80.00</b>
BLUE STAR DOOR REPAIR INC	3043	229-7010-421.74-10	Equipment	5,221.98
	3044	229-7010-421.74-10	Equipment	3,570.32
				<b>\$8,792.30</b>
CALIF PUBLIC EMPLOYEES RETIREMENT	PPE 7/16/2017	802-0000-217.30-10	PERS	34,326.09
	PPE 7/16/2017	802-0000-218.10-10	PERS Employer	58,507.23
				<b>\$92,833.32</b>
CALIFORNIA RESERVE POLICE	3631	111-7010-421.59-20	Professional Develop Post	96.00
				<b>\$96.00</b>
CARLOS W MAGANA	8/2/2017	111-6030-451.33-90	Referee Services	96.00
				<b>\$96.00</b>
CARPENTER ROTHANS & DUMONT LLP	29355	745-9031-413.32-70	Contractual Srv Legal	3,414.26
	29414	745-9031-413.32-70	Contractual Srv Legal	495.00
				<b>\$3,909.26</b>
CASA MEDICI LLC	20061-24742	681-0000-228.70-00	Utilities Refund	83.81
				<b>\$83.81</b>
CENTRAL BASIN WATER ASSN	7/5/2017	681-8030-461.59-15	Professional Development	1,976.50
				<b>\$1,976.50</b>
CHARTER COMMUNICATIONS	0444795072217	111-9010-419.53-10	Telephone & Wireless	680.00
	0389644072117	121-7040-421.56-14	Welfare Inmate Fd Expense	220.62
				<b>\$900.62</b>
CITY OF HUNTINGTON PARK FLEXIBLE	PPE 7/30/2017	802-0000-217.30-30	Med Reimb 125	380.84
				<b>\$380.84</b>
CITY OF HUNTINGTON PARK GEA	PPE 7/30/2017	802-0000-217.60-10	Association Dues	140.05
				<b>\$140.05</b>
COLONIAL SUPPLEMENTAL INSURANCE	PPE 7/30/2017	802-0000-217.50-40	Life-Cancer Insurance	1,051.59
				<b>\$1,051.59</b>

## CITY OF HUNTINGTON PARK

## DEMAND REGISTER

8-15-2017

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
COMMERCIAL TIRE COMPANY	1-139768	741-8060-431.43-20	Fleet Maintenance	166.26
				<b>\$166.26</b>
CONSOLIDATED OFFICE SYSTEMS	28951	111-7040-421.61-31	Dept Supplies Records	987.68
				<b>\$987.68</b>
COUNTY OF LOS ANGELES DEPT	6/30/2017	111-9010-419.31-50	County Admin Fee-City Rcb	1,515.47
				<b>\$1,515.47</b>
CROWN POLY, INC	0005077	111-0000-321.10-00	Business License Refund	800.00
	0005077	111-0000-321.10-20	Processing Fee Business	1.68
				<b>\$801.68</b>
CSULB FOUNDATION	5270-31735	111-7010-421.59-20	Professional Develop Post	632.00
				<b>\$632.00</b>
CWE	17560	111-8030-461.56-42	Storm Water WMP	29,360.00
				<b>\$29,360.00</b>
DAILY JOURNAL CORPORATION	B3035202	111-4010-431.54-00	Advertising & Publication	50.40
	B3035208	111-4010-431.54-00	Advertising & Publication	50.40
	B3028448	111-5010-419.54-00	Advertising & Publication	264.60
	B3035206	111-5010-419.54-00	Advertising & Publication	92.40
				<b>\$457.80</b>
DANIEL CARBAJAL	21759-5344	681-0000-228.70-00	Utilities Refund	28.07
				<b>\$28.07</b>
DAPEER, ROSENBLIT & LITVAK	13464	111-0220-411.32-20	Legal Exp - Prosecutor Sv	1,196.44
				<b>\$1,196.44</b>
DATA TICKET INC.	80982	111-3010-415.44-00	Rentals & Leases	789.00
	80982	111-3010-415.56-15	Citation Prkng Collection	3,086.63
	80982	111-3010-415.56-41	Contractual Srvc - Other	5,366.16
	80982	111-9010-419.53-10	Telephone & Wireless	656.49
	81014	111-9010-419.56-41	Contractual Srvc - Other	145.17
				<b>\$10,043.45</b>
DAVID SANTILLANA	02678R	111-7010-421.61-20	Dept Supplies & Expense	37.25
				<b>\$37.25</b>
DAY WIRELESS SYSTEMS	589236_B	111-7010-421.56-41	Contractual Srvc - Other	8,636.00
				<b>\$8,636.00</b>
DELTA DENTAL	BE002335325	802-0000-217.50-20	Dental Insurance	7,897.95
				<b>\$7,897.95</b>
DELTA DENTAL INSURANCE COMPANY	BE002332066	802-0000-217.50-20	Dental Insurance	2,881.23
				<b>\$2,881.23</b>
DEPARTMENT OF ANIMAL CARE & CONTROL	7/15/2017	111-7065-441.56-41	Contractual Srvc - Other	14,131.57
				<b>\$14,131.57</b>
DF POLYGRAPH	2017/5	111-7030-421.56-41	Contractual Srvc - Other	875.00
				<b>\$875.00</b>

**CITY OF HUNTINGTON PARK**  
**DEMAND REGISTER**  
**8-15-2017**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
DISH NETWORK	7/27/2017	111-7022-421.56-41	Contractual Srv - Other	63.66
				<b>\$63.66</b>
E.B. BRADLEY CO.	1680560-02	111-8024-421.43-10	Buildings - O S & M	5.00
				<b>\$5.00</b>
EDUARDO ROBLES	64093/64879	111-0000-347.50-00	Deposit Refund	30.00
				<b>\$30.00</b>
EDWIN RUANO	7651	111-9010-419.74-10	Equipment	650.00
				<b>\$650.00</b>
EGGLI COURT REPORTERS	E071117	111-0220-411.32-70	Contractual Srv Legal	750.00
	E071217	111-0220-411.32-70	Contractual Srv Legal	750.00
				<b>\$1,500.00</b>
EMPLOYMENT DEVELOPMENT DEPT.	L0101957408	111-0230-413.52-90	Ins - Unemployment	1,141.00
	L0101957408	746-0217-413.52-90	Ins - Unemployment	5,313.00
				<b>\$6,454.00</b>
ESTEFANIA ZAMORA	8/3/2017	746-0218-413.35-10	Tuition Assistance	308.68
				<b>\$308.68</b>
EXPRESS PIPE & SUPPLY CO., LLC	S102115652.001	111-8023-451.43-10	Buildings - O S & M	1,946.28
				<b>\$1,946.28</b>
F&A FEDERAL CREDIT UNION	PPE 7/30/2017	802-0000-217.60-40	Credit Union	12,240.00
				<b>\$12,240.00</b>
FAIR HOUSING FOUNDATION	7/7/2017	239-5060-463.56-41	Contractual Srv - Other	434.96
				<b>\$434.96</b>
FEDEX	5-873-26345	111-7010-421.61-20	Dept Supplies & Expense	6.32
	5-879-42765	111-7010-421.61-20	Dept Supplies & Expense	9.38
				<b>\$15.70</b>
FERGUSON ENTERPRISES INC	4889460	111-8024-421.43-10	Buildings - O S & M	337.30
	4890122	111-8024-421.43-10	Buildings - O S & M	28.75
				<b>\$366.05</b>
FINN & CLOVER	0020285	111-0000-228.70-00	Business License Refund	60.00
				<b>\$60.00</b>
GALLS, LLC	BC0441849	111-7022-421.61-24	Patrol Admin Volunteers	329.08
				<b>\$329.08</b>
GARDA CL WEST, INC.	10324655	111-9010-419.33-10	Bank Services	677.29
				<b>\$677.29</b>
GATEWAY CITIES COUNCIL OF	LAR UR2 2017-05	111-8030-461.56-42	Storm Water WMP	40,747.33
	6/14/2017	219-0250-431.59-15	Professional Development	25,000.00
				<b>\$65,747.33</b>
GEO PLASTICS	70939	287-8057-432.61-20	Dept Supplies & Expense	1,969.14
				<b>\$1,969.14</b>
GLOBALSTAR USA	100000008525228	111-7010-421.53-10	Telephone & Wireless	69.09
				<b>\$69.09</b>

**CITY OF HUNTINGTON PARK**

**DEMAND REGISTER**

**8-15-2017**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
GRAINGER	9493368469	111-8020-431.43-10	Buildings - O S & M	713.18
	9493368469	111-8024-421.43-10	Buildings - O S & M	713.19
				<b>\$1,426.37</b>
GRANICUS	89266	111-1010-411.56-41	Contractual Srvc - Other	5,340.00
				<b>\$5,340.00</b>
HDL COREN & CONE	0024080-IN	111-9010-419.56-41	Contractual Srvc - Other	1,871.51
				<b>\$1,871.51</b>
HERNANDEZ, ALFREDO	19115-11986	681-0000-228.70-00	Utilities Refund	100.00
				<b>\$100.00</b>
HILDA ESTRADA	009	111-1010-411.56-41	Contractual Srvc - Other	1,600.00
	6	111-1010-411.56-41	Contractual Srvc - Other	2,400.00
	7	111-1010-411.56-41	Contractual Srvc - Other	5,600.00
	8	111-1010-411.56-41	Contractual Srvc - Other	800.00
				<b>\$10,400.00</b>
HONEYWELL INTERNATIONAL INC.	5240524121	111-8022-419.56-41	Contractual Srvc - Other	14,417.88
	5240524121	111-8023-451.56-41	Contractual Srvc - Other	14,417.88
	5240524121	111-8024-421.56-41	Contractual Srvc - Other	14,417.88
				<b>\$43,253.64</b>
HUNTINGTON PARK CHAMBER OF COM	0020260	111-0000-228.70-00	Business License Refund	60.00
				<b>\$60.00</b>
HUNTINGTON PARK POLICE MGMT ASSN.	PPE 7/30/2017	802-0000-217.60-10	Association Dues	150.00
				<b>\$150.00</b>
HUNTINGTON PARK POLICE OFFICER ASSN	PPE 7/30/2017	802-0000-217.60-10	Association Dues	4,800.44
				<b>\$4,800.44</b>
HUNTINGTON PARK RUBBER STAMP CO.	RGC001932	111-0120-413.61-15	Special Supplies	56.76
	RGC002089	111-7010-421.61-20	Dept Supplies & Expense	42.71
				<b>\$99.47</b>
INDEPENDENT CITIES ASSOCIATION	3042	745-9030-413.26-00	Workers Comp Premium	276,480.00
	3042	745-9031-413.52-20	Insurance Liability Premium	659,770.00
	3042	745-9031-413.52-10	Insurance Property Premium	44,938.00
	3042	745-9031-413.52-10	Insurance Property Premium	179,331.00
				<b>\$1,160,519.00</b>
INDEPENDENT CITIES RISK MGMT	3065	745-9031-413.52-25	Insurance Liability Premium	159,247.27
				<b>\$159,247.27</b>
INTER VALLEY POOL SUPPLY, INC	97275	681-8030-461.41-00	Water Purchase	220.64
	97276	681-8030-461.41-00	Water Purchase	310.90
	97277	681-8030-461.41-00	Water Purchase	120.35
	97651	681-8030-461.41-00	Water Purchase	234.01
	97652	681-8030-461.41-00	Water Purchase	200.58
	97653	681-8030-461.41-00	Water Purchase	167.15

**CITY OF HUNTINGTON PARK**

**DEMAND REGISTER**

**8-15-2017**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
INTER VALLEY POOL SUPPLY, INC	97654	681-8030-461.41-00	Water Purchase	133.72
	97969	681-8030-461.41-00	Water Purchase	108.65
	97970	681-8030-461.41-00	Water Purchase	208.94
	97971	681-8030-461.41-00	Water Purchase	142.08
	97972	681-8030-461.41-00	Water Purchase	158.79
				<b>\$2,005.81</b>
INTOXIMETERS	569820	111-7022-421.61-24	Patrol Admin Volunteers	361.31
				<b>\$361.31</b>
JCL TRAFFIC	91586	221-8012-429.61-20	Dept Supplies & Expense	308.09
				<b>\$308.09</b>
JDS TANK TESTING & REPAIR INC	10524	741-8060-431.43-20	Fleet Maintenance	135.00
				<b>\$135.00</b>
JIMENEZ, JOSE M	16511-21530	681-0000-228.70-00	Utilities Refund	69.20
				<b>\$69.20</b>
JOBS AVAILABLE INC	1717015	111-0230-413.54-00	Advertising & Publication	585.00
	1717015A	111-0230-413.54-00	Advertising & Publication	1,384.50
				<b>\$1,969.50</b>
JOE COVARRUBIAS	8/2/2017	111-6030-451.33-90	Referee Services	96.00
				<b>\$96.00</b>
JOSEPH R. GIRON	8/2/2017	111-6030-451.33-90	Referee Services	96.00
				<b>\$96.00</b>
LA COUNTY SHERIFF'S DEPT	175066SS	111-7022-421.56-41	Contractual Srvc - Other	934.90
				<b>\$934.90</b>
LACMTA	100786	219-0250-431.58-50	Bus Passes	6,460.00
				<b>\$6,460.00</b>
LAKESHORE LEARNING MATERIALS	001631	111-6020-451.61-35	Recreation Supplies	146.52
				<b>\$146.52</b>
LAN WAN ENTERPRISE, INC	58708	111-0230-413.74-10	Equipment	1,518.61
	58709	111-0230-413.74-10	Equipment	1,573.48
	57960	111-4010-431.61-20	Dept Supplies & Expense	33.26
	58015	111-8010-431.74-10	Equipment	4,925.00
	58431	111-8020-431.61-20	Dept Supplies & Expense	326.92
	58581	111-8020-431.61-20	Dept Supplies & Expense	1,569.23
	58433	111-8020-431.74-10	Equipment	1,820.70
	58313	111-9010-419.43-15	Financial Systems	3,897.40
	58351	111-9010-419.43-15	Financial Systems	903.86
	58400	111-9010-419.43-15	Financial Systems	960.00
	58450	111-9010-419.43-15	Financial Systems	956.17
	58538	111-9010-419.43-15	Financial Systems	219.34

**CITY OF HUNTINGTON PARK**

**DEMAND REGISTER**

**8-15-2017**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
LAN WAN ENTERPRISE, INC	58638	111-9010-419.43-15	Financial Systems	23,500.00
	58797	111-9010-419.43-15	Financial Systems	999.75
	58014	285-8050-432.74-10	Equipment	135.97
	58122	285-8050-432.74-10	Equipment	643.77
	58014	681-8030-461.74-10	Equipment	728.80
				<b>\$44,712.26</b>
LAO DEMOSTHENES Y	0001372	111-0000-228.70-00	Business License Refund	15.00
				<b>\$15.00</b>
LIBRA SCALE CO.	0001966	111-0000-228.70-00	Business License Refund	5.26
				<b>\$5.26</b>
LOS ANGELES BRASS PRODUCTS	0001195	111-0000-228.70-00	Business License Refund	174.00
				<b>\$174.00</b>
LUCKY TOURS CHARTER INC	2162	219-0250-431.57-70	Recreation Transit	750.00
				<b>\$750.00</b>
LYNBERG & WATKINS APC	42025	745-9031-413.32-70	Contractual Srv Legal	175.50
	42140	745-9031-413.32-70	Contractual Srv Legal	856.00
	42143	745-9031-413.32-70	Contractual Srv Legal	87.75
	43017	745-9031-413.32-70	Contractual Srv Legal	40.50
	46075	745-9031-413.32-70	Contractual Srv Legal	3,114.79
	46076	745-9031-413.32-70	Contractual Srv Legal	646.14
				<b>\$4,920.68</b>
MACKEY INDUSTRIAL REPAIR	4122	535-8090-452.61-20	Dept Supplies & Expense	750.00
				<b>\$750.00</b>
MANAGED HEALTH NETWORK	PRM-010775	802-0000-217.50-60	Employee Mental Wellness	1,323.28
				<b>\$1,323.28</b>
MCMASTER-CARR SUPPLY CO.	40156941	111-8020-431.43-10	Buildings - O S & M	184.05
				<b>\$184.05</b>
MIRACLE RECREATION EQUIPMENT	788970	535-8090-452.61-20	Dept Supplies & Expense	535.92
				<b>\$535.92</b>
MOTOROLA INC	SOCAL10170	741-8060-431.56-41	Contractual Srv - Other	91.00
				<b>\$91.00</b>
NAJAR INVESTIGATIONS	769	111-0230-413.56-41	Contractual Srv - Other	1,225.00
				<b>\$1,225.00</b>
NATION WIDE RETIREMENT SOLUTIONS	PPE 7/30/2017	802-0000-217.40-10	Deferred Compensation	16,529.31
				<b>\$16,529.31</b>
O'REILLY AUTO PARTS	2959-238694	219-0250-431.43-21	Metro Transit O S & M	98.41
	2959-254237	219-0250-431.43-21	Metro Transit O S & M	22.83
	2959-256468	219-0250-431.43-21	Metro Transit O S & M	22.83
	2959-257642	741-8060-431.43-20	Fleet Maintenance	88.02

**CITY OF HUNTINGTON PARK**  
**DEMAND REGISTER**  
**8-15-2017**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
O'REILLY AUTO PARTS	2959-257648	741-8060-431.43-20	Fleet Maintenance	184.37
	2959-257879	741-8060-431.43-20	Fleet Maintenance	412.22
	2959-259401	741-8060-431.43-20	Fleet Maintenance	241.73
	2959-259424	741-8060-431.43-20	Fleet Maintenance	76.32
	2959-259602	741-8060-431.43-20	Fleet Maintenance	199.83
	2959-259738	741-8060-431.43-20	Fleet Maintenance	106.81
	2959-259860	741-8060-431.43-20	Fleet Maintenance	32.32
	2959-260167	741-8060-431.43-20	Fleet Maintenance	146.54
	2959-260178	741-8060-431.43-20	Fleet Maintenance	6.51
	2959-260211	741-8060-431.43-20	Fleet Maintenance	10.37
				<b>\$1,649.11</b>
OK PRINTING DESIGN & DIGITAL PRINT	521	111-7010-421.61-20	Dept Supplies & Expense	82.34
				<b>\$82.34</b>
OSCAR RUBIO	62926/64843	111-0000-347.70-00	Facility Refund	250.00
				<b>\$250.00</b>
OSUNA SINALOA AUTO GLASS CORP	1000618	741-8060-431.43-20	Fleet Maintenance	330.00
				<b>\$330.00</b>
OWEN GROUP, INC	3893	222-4010-431.56-41	Contractual Srvc - Other	13,165.00
				<b>\$13,165.00</b>
PENHALL COMPANY	0013678	111-0000-228.70-00	Business License Refund	5.27
				<b>\$5.27</b>
PENSKE CHEVROLET	212518	741-8060-431.43-20	Fleet Maintenance	257.43
				<b>\$257.43</b>
PEREZ, MERCEDES M.	20071-7898	681-0000-228.70-00	Utilities Refund	72.54
				<b>\$72.54</b>
PRUDENTIAL OVERALL SUPPLY	52027702	111-6010-451.56-41	Contractual Srvc - Other	122.91
	52028656	111-7010-421.61-20	Dept Supplies & Expense	20.07
	50994803	111-7022-421.61-28	Dept Supplies DEU	18.94
	52028657	111-8022-419.43-10	Buildings - O S & M	30.07
				<b>\$191.99</b>
PURCHASE POWER	07/14/2017	111-9010-419.53-20	Postage	1,078.93
				<b>\$1,078.93</b>
RAMCAST ORNAMENTAL SUPPLY CO, INC.	0500866-IN	111-8020-431.43-10	Buildings - O S & M	131.10
	0494284-IN	535-8090-452.61-20	Dept Supplies & Expense	31.00
	0503391-IN	535-8090-452.61-20	Dept Supplies & Expense	600.56
				<b>\$762.66</b>
READYREFRESH	07G0034574871	111-7030-421.61-20	Dept Supplies & Expense	139.16
				<b>\$139.16</b>

**CITY OF HUNTINGTON PARK**

**DEMAND REGISTER**

**8-15-2017**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
RICOH AMERICAS CORP	55370859	111-6010-451.56-41	Contractual Srv - Other	55.60
				<b>\$55.60</b>
RICOH USA, INC.	5049452580	111-6010-451.56-41	Contractual Srv - Other	117.30
				<b>\$117.30</b>
ROBERT MORENO	8/2/2017	111-6030-451.33-90	Referee Services	96.00
				<b>\$96.00</b>
SAFETY KLEEN	73966798	741-8060-431.43-20	Fleet Maintenance	584.66
				<b>\$584.66</b>
SALVADOR ORTEGA	4473317	111-8020-431.61-20	Dept Supplies & Expense	21.39
				<b>\$21.39</b>
SALVATION ARMY	7/13/2017	239-5210-463.57-85	Salvation Army Southeast	3,500.00
				<b>\$3,500.00</b>
SARAHANG CONSTRUCTION INC	415	246-5098-463.73-10	Improvements	581.25
				<b>\$581.25</b>
SEVERN TRENT ENVIRONMENTAL SERVICES	20603	283-8040-432.56-41	Contractual Srv - Other	10,295.74
	21536	283-8040-432.56-41	Contractual Srv - Other	11,748.30
	20603	681-8030-461.56-41	Contractual Srv - Other	93,816.93
	21536	681-8030-461.56-41	Contractual Srv - Other	92,364.37
				<b>\$208,225.34</b>
SMART & FINAL	43092	111-7010-421.61-20	Dept Supplies & Expense	171.98
	59332	111-7022-421.61-28	Dept Supplies DEU	95.82
				<b>\$267.80</b>
SOURCE ONE OFFICE PRODUCTS, INC.	OE-QT-35914-1	111-1010-411.61-20	Dept Supplies & Expense	316.82
	OE-QT-35914-1	111-3010-415.61-20	Dept Supplies & Expense	142.02
	OE-QT-35914-1	111-6010-451.61-20	Dept Supplies & Expense	54.62
	OE-QT-35914-1	111-7010-421.61-20	Dept Supplies & Expense	557.18
	OE-QT-35914-1	111-8020-431.61-20	Dept Supplies & Expense	21.86
				<b>\$1,092.50</b>
SOUTH COAST AIR QUALITY MGMT DISTR.	3102969	741-8060-431.43-20	Fleet Maintenance	125.47
	3104039	741-8060-431.43-20	Fleet Maintenance	125.47
				<b>\$250.94</b>
SPARKLETT'S	15142085 072017	111-0210-413.61-20	Dept Supplies & Expense	358.85
	15142085 072017	111-1010-411.61-20	Dept Supplies & Expense	1.00
	15142085 072017	111-3010-415.61-20	Dept Supplies & Expense	69.08
	15142085 072017	111-5010-419.61-20	Dept Supplies & Expense	23.37
	15142085 072017	111-8020-431.61-20	Dept Supplies & Expense	23.36
	15142085 072017	239-5040-463.61-20	Dept Supplies & Expense	23.37
	15142085 072017	741-8060-431.43-20	Fleet Maintenance	76.58
				<b>\$575.61</b>

**CITY OF HUNTINGTON PARK**

**DEMAND REGISTER**

**8-15-2017**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
SRI JEEVAPRAKASH	63996/64801	111-0000-347.70-00	Facility Refund	500.00
				<b>\$500.00</b>
STACY MEDICAL CENTER	3160-20943	111-7022-421.56-15	Prisoner Medical Services	1,945.00
	3160-21258	111-7022-421.56-15	Prisoner Medical Services	145.00
				<b>\$2,090.00</b>
STANDARD INSURANCE COMPANY	8/1/2017	802-0000-217.50-70	Life, ADD, LT Disability	8,826.46
				<b>\$8,826.46</b>
TRANSTECH ENGINEERS, INC.	20172340	111-4010-431.56-62	Contract Engineer Service	15,953.81
	20172341	111-4010-431.56-62	Contract Engineer Service	3,060.00
	20172342	111-4010-431.56-62	Contract Engineer Service	187.50
	20172345	111-4010-431.56-62	Contract Engineer Service	1,017.50
	20172347	111-4010-431.56-62	Contract Engineer Service	770.00
	20172352	111-4010-431.56-62	Contract Engineer Service	605.00
	20172353	111-4010-431.56-62	Contract Engineer Service	707.50
	20172354	111-4010-431.56-62	Contract Engineer Service	405.00
	20172355	111-4010-431.56-62	Contract Engineer Service	270.00
	20172358	111-4010-431.56-62	Contract Engineer Service	982.50
	20172359	111-4010-431.56-62	Contract Engineer Service	180.00
	20172361	111-4010-431.56-62	Contract Engineer Service	847.50
	20172396	111-4010-431.56-62	Contract Engineer Service	2,070.00
	20172397	111-4010-431.56-62	Contract Engineer Service	1,000.00
	20172398	111-4010-431.56-62	Contract Engineer Service	200.00
	20171241R	222-4010-431.73-10	Improvements	4,280.00
				<b>\$32,536.31</b>
U.S. BANK	PPE 7/30/2017	802-0000-217.30-20	PARS	3,883.89
	PPE 7/30/2017	802-0000-218.10-05	PARS EMPLOYER	18,556.25
				<b>\$22,440.14</b>
U.S. HEALTH WORKS	3163350-CA	111-0230-413.56-41	Contractual Srvc - Other	83.00
	3166945-CA	111-0230-413.56-41	Contractual Srvc - Other	543.00
				<b>\$626.00</b>
ULINE	88996844	111-7040-421.61-33	Dept Supplies Prop Evidnc	1,117.86
				<b>\$1,117.86</b>
UNITED PACIFIC WASTE & RECYCLING	07/20/2017	111-0000-115.30-20	Delinquent-L.A. Assessors	62.48
				<b>\$62.48</b>
URBAN FUTURES INCORPORATED	CD-2017-35	216-3010-415.56-41	Contractual Srvc - Other	2,150.00
	CD-2017-34	275-9750-465.56-41	Contractual Srvc - Other	1,850.00
				<b>\$4,000.00</b>
USA POOLS LLC	1792	111-6020-451.56-41	Contractual Srvc - Other	2,170.00
				<b>\$2,170.00</b>

**CITY OF HUNTINGTON PARK**

**DEMAND REGISTER**

**8-15-2017**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
V & V MANUFACTURING, INC.	44879	111-7010-421.61-20	Dept Supplies & Expense	125.31
				<b>\$125.31</b>
VALLARTA COLLISION & BODY SHOP INC.	1025	741-8060-431.43-20	Fleet Maintenance	1,975.50
	1026	741-8060-431.43-20	Fleet Maintenance	3,886.68
				<b>\$5,862.18</b>
VERIZON WIRELESS	9785898497	111-0110-411.53-10	Telephone & Wireless	307.05
	9787643699	111-0110-411.53-10	Telephone & Wireless	307.05
	9789381691	111-0110-411.53-10	Telephone & Wireless	311.19
	9785898497	111-0210-413.53-10	Telephone & Wireless	105.42
	9787643699	111-0210-413.53-10	Telephone & Wireless	105.42
	9789381691	111-0210-413.53-10	Telephone & Wireless	105.46
	9785898497	111-6010-419.53-10	Telephone & Wireless	117.38
	9787643699	111-6010-419.53-10	Telephone & Wireless	117.38
	9789381691	111-6010-419.53-10	Telephone & Wireless	117.42
	9785898497	111-9010-419.53-10	Telephone & Wireless	25.30
	9787643699	111-9010-419.53-10	Telephone & Wireless	25.89
	9789381691	111-9010-419.53-10	Telephone & Wireless	25.58
				<b>\$1,670.54</b>
VERMILLION INVESTIGATIONS	2/24/2017	745-9031-413.32-70	Contractual Srv Legal	1,192.50
				<b>\$1,192.50</b>
WELLS FARGO	2441289660FWJ4Y	111-0110-411.61-20	Dept Supplies & Expense	100.00
	08/01/17-CREDIT	111-0210-413.59-15	Professional Development	-0.03
	24492156EMHQHK9	111-0210-413.59-15	Professional Development	155.43
	2469216612XG8NA	111-0210-413.59-15	Professional Development	400.00
	24492155RS1EDRS	111-0240-466.61-20	Dept Supplies & Expense	0.99
				<b>\$656.39</b>
WELLS FARGO BANK-FIT	PPE 7/30/2017	802-0000-217.20-10	Federal W/Holding	56,584.05
				<b>\$56,584.05</b>
WELLS FARGO BANK-MEDICARE	PPE 7/30/2017	802-0000-217.10-10	Medicare	6,923.48
				<b>\$6,923.48</b>
WELLS FARGO BANK-SIT	PPE 7/30/2017	802-0000-217.20-20	State W/Holding	18,107.11
				<b>\$18,107.11</b>
WEST GOVERNMENT SERVICES	836421726	111-7030-421.56-41	Contractual Srv - Other	636.00
				<b>\$636.00</b>
WESTERN EXTERMINATOR COMPANY	5202329	111-8020-431.56-41	Contractual Srv - Other	64.50
	5202329	111-8022-419.56-41	Contractual Srv - Other	47.00
	5202329	111-8023-451.56-41	Contractual Srv - Other	88.50
	5202329	111-8024-421.56-41	Contractual Srv - Other	48.00
	5202329	535-8090-452.56-60	Contract Landscape Labor	134.00
				<b>\$382.00</b>

**CITY OF HUNTINGTON PARK**  
**DEMAND REGISTER**  
**8-15-2017**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
WESTERN FENCE & SUPPLY CO	22105-46285	535-8090-452.61-20	Dept Supplies & Expense	1,750.00
				<b>\$1,750.00</b>
WILLDAN FINANCIAL SERVICES	010-35015	111-9010-419.56-41	Contractual Srvc - Other	200.00
	010-33879	535-8016-431.56-41	Contractual Srvc - Other	1,945.70
				<b>\$2,145.70</b>
YAID MORENO	8/2/2017	111-6030-451.33-90	Referee Services	288.00
				<b>\$288.00</b>
YAZMIN CHAVEZ	0045	111-0230-413.61-20	Dept Supplies & Expense	17.01
	252425575092	111-0230-413.61-20	Dept Supplies & Expense	18.47
				<b>\$35.48</b>
				<b>\$2,273,369.16</b>



# CITY OF HUNTINGTON PARK

Community Development Department  
City Council Agenda Report

August 15, 2017

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 CONTRACT WITH SARAHANG CONSTRUCTION FOR SERVICES RELATED TO THE CITY'S LEAD BASED PAINT HAZARD CONTROL PROGRAM AT 3916 OLIVE STREET, HUNTINGTON PARK, CALIFORNIA**

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

1. Approve contract with Sarahang Construction, for an amount of \$6,000 to remediate lead-based paint hazards on a single-family unit located at 3916 Olive Street; and
2. Authorize City Manager to sign the contracts and approve change orders in an amount not to exceed 10% of the total contract amount

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On August 27, 2015, The U.S. Department of Housing and Urban Development (HUD) Office of Healthy Homes and Lead Hazard Control awarded the City \$1,676,997 in grant funds to implement its Lead Based Paint Hazard Control Program over a three-year period. Through the program the City will be able to identify and remediate lead-based paint hazards in a total of 90 single and multi-family units occupied by low and very-low income families with children, and educate the community about lead poisoning prevention and healthy homes. The program provides eligible property owners grants averaging \$15,900 per unit in single-family properties (owner or renter occupied), \$9,000 per unit in multifamily rental properties, and \$4,500 for vacant properties.

City staff received three bids to perform lead abatement work for an eligible, single-family property located at 3916 Olive Street. The following table summarizes the bids received:

**APPROVE CONTRACT WITH SARAHANG CONSTRUCTION FOR SERVICES RELATED TO THE CITY'S LEAD BASED PAINT HAZARD CONTROL PROGRAM AT 3916 OLIVE STREET, HUNTINGTON PARK, CALIFORNIA**

August 15, 2017

Page 2 of 3

<b>Contractor</b>	<b>Bid Amount</b>
PAS	6,733
VIZION'S	6,365
Sarahang	6,000

Based on the bid analysis performed, Sarahang Construction, Inc. is considered to be the lowest qualified bidder for this project. Therefore, staff recommends that City Council approve the attached contract and authorize the City Manager to approve change orders not to exceed 10% or \$600 of the total contract amount.

**Scope of Work**

The general scope of work eligible under the program is comprised of the following:

1. Removal of all paint friction portions of lead-laden interior and exterior components (i.e. doors, windows and floors)
2. Removal of all loose and peeling paint from interior and exterior components (i.e. door, door frames, window frames, eaves, rafters, fascia, columns, ceilings, walls, etc.)
3. Removal of lead positive dust from all floors window sills and window wells
4. Interim control measures through removal of soil that tests positive for lead above regulatory limits.
5. Window and door replacement
6. Paint/color match interior and exterior treated areas
7. Healthy homes interventions focusing on allergen reduction, moisture control, pest management, and injury prevention

**FISCAL IMPACT/FINANCING**

The contract will be fully paid through the Lead Based Paint Hazard Control Program grant. Funding for this program was approved in the City's FY 2017-18 Budget under account number 246-5098-463.73-10.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The purpose of the program is to reduce health and safety hazards in homes through evaluation and control work done in conjunction with lead hazard control activities.

**APPROVE CONTRACT WITH SARAHANG CONSTRUCTION FOR SERVICES  
RELATED TO THE CITY'S LEAD BASED PAINT HAZARD CONTROL PROGRAM  
AT 3916 OLIVE STREET, HUNTINGTON PARK, CALIFORNIA**

August 15, 2017

Page 3 of 3

Families residing in enrolled units are required to get a blood-lead level test performed on their children under age six. The intention of these efforts is to increase the local availability of housing that is safe from environmental hazards, to enhance the local capacity to address these housing-based threats to public health, and to focus these efforts especially on protecting young children.

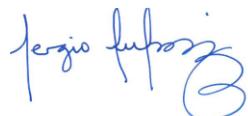
**CONCLUSION**

Upon execution of the contract staff will issue a notice to proceed with the work and monitor the project.

Respectfully submitted,



EDGAR P. CISNEROS  
City Manager



Sergio Infanzon  
Community Development Director

**ATTACHMENT(S)**

- A. Bid Evaluation
- B. DRAFT Contract

## ATTACHMENT "A"

**CITY OF HUNTINGTON PARK Lead Based Paint Grant Program**

**Bid Evaluation**

3917 Olive St

ITEM	PAS	VIZION'S	Sarahang
<b>LBPH</b>			
1 Interior Ceramic Tile Surfaces	n/a	n/a	
2 Exterior - Door frame to laundry room	323	275	300
3 Window Components	2,906	1,650	2,000
4 Eaves, rafters on north side	1,935	2,950	1,500
5 Ext - Ceramic tile surfaces	n/a	n/a	n/a
6 Waste Disposal	770	350	600
<b>Subtotal</b>	\$ 5,933	\$ 5,225	\$ 4,400
<b>Healthy Homes</b>			
1 Smoke & carbon monoxide detector	\$ 600	\$ 650	\$ 800
2 Repair hole in bedroom closet	\$ 200	\$ 490	\$ 800
<b>Subtotal</b>	\$ 800	\$ 1,140	\$ 1,600
<b>TOTAL</b>	\$ 6,733	\$ 6,365	\$ 6,000

## ATTACHMENT “B”

## LEAD HAZARD CONTROL PROGRAM

**This Agreement**, is made and entered into this 15th day of August, 2017, by and between the City of Huntington Park (hereinafter "City") Glafira Leon and Carolina Leon (hereinafter "Owner") and Sarahang Construction, Inc. (hereinafter "Contractor"), bearing California Contractor's License No 897724.

### RECITALS

A. The City of Huntington Park has established the Lead Hazard Control Program (the "Program") pursuant to which the City makes grants for lead abatement purposes to a qualified person or persons in accordance with the income and household size requirements of the Program.

B. The tenants residing at the property are deemed Qualified Persons who have received a grant under the Program for use in connection with the Program guidelines for lead contaminated single and multi-family occupied by Owner or renter located on certain real property known as 3916 Olive Street, Huntington Park, California 90255 ("Property").

C. City has selected Contractor to perform the work proposed for the Property and Contractor has represented that he is properly licensed and fully qualified to perform the work upon the terms and conditions set forth in this Agreement;

NOW, THEREFORE, the parties, in consideration of the mutual covenants below and for valuable consideration, the adequacy is acknowledged, agree as follows:

**1. Description of Project and Description of the Significant Materials to Be Used and Equipment to Be Installed.** Contractor shall furnish all labor, services and materials necessary to construct and complete in a good, workmanlike and prompt manner, the work described on plans and/or specifications attached hereto and incorporated herein by this reference as Exhibit A at the Property ("Work"). Contractor agrees to perform such work in accordance with this Agreement, all applicable laws, including Federal Standard Labor Provisions and Prevailing Wage Laws as applicable, and the City of Huntington Park's Rehabilitation Standards and Specifications.

**2. Execution of Agreement.** Owner has executed this contract on August 15, 2017. The Owner may cancel this contract at any time prior to midnight on the third day after the date of this transaction by providing to Contractor a notice of Cancellation to be mailed to Contractor at the address set forth in section 28 of this contract.

**3. Work Write-Up, Specifications and Drawings.** The Contractor has carefully compared and studied the work write-up, rehabilitation specifications, and drawings. Any part of the work or any item not specifically set forth in the work write-up or

drawings but which is necessary for the proper completion of the work and which is not specifically excluded from the Contract shall be supplied and set in place at the expense of the Contractor as though it had been shown on the drawings or mentioned in the work write-up.

**4. Contract Price.** For the Work described in this Agreement included as Exhibit A, Contractor shall receive an amount not to exceed Six Thousand Dollars (\$6,000)

**5. Progress Payments.** Progress payments for the Work are to be made by the City to Contractor, upon City's approval of completion of the Work. Contractor shall submit an invoice for progress payments for Work completed in such detail as required by the City. Within twenty days after receipt of a properly submitted invoice, a progress payment shall be made to Contractor. In connection with each progress payment, five percent (5%) of all sums otherwise due to Contractor for work performed shall be retained. By submitting an invoice to the City, Contractor makes the following representations to the City: that to the best of Contractor's knowledge, information and belief, the design and construction have progressed to the point indicated; that the quality of the portion of the Work covered by the invoice is in accordance with the Work Write-Up; and that Contractor is entitled to payment in the amount requested.

Payments shall be made directly to the Contractor by the City. The City retains the right to approve all payments described in this Contract, as amended, and shall have the right to withhold its approval of any payment of funds requested by the Contractor, if in its determination such payment would be in violation of the terms of this Agreement.

Contractor shall pay each subcontractor from payments received from the City, and Contractor's payments to subcontractors shall be made promptly after receipt of payment from the City. The City nor Owner shall have an obligation or requirement to pay a subcontractor of Contractor.

Contractor warrants that: (1) title to the portions of the Work, materials and equipment covered by a payment invoice shall pass to the City, either by incorporation in construction or upon receipt of payment by Contractor, whichever occurs first; (2) the portions of the Work, materials and equipment covered by a previous payment application are free and clear of liens, claims, security interests or encumbrances (collectively referred to as "liens" hereinafter); and (3) no portion of the Work, materials or equipment covered by a payment application will have been acquired by Contractor, or any other person performing construction at the project site or furnishing materials or equipment for the Work.

Final payment constituting the entire unpaid balance due and any amount retained, shall be paid to Contractor upon receipt of Contractor's final invoice for payment when the Work has been completed, this Contract has been fully performed and all applicable lien periods have expired, except for those responsibilities of Contractor

that survive final payment and provided that no liens have been filed, and all lien released have been submitted and a notice of completion has been recorded. Contractor agrees that the work shall be completed free from any and all liens and claims of artisans, materials, suppliers, subcontractors, laborers and any other party.

**The schedule of progress payments must specifically describe each phase of work, including the type and amount of work or services scheduled to be supplied in each phase, along with the amount of each proposed progress payment. IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWN PAYMENT.**

**6. Warranty.** Contractor hereby warrants that all labor and materials provided in conjunction with this Agreement, or under any change orders which may be made in conjunction with this Agreement, shall meet the accepted standards of the trade. Contractor specifically warrants that any such defects which are found within one year from the date of completion of this contract shall be repaired or replaced, at Contractors option, at no expense to the Owner.

**7. Approximate Start Date and Approximate Completion Date.** The Work shall commence within **five (5)** calendar days of receipt of written notice from City to Contractor to proceed ("Notice to Proceed") and the Work shall be substantially completed within **21** calendar days thereafter. This schedule is subject to any unforeseen delays which are not in anyway, the fault of the Contractor, and which are caused by acts of god. The above stated substantial completion schedule shall be substantially adhered to during the term of this Contract unless Owner and Contractor agree in writing that a schedule modification is appropriate.

The term "substantial completion" as used herein, shall be defined as completion of the work suitable to meet the requirements of the issuance of a Certificate of Occupancy or Temporary Certificate of Occupancy by the City of Huntington Park and/or approval of the Owner if no Certificate of Occupancy is required of the improvement contemplated by this Agreement.

**8. Inspection.** The City of Huntington Park and their designees ("City") shall have the right to inspect all work performed under this Contract. The Contractor and Owner will take all steps necessary to assure that the City are permitted to examine and inspect the Property, and all contracts, materials, equipment, payrolls, and conditions of employment pertaining to the work, including all relevant data and records. By such inspection, the City assumes no responsibility to the Owner for defective material or work under this Agreement or to either party for any breach of this Contract by the other. However, the City may determine whether or not work by Contractor on the project is in compliance with the plans and specifications. The City may determine the adequacy of Contractor's methods, plans and appurtenances and make such directions relative to sufficiency of forces as may be reasonably necessary to insure proper and continuous execution of work. The City may stop the

work of Contractor if necessary to prevent improper execution and may determine the amount, quality, and fitness of the several kinds of work and materials. The City may reject all work and materials that do not conform to the requirements of this Agreement. All instructions, rulings, and decisions of the City of Huntington Park shall be binding on Owner and Contractor when delivered or mailed to Owner or Contractor in writing.

**9. Lead Based Paint Clearance.** Upon Completion of work performed by the contractor the City is to retain an Environmental Consultant to conduct a Lead Based Paint Clearance Inspection. Funds are to be released to the Contractor upon issue of Hazard Reduction Notice. In the event the work performed by the Contractor fails to pass clearance, Contractor agrees to re-clean spaces that failed until clearance is achieved. City is to deduct funds from Contractor's Contract Price equal to costs for each occasion that sampled areas fail clearance.

**10. List of Documents to be Incorporated into the Contract.** The following documents shall be deemed, for all purposes, the contract documents applicable to the work to be performed by Contractor pursuant hereto:

- a. This Agreement;
- b. The plans and specifications, which are attached hereto as Exhibit A.
- c. Notice inviting proposals, if any; and
- d. The proposal by Contractor.

**11. Assignment.** Contractor shall not assign the performance of this Contract, or any party thereof, nor any monies due hereunder, without the prior written consent of the Owner and the City of Huntington Park.

**12. Insurance Requirements.** Contractor shall take out and maintain in full force during the term of this contract, the following insurance coverage.

a. Workers' Compensation Insurance in minimum amounts required by law for all employees.

b. General Comprehensive Liability Insurance coverage in minimum amounts of \$1,000,000.00, covering injury to person and/or property, including, but not limited to injury to the person of Owner or damage to his property.

Contractor shall supply City with certificates of insurance, evidencing the existence of such insurance and each certificate shall contain a provision that the said policies represented by such certificates cannot be canceled; except upon 30 days prior written notice to City of such cancellation. In the event that such insurance is canceled; City may direct Contractor to cease all activities pursuant to this Agreement, or, in the alternative, at Owner's discretion, obtain such insurance coverage in the name of Contractor, and deduct the costs of such premiums from such sums as may be due to Contractor. The Owner and City shall be named as additional insureds on the general comprehensive liability insurance coverage.

Contractor carries commercial general liability insurance written by Ferrante Insurance Services, Inc. 925-674-1663

**13. Indemnification.** The Contractor and Owner agrees to defend, indemnify, protect and hold harmless the City of Huntington Park and the City of Huntington Park Community Development Commission, their officers, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, or liability of any kind, including claims for injury to or death of persons, or damage to property arising out of Contractor's negligent or wrongful acts or omissions in performing or failing to perform under the terms of this Agreement.

**14. Performance and Labor and Material Bonds.** [Check Provision if Applicable]

\_\_\_\_ Prior to commencement of the work, Contractor shall provide the City with a Performance Bond in the amount of the Contract and a Labor and Materials Bond in the amount of the Contract from a surety acceptable to the City.

**15. Cooperation of Owner.** While this Agreement is in force, Owner and or Renter shall permit Contractor to use existing utilities such as light, heat, power and water to carry out and complete the work, and shall cooperate with Contractor to facilitate the performance of the work, including the removal and replacement of rugs, draperies, coverings, furniture, etc., as necessary.

**16. Protection.** The Contractor shall at all times provide protection to persons and property against weather, rain, wind, storms and heat and all activities associated with the work performed in conjunction with this Agreement so as to maintain the entire premises and all work, materials, apparatus and fixtures free from injury or damage. At the end of a day's work, all new work, and the premises, likely to be damaged shall be protected and/or secured. Any work or any portion of the premises damaged by failure to provide protection as required above shall be replaced or repaired at Contractor's expense.

**17. Project Insurance.** The Contractor will procure, at his expense, "builder's all risk" course of construction insurance covering one hundred percent (100%) replacement cost of the completed work to be performed under this Contract and such other insurance to protect against fire, vandalism and malicious mischief pertaining to construction of the project.

**18. Change Orders.** No change in work, as described in the work write-up, specifications and drawings, shall be made except upon the mutual written consent of Owner, Contractor and the City of Huntington Park. Contractor shall not be entitled to any compensation for any extra work unless such written agreement is made and entered into. Such agreement shall describe the nature of the extra work, the

estimated time for completion thereof, and the terms of compensation to be paid to Contractor for the performance of the same.

**19. Note about Extra Work and Change Orders.** Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of any work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments.

**20. Real Property Liens.** Contractor shall pay promptly all valid bills and charges for material, labor or otherwise in connection with or arising out of the construction of the improvements on the Property and will hold Owner of the property free and harmless against all liens and claims of lien for labor and material, or either of them, filed against the property or any part thereof, and from and against all expense and liability in connection therewith, including, but not limited to; court costs and attorney's fees resulting or arising there from. Should any liens or claims of lien be filed for record against the property, or should Owner receive notice of any unpaid bill or charge in connection with the construction, Contractor shall forthwith either pay and discharge the same and cause the same to be released of record, or shall furnish Owner with proper indemnity either by of satisfactory corporate surety bond or satisfactory title policy, which indemnity shall also be subject to approval of lien holder.

**21. Equal Opportunity Provision.** Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion or national origin.

Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

**22. Cleanup.** Upon completion of the work contemplated by this Agreement, the Contractor shall cause all debris resulting from such construction to be removed from the Owner's property and shall leave the Owner's property in a neat and broom-clean condition.

**23. Contactor's Affidavit.** After the completion of the work contemplated by this Contract, Contractor shall file with the City his affidavit stating that all workmen and persons employed, all firms supplying materials, and all subcontractors on the work have been paid in full, and that there are no claims outstanding against the project for either labor or materials, except certain items, if any, to be set forth in an affidavit covering disputed claims or items in connection with a Stop Notice which has been filed under the provisions of the laws of the State of California.

**24. Suspension or Termination of Contract.** The Owner may at any time, for any reason, with or without cause, suspend or terminate this Contract, or any portion hereof, by serving upon the Contractor at least five (5) days prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the Owner suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

In the event this Agreement is terminated pursuant to this Section, the Owner shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the Owner. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City pursuant to Section 2.

**25. Automatic Termination.** This Agreement is contingent upon the funding of the grant necessary to fund the payment of all costs, provided for under this agreement. Failure to obtain such funding for whatever reason shall cause this Agreement to be automatically terminated.

**26. Discrimination.** Contractor represents that it has not, and agrees that it will not, discriminate in its employment practices on the basis of race, creed, religion, national origin, color, sex, age, or handicap.

**27. Attorney's Fees.** In the event of litigation between the parties arising out of or connected with this Agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation, if awarded by the court.

**28. Authority to Execute this Agreement.** The person or persons executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

**29. Notices.** Notices pursuant to this Agreement shall be given by personal service on the person to be noticed, or by deposit in the custody of the United States Postal Service, of an envelope containing the notices, sealed and postage pre-paid, addressed as follows:

Owner: Glaflira & Carolina Leon  
3917 Olive Street  
Huntington Park, CA 90255

Contractor: Sarahang Construction, Inc  
11905 Darlene Ln  
Moorpark, CA 93025

**30. Lead Based Paint.** Contractor and Owner agree that the use of any lead based paints is strictly prohibited and shall not be used on this project.

**31. Disputes.** Disputes regarding the interpretation or application of any provision of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties, including but not limited to submission to non-binding mediation if agreed upon by both parties. If the parties agree to non-binding mediation, any disputes under this Agreement shall be submitted to mediation to the American Arbitration Association ("AAA") and shall be conducted under the rules of AAA for non-binding mediation of commercial disputes. Mediation shall take place in Los Angeles County unless both parties agree to an alternate location. If such dispute is submitted to non-binding mediation, neither party may commence litigation with respect to the matters submitted to mediation until after the completion of the initial mediation session, or forty-five (45) days after the date of filing the written request for mediation, whichever occurs first. The provisions of this Section may be enforced by any court of competent jurisdiction.

**32. Contractor Eligibility.** Contractor hereby warrants and states that Contractor is eligible for award of a contract receiving Federal assistance. Further Contractor agrees only eligible subcontractors, who have certified eligibility in written contracts containing Federal Labor Standard Provisions, if applicable, shall be awarded subcontracts in connection with the work described herein.

**33. Conflicts of Interest.** Contractor hereby warrants and states that none of the following have any interest or benefit, direct or indirect, in this Agreement:

- a. Any officer or employee of the City who exercises any function or responsibility in connection with administration of the Lead Hazard Control Program, or any member of the governing body of the City.
- b. Any member of the governing body of the locality [as defined by 24 CFR 510.4(m)].
- c. Any member of or delegate to the Congress of the United States.
- d. Any Resident Commissioner.
- e. Any person employed by HUD at a grade level of GS-9 or above.

**34. Consumer Notice—Performance of Extra or Change-Order Work Notice.**

A contractor is not required to perform additional work or changes without written approval in a "change Order" before any of the new work is stated.

- (i) The scope of work encompassed by the order.
- (ii) The amount to be added or subtracted from the contract.
- (iii) The effect the order will make in the progress payments or the completion date.

The Contractors failure to comply with the requirements of this section does not preclude the recover of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

### **35. Three Day Right to Cancel.**

**The law requires that the Contractor give you a notice explaining your right to cancel. Initial the box if the contractor has given you a "notice of the Three-Day Right to Cancel."**

**36. Entire Agreement.** This Contract and its exhibits, contain the entire understanding between the parties relating to the obligations of the parties described therein. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Contract and shall be of no further force or effect. Each party is entering into this Contract based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

//  
//  
//  
//

Parties have caused this Agreement to be executed as follows:

OWNER

---

Signature

---

Name

---

Signature

---

Name

CONTRACTOR

---

Signature

**UNDER THE REQUIREMENTS OF STATE CONTRACTOR LAW THE OWNER OR TENANT HAS THE RIGHT TO REQUIRE THE CONTRACTOR TO HAVE A PERFORMANCE AND PAYMENT BOND.**

**YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS AGREEMENT, SIGNED BY BOTH YOU AND THE CONTRACTOR, BEFORE ANY WORK MAY BE STARTED.**

**THE ABOVE AGREEMENT HAS BEEN REVIEWED AND APPROVED AS TO FORM BY THE CITY OF HUNTINGTON PARK.**

---

City Manager

---

Date



# CITY OF HUNTINGTON PARK

Community Development Department  
City Council Agenda Report

August 15, 2017

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 CONTRACT WITH DE LA TORRE CONSTRUCTION FOR SERVICES RELATED TO THE CITY'S LEAD BASED PAINT HAZARD CONTROL AND MINOR HOME REPAIR PROGRAM AT 3727 SANTA ANA STREET, HUNTINGTON PARK, CALIFORNIA**

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

1. Approve contract with De La Torre Construction Services, to perform eligible home improvement work under the City's Lead Based Paint Hazard Program and CDBG Minor Home repair programs on a single-family unit located at 3727 Santa Ana Street. The contract under each program will comprise of the following:
  - a) \$16,000 to remediate lead-based paint hazards
  - b) \$7,500 to perform exterior paint improvements under the City's CDBG Minor Home Repair Program; and
2. Authorize City Manager to sign the contracts and approve change orders in an amount not to exceed 10% of the contract amount.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On August 27, 2015, The U.S. Department of Housing and Urban Development (HUD) Office of Healthy Homes and Lead Hazard Control awarded the City \$1,676,997 in grant funds to implement its Lead Based Paint Hazard Control Program over a three-year period. Through the program the City will be able to identify and remediate lead-based paint hazards in a total of 90 single and multi-family units occupied by low and very-low income families with children (under 6 years of age), and educate the community about lead poisoning prevention and healthy homes. The program provides eligible property owners grants averaging \$15,900 per unit in single-family properties (owner or renter occupied), \$9,000 per unit in multifamily rental properties, and \$4,500 for vacant properties.

**APPROVE CONTRACT WITH DE LA TORRE CONSTRUCTION FOR SERVICES RELATED TO THE CITY'S LEAD BASED PAINT HAZARD CONTROL AND MINOR HOME REPAIR PROGRAM AT 3727 SANTA ANA STREET, HUNTINGTON PARK, CALIFORNIA**

August 15, 2017

Page 2 of 4

In addition to the Lead Program the City also provides CDBG funding for eligible home improvements under the Minor Home Repair program. As part of this program the City provides grants of up to \$7,500 to qualified low and moderate income households for minor home repairs, such as exterior and interior repairs (painting, door, and window repairs), security/safety improvements, energy conservation activities, exterior refurbishing and other improvements to address health and safety code violations.

The owner of a single family property located at 3727 Santa Ana Street is qualified to participate in both programs. The City received bids for the scope of work under each program, and Alfredo De La Torre Construction Services was the lowest responsive bidder for both programs. The following tables summarize the bids received:

<b>Lead Based Paint Program</b>		
Contractor	Bid Amount	
PAS	\$	29,075
Vizions	\$	19,525
De La Torre	\$	16,000
Sarahang	\$	18,700

<b>Minor Home Repair Program</b>		
Contractor	Bid Amount	
Vizions	\$	8,600
De La Torre	\$	7,500
Sarahang	\$	11,000

Based on the bid analysis performed, De La Torre Construction Services, Inc. is considered to be the lowest qualified bidder for this project. Therefore, staff recommends that City Council approve the attached contracts and authorize the City Manager to approve change orders not to exceed 10% of the total contract amount.

**Scope of Work under the Lead Based Paint Program**

The general scope of work eligible under the program is comprised of the following:

1. Removal of all paint friction portions of lead-laden interior and exterior components (i.e. doors, windows and floors) that tests positive for lead based paint
2. Removal of all loose and peeling paint from interior and exterior components (i.e. door, door frames, window frames, eaves, rafters, fascia, columns, ceilings, walls, etc.) that tests positive for lead based paint

**APPROVE CONTRACT WITH DE LA TORRE CONSTRUCTION FOR SERVICES RELATED TO THE CITY'S LEAD BASED PAINT HAZARD CONTROL AND MINOR HOME REPAIR PROGRAM AT 3727 SANTA ANA STREET, HUNTINGTON PARK, CALIFORNIA**

August 15, 2017

Page 3 of 4

3. Removal of lead positive dust from all floors window sills and window wells positive for lead based paint
4. Interim control measures through removal of soil that tests positive for lead above regulatory limits.
5. Window replacement that tests positive for lead based paint
6. Paint/color match interior and exterior treated areas
7. Healthy homes interventions focusing on allergen reduction, moisture control, pest management, and injury prevention

**Scope of Work under the Minor Home Repair Program**

1. Exterior Paint

**FISCAL IMPACT/FINANCING**

The contracts will be paid from two grants - the Lead Based Paint Hazard Control grant and CDBG. Funding for both program was approved in the City's FY 2017-18 Budget under account numbers 246-5098-463.73-10 (Lead Program) and 239-5070-463.56-52 (CDBG Minor Home Repair).

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The purpose of the program is to reduce health and safety hazards in homes through evaluation and control work done in conjunction with lead hazard control activities. Families residing in enrolled units are required to get a blood-lead level test performed on their children under age six. The intention of these efforts is to increase the local availability of housing that is safe from environmental hazards, to enhance the local capacity to address these housing-based threats to public health, and to focus these efforts especially on protecting young children.

**CONCLUSION**

Upon execution of the contract staff will issue a notice to proceed with the work and monitor the project.

**APPROVE CONTRACT WITH DE LA TORRE CONSTRUCTION FOR SERVICES RELATED TO THE CITY'S LEAD BASED PAINT HAZARD CONTROL AND MINOR HOME REPAIR PROGRAM AT 3727 SANTA ANA STREET, HUNTINGTON PARK, CALIFORNIA**

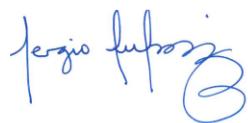
August 15, 2017

Page 4 of 4

Respectfully submitted,



EDGAR P. CISNEROS  
City Manager



Sergio Infanzon  
Community Development Director

**ATTACHMENT(S)**

- A. Bid Evaluation
- B. DRAFT Contract for the Lead Based Paint Hazard Control Program
- C. DRAFT Contract for the Minor Home Repair Program

## ATTACHMENT "A"

**CITY OF HUNTINGTON PARK Lead Based Paint Grant Program**

**Bid Evaluation**

3727 Santa Ana

ITEM	PAS	Vizions	DE La Torre	Sarahang
<b>LBPH</b>				
1 Interior - Den Threshold	290	225	350	300
2 Interior -Garage Door frame	580	690	750	300
3 Interior Garage/back room -trim at windows	580	590	750	500
4 Ext- Doors and Door frame to living room	580	260	1,200	500
5 Ext - Door frames to service porch and garage	580	525	1,200	300
6 Window Compnents (house & garage)	7,425	3,750	6,800	5,000
7 Fascia & soffits (house & garage)	6,960	2,800	1,900	4,500
8 Oldter downspout & mail slot	290	650	250	200
9 Garage Door fram	580	640	450	300
10 clean dust	1,740	1,350	500	2,000
11 Waste disposal	770	350	350	600
<b>Subtotal</b>	<b>\$ 20,375</b>	<b>\$ 11,830</b>	<b>\$ 14,500</b>	<b>\$ 14,500</b>
<b>Healthy Homes</b>				
1 Relocate overhead power line underground	\$ 6,000	3,680	\$ 850	\$ 3,000
2 GFCI Kitchen and bathroom	\$ 200	2,980	\$ 200	\$ 700
3 Bathroom Install exhaust fan	\$ 2,500	1,035	\$ 450	\$ 500
<b>Subtotal</b>	<b>\$ 8,700</b>	<b>\$ 7,695</b>	<b>\$ 1,500</b>	<b>\$ 4,200</b>
<b>TOTAL</b>	<b>\$ 29,075</b>	<b>\$ 19,525</b>	<b>\$ 16,000</b>	<b>\$ 18,700</b>

## ATTACHMENT “B”

## LEAD HAZARD CONTROL PROGRAM

**This Agreement**, is made and entered into this 15<sup>th</sup> day of August 2017, by and between City of Huntington Park (hereinafter "Grantor") Alex Omar Tinajero (hereinafter "Owner and Grantee") and Alfredo De La Torre Construction Services (hereinafter "Contractor"), bearing California Contractor's License No.789226.

### RECITALS

A. The City of Huntington Park has established the Lead Hazard Control Program (the "Program") pursuant to which the City makes grants for lead abatement purposes to a qualified person or persons in accordance with the income and household size requirements of the Program.

B. The tenants residing at the property are deemed Qualified Persons who have received a grant under the Program for use in connection with the Program guidelines for lead contaminated single and multi-family occupied by Owner or renter located on certain real property known as 3727 Santa Ana Street, Huntington Park, California 90255 ("Property").

C. City has selected Contractor to perform the work proposed for the Property and Contractor has represented that he is properly licensed and fully qualified to perform the work upon the terms and conditions set forth in this Agreement;

NOW, THEREFORE, the parties, in consideration of the mutual covenants below and for valuable consideration, the adequacy is acknowledged, agree as follows:

**1. Description of Project and Description of the Significant Materials to Be Used and Equipment to Be Installed.** Contractor shall furnish all labor, services and materials necessary to construct and complete in a good, workmanlike and prompt manner, the work described on plans and/or specifications attached hereto and incorporated herein by this reference as Exhibit A at the Property ("Work"). Contractor agrees to perform such work in accordance with this Agreement, all applicable laws, including Federal Standard Labor Provisions and Prevailing Wage Laws as applicable, and the City of Huntington Park's Rehabilitation Standards and Specifications.

**2. Execution of Agreement.** Owner has executed this contract on 15<sup>th</sup> day of August 2017. The Owner may cancel this contract at any time prior to midnight on the third day after the date of this transaction by providing to Contractor a notice of Cancellation to be mailed to Contractor at the address set forth in section 28 of this contract.

**3. Work Write-Up, Specifications and Drawings.** The Contractor has carefully compared and studied the work write-up, rehabilitation specifications, and drawings. Any part of the work or any item not specifically set forth in the work write-up or

drawings but which is necessary for the proper completion of the work and which is not specifically excluded from the Contract shall be supplied and set in place at the expense of the Contractor as though it had been shown on the drawings or mentioned in the work write-up.

**4. Contract Price.** For the Work described in this Agreement included as Exhibit A, Contractor shall receive an amount not to exceed Sixteen Thousand Dollars (\$16,000)

**5. Progress Payments.** Progress payments for the Work are to be made by the City to Contractor, upon City's approval of completion of the Work as to each indicated stage as follows:

Contractor shall submit an invoice for progress payments for Work completed in such detail as required by the City. Within twenty days after receipt of a properly submitted invoice, a progress payment shall be made to Contractor. In connection with each progress payment, five percent (5%) of all sums otherwise due to Contractor for work performed shall be retained. By submitting an invoice to the City, Contractor makes the following representations to the City: that to the best of Contractor's knowledge, information and belief, the design and construction have progressed to the point indicated; that the quality of the portion of the Work covered by the invoice is in accordance with the Work Write-Up; and that Contractor is entitled to payment in the amount requested.

Payments shall be made directly to the Contractor by the City. The City retains the right to approve all payments described in this Contract, as amended, and shall have the right to withhold its approval of any payment of funds requested by the Contractor, if in its determination such payment would be in violation of the terms of this Agreement.

Contractor shall pay each subcontractor from payments received from the City, and Contractor's payments to subcontractors shall be made promptly after receipt of payment from the City. The City nor Owner shall have an obligation or requirement to pay a subcontractor of Contractor.

Contractor warrants that: (1) title to the portions of the Work, materials and equipment covered by a payment invoice shall pass to the City, either by incorporation in construction or upon receipt of payment by Contractor, whichever occurs first; (2) the portions of the Work, materials and equipment covered by a previous payment application are free and clear of liens, claims, security interests or encumbrances (collectively referred to as "liens" hereinafter); and (3) no portion of the Work, materials or equipment covered by a payment application will have been acquired by Contractor, or any other person performing construction at the project site or furnishing materials or equipment for the Work.

Final payment constituting the entire unpaid balance due and any amount retained, shall be paid to Contactor upon receipt of Contractor's final invoice for payment when the Work has been completed, this Contract has been fully performed and all applicable lien periods have expired, except for those responsibilities of Contractor that survive final payment and provided that no liens have been filed, and all lien released have been submitted and a notice of completion has been recorded. Contractor agrees that the work shall be completed free from any and all liens and claims of artisans, materials, suppliers, subcontractors, laborers and any other party.

**The schedule of progress payments must specifically describe each phase of work, including the type and amount of work or services scheduled to be supplied in each phase, along with the amount of each proposed progress payment. IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWN PAYMENT.**

**6. Warranty.** Contractor hereby warrants that all labor and materials provided in conjunction with this Agreement, or under any change orders which may be made in conjunction with this Agreement, shall meet the accepted standards of the trade. Contractor specifically warrants that any such defects which are found within one year from the date of completion of this contract shall be repaired or replaced, at Contractors option, at no expense to the Owner.

**7. Approximate Start Date and Approximate Completion Date.** The Work shall commence within **five (5)** calendar days of receipt of written notice from City to Contractor to proceed ("Notice to Proceed") and the Work shall be substantially completed within **10** calendar days thereafter. This schedule is subject to any unforeseen delays which are not in anyway, the fault of the Contractor, and which are caused by acts of god. The above stated substantial completion schedule shall be substantially adhered to during the term of this Contract unless Owner and Contractor agree in writing that a schedule modification is appropriate.

The term "substantial completion" as used herein, shall be defined as completion of the work suitable to meet the requirements of the issuance of a Certificate of Occupancy or Temporary Certificate of Occupancy by the City of Huntington Park and/or approval of the Owner if no Certificate of Occupancy is required of the improvement contemplated by this Agreement.

**8. Inspection.** The City of Huntington Park and their designees ("City") shall have the right to inspect all work performed under this Contract. The Contractor and Owner will take all steps necessary to assure that the City are permitted to examine and inspect the Property, and all contracts, materials, equipment, payrolls, and conditions of employment pertaining to the work, including all relevant data and records. By such inspection, the City assumes no responsibility to the Owner for defective material or work under this Agreement or to either party for any breach of this Contract by the other. However, the City may determine whether or not work by

Contractor on the project is in compliance with the plans and specifications. The City may determine the adequacy of Contractor's methods, plans and appurtenances and make such directions relative to sufficiency of forces as may be reasonably necessary to insure proper and continuous execution of work. The City may stop the work of Contractor if necessary to prevent improper execution and may determine the amount, quality, and fitness of the several kinds of work and materials. The City may reject all work and materials that do not conform to the requirements of this Agreement. All instructions, rulings, and decisions of the City of Huntington Park shall be binding on Owner and Contractor when delivered or mailed to Owner or Contractor in writing.

**9. Lead Based Paint Clearance.** Upon Completion of work performed by the contractor the City is to retain an Environmental Consultant to conduct a Lead Based Paint Clearance Inspection. Funds are to be released to the Contractor upon issue of Hazard Reduction Notice. In the event the work performed by the Contractor fails to pass clearance, Contractor agrees to re-clean spaces that failed until clearance is achieved. City is to deduct funds from Contractor's Contract Price equal to costs for each occasion that sampled areas fail clearance.

**10. List of Documents to be Incorporated into the Contract.** The following documents shall be deemed, for all purposes, the contract documents applicable to the work to be performed by Contractor pursuant hereto:

- a. This Agreement;
- b. The plans and specifications, which are attached hereto as Exhibit A.
- c. Notice inviting proposals, if any; and
- d. The proposal by Contractor.

**11. Assignment.** Contractor shall not assign the performance of this Contract, or any party thereof, nor any monies due hereunder, without the prior written consent of the Owner and the City of Huntington Park.

**12. Insurance Requirements.** Contractor shall take out and maintain in full force during the term of this contract, the following insurance coverage.

a. Workers' Compensation Insurance in minimum amounts required by law for all employees.

b. General Comprehensive Liability Insurance coverage in minimum amounts of \$1,000,000.00, covering injury to person and/or property, including, but not limited to injury to the person of Owner or damage to his property.

Contractor shall supply City with certificates of insurance, evidencing the existence of such insurance and each certificate shall contain a provision that the said policies represented by such certificates cannot be canceled; except upon 30 days prior written notice to City of such cancellation. In the event that such insurance is canceled; City may direct Contractor to cease all activities pursuant to this

Agreement, or, in the alternative, at Owner's discretion, obtain such insurance coverage in the name of Contractor, and deduct the costs of such premiums from such sums as may be due to Contractor. The Owner and City shall be named as additional insureds on the general comprehensive liability insurance coverage.

Contractor carries commercial general liability insurance written by Fairbanks Insurance Brokers, Inc. (949) 595-0284

**13. Indemnification.** The Contractor and Owner agrees to defend, indemnify, protect and hold harmless the City of Huntington Park and the City of Huntington Park Community Development Commission, their officers, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, or liability of any kind, including claims for injury to or death of persons, or damage to property arising out of Contractor's negligent or wrongful acts or omissions in performing or failing to perform under the terms of this Agreement.

**14. Performance and Labor and Material Bonds.** [Check Provision if Applicable]

\_\_\_\_ Prior to commencement of the work, Contractor shall provide the City with a Performance Bond in the amount of the Contract and a Labor and Materials Bond in the amount of the Contract from a surety acceptable to the City.

**15. Cooperation of Owner.** While this Agreement is in force, Owner and or Renter shall permit Contractor to use existing utilities such as light, heat, power and water to carry out and complete the work, and shall cooperate with Contractor to facilitate the performance of the work, including the removal and replacement of rugs, draperies, coverings, furniture, etc., as necessary.

**16. Protection.** The Contractor shall at all times provide protection to persons and property against weather, rain, wind, storms and heat and all activities associated with the work performed in conjunction with this Agreement so as to maintain the entire premises and all work, materials, apparatus and fixtures free from injury or damage. At the end of a day's work, all new work, and the premises, likely to be damaged shall be protected and/or secured. Any work or any portion of the premises damaged by failure to provide protection as required above shall be replaced or repaired at Contractor's expense.

**17. Project Insurance.** The Contractor will procure, at his expense, "builder's all risk" course of construction insurance covering one hundred percent (100%) replacement cost of the completed work to be performed under this Contract and such other insurance to protect against fire, vandalism and malicious mischief pertaining to construction of the project.

**18. Change Orders.** No change in work, as described in the work write-up, specifications and drawings, shall be made except upon the mutual written consent of

Owner, Contractor and the City of Huntington Park. Contractor shall not be entitled to any compensation for any extra work unless such written agreement is made and entered into. Such agreement shall describe the nature of the extra work, the estimated time for completion thereof, and the terms of compensation to be paid to Contractor for the performance of the same.

**19. Note about Extra Work and Change Orders.** Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of any work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments.

**20. Real Property Liens.** Contractor shall pay promptly all valid bills and charges for material, labor or otherwise in connection with or arising out of the construction of the improvements on the Property and will hold Owner of the property free and harmless against all liens and claims of lien for labor and material, or either of them, filed against the property or any part thereof, and from and against all expense and liability in connection therewith, including, but not limited to; court costs and attorney's fees resulting or arising there from. Should any liens or claims of lien be filed for record against the property, or should Owner receive notice of any unpaid bill or charge in connection with the construction, Contractor shall forthwith either pay and discharge the same and cause the same to be released of record, or shall furnish Owner with proper indemnity either by of satisfactory corporate surety bond or satisfactory title policy, which indemnity shall also be subject to approval of lien holder.

**21. Equal Opportunity Provision.** Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion or national origin.

Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

**22. Cleanup.** Upon completion of the work contemplated by this Agreement, the Contractor shall cause all debris resulting from such construction to be removed from the Owner's property and shall leave the Owner's property in a neat and broom-clean condition.

**23. Contactor's Affidavit.** After the completion of the work contemplated by this Contract, Contractor shall file with the City his affidavit stating that all workmen and persons employed, all firms supplying materials, and all subcontractors on the work have been paid in full, and that there are no claims outstanding against the project for either labor or materials, except certain items, if any, to be set forth in an affidavit covering disputed claims or items in connection with a Stop Notice which has been filed under the provisions of the laws of the State of California.

**24. Suspension or Termination of Contract.** The Owner may at any time, for any reason, with or without cause, suspend or terminate this Contract, or any portion hereof, by serving upon the Contractor at least five (5) days prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the Owner suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

In the event this Agreement is terminated pursuant to this Section, the Owner shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the Owner. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City pursuant to Section 2.

**25. Automatic Termination.** This Agreement is contingent upon the funding of the grant necessary to fund the payment of all costs, provided for under this agreement. Failure to obtain such funding for whatever reason shall cause this Agreement to be automatically terminated.

**26. Discrimination.** Contractor represents that it has not, and agrees that it will not, discriminate in its employment practices on the basis of race, creed, religion, national origin, color, sex, age, or handicap.

**27. Attorney's Fees.** In the event of litigation between the parties arising out of or connected with this Agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation, if awarded by the court.

**28. Authority to Execute this Agreement.** The person or persons executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

**29. Notices.** Notices pursuant to this Agreement shall be given by personal service on the person to be noticed, or by deposit in the custody of the United States Postal Service, of an envelope containing the notices, sealed and postage pre-paid, addressed as follows:

Owner: Alex Omar Tinajero  
3727 Santa Ana Street  
Huntington Park, CA 90255

Contractor: Alfredo De La Torre  
2630 Cudahy Street  
Huntington Park, CA 90255

**30. Lead Based Paint.** Contractor and Owner agree that the use of any lead based paints is strictly prohibited and shall not be used on this project.

**31. Disputes.** Disputes regarding the interpretation or application of any provision of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties, including but not limited to submission to non-binding mediation if agreed upon by both parties. If the parties agree to non-binding mediation, any disputes under this Agreement shall be submitted to mediation to the American Arbitration Association ("AAA") and shall be conducted under the rules of AAA for non-binding mediation of commercial disputes. Mediation shall take place in Los Angeles County unless both parties agree to an alternate location. If such dispute is submitted to non-binding mediation, neither party may commence litigation with respect to the matters submitted to mediation until after the completion of the initial mediation session, or forty-five (45) days after the date of filing the written request for mediation, whichever occurs first. The provisions of this Section may be enforced by any court of competent jurisdiction.

**32. Contractor Eligibility.** Contractor hereby warrants and states that Contractor is eligible for award of a contract receiving Federal assistance. Further Contractor agrees only eligible subcontractors, who have certified eligibility in written contracts containing Federal Labor Standard Provisions, if applicable, shall be awarded subcontracts in connection with the work described herein.

**33. Conflicts of Interest.** Contractor hereby warrants and states that none of the following have any interest or benefit, direct or indirect, in this Agreement:

- a. Any officer or employee of the City who exercises any function or responsibility in connection with administration of the Lead Hazard Control Program, or any member of the governing body of the City.
- b. Any member of the governing body of the locality [as defined by 24 CFR 510.4(m)].
- c. Any member of or delegate to the Congress of the United States.

- d. Any Resident Commissioner.
- e. Any person employed by HUD at a grade level of GS-9 or above.

**34. Consumer Notice—Performance of Extra or Change-Order Work Notice.**

A contractor is not required to perform additional work or changes without written approval in a “change Order” before any of the new work is stated.

- (i) The scope of work encompassed by the order.
- (ii) The amount to be added or subtracted from the contract.
- (iii) The effect the order will make in the progress payments or the completion date.

The Contractors failure to comply with the requirements of this section does not preclude the recover of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

**35. Three Day Right to Cancel.**

**The law requires that the Contractor give you a notice explaining your right to cancel. Initial the box if the contractor has given you a “notice of the Three-Day Right to Cancel.”**

**36. Entire Agreement.** This Contract and its exhibits, contain the entire understanding between the parties relating to the obligations of the parties described therein. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Contract and shall be of no further force or effect. Each party is entering into this Contract based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

//  
//  
//  
//

Parties have caused this Agreement to be executed as follows:

OWNER

---

Signature

---

Name

---

Signature

---

Name

CONTRACTOR

---

Signature

**UNDER THE REQUIREMENTS OF STATE CONTRACTOR LAW THE OWNER OR TENANT HAS THE RIGHT TO REQUIRE THE CONTRACTOR TO HAVE A PERFORMANCE AND PAYMENT BOND.**

**YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS AGREEMENT, SIGNED BY BOTH YOU AND THE CONTRACTOR, BEFORE ANY WORK MAY BE STARTED.**

**THE ABOVE AGREEMENT HAS BEEN REVIEWED AND APPROVED AS TO FORM BY THE CITY OF HUNTINGTON PARK.**

---

City Manager

---

Date

## ATTACHMENT "C"

## MINOR HOME REPAIR IMPROVEMENT CONTRACT

**This Agreement**, is made and entered into this 15<sup>th</sup> day of August 2017, by and between City of Huntington Park (hereinafter "Grantor") Alex Omar Tinajero (hereinafter "Owner and Grantee") and Alfredo De La Torre Construction Services (hereinafter "Contractor"), bearing California Contractor's License No.789226.

### RECITALS

A. The City of Huntington Park has established the Minor Home Repair Program (the "Program") pursuant to which the City provides grants for rehabilitation purposes to a qualified person or persons in accordance with the income and household size requirements of the Program.

B. Owner is a Qualified Person who has received a grant under the Program for use in connection with the rehabilitation of the single-family home owned and occupied by Owner located on certain real property known as 3727 Santa Ana Street, Huntington Park, California 90255 ("Property").

C. Owner has selected Contractor to perform the work proposed for the Property and Contractor has represented that he is properly licensed and fully qualified to perform the work upon the terms and conditions set forth in this Agreement;

NOW, THEREFORE, the parties, in consideration of the mutual covenants below and for valuable consideration, the adequacy is acknowledged, agree as follows:

**1. Description of Project and Description of the Significant Materials to Be Used and Equipment to Be Installed.** Contractor shall furnish all labor, services and materials necessary to construct and complete in a good, workmanlike and prompt manner, the work described on plans and/or specifications attached hereto and incorporated herein by this reference as Exhibit A at the Property ("Work"). Contractor agrees to perform such work in accordance with this Agreement, all applicable laws, including Federal Standard Labor Provisions and Prevailing Wage Laws as applicable, and the City of Huntington Park's Rehabilitation Standards and Specifications.

**2. Execution of Agreement.** Owner has executed this contract on August 15, 2017. The Owner may cancel this contract at any time prior to midnight on the third day after the date of this transaction by providing to Contractor a notice of Cancellation to be mailed to Contractor at the address set forth in section 29 of this contract.

**3. Work Write-Up, Specifications and Drawings.** The Contractor has carefully compared and studied the work write-up, rehabilitation specifications, and drawings. Any part of the work or any item not specifically set forth in the work

write-up or drawings but which is necessary for the proper completion of the work and which is not specifically excluded from the Contract shall be supplied and set in place at the expense of the Contractor as though it had been shown on the drawings or mentioned in the work write-up.

**4. Contract Price.** For the Work described in this Agreement, Contractor shall receive an amount not to exceed \$7,500.00

**5. Payment.** Payment for the Work that is to be made by Contractor, upon City's approval is as follows:

**Description of Work:**

**Exterior Paint:**

Wood Areas: Prepare all exterior trim of dwelling and garage to receive fresh paint. Pull all nails and tacks; Fill all holes and cracks; Sand smooth all rough or paint curled surfaces; Apply primer to all bare or exposed wood. Replace all dry rotted or damaged wood prior to painting. Paint all exterior trim of dwelling and garage with exterior grade paint (minimum 2 coats), including eaves, eave overhangs, rafter tails, posts, patio trellis, etc.

Plaster Areas: Prepare all exterior walls of the dwelling and garage to receive fresh paint. Hand scrape, wirebrush all loose or peeling material and apply surface conditioners as necessary. Patch all cracks on the exterior plaster. Paint all exterior walls of dwelling and garage (minimum 2 coats) for full and uniform coverage.

*Please check with City on neutral color selection.* The owner shall select and approve paint color(s) and finish prior to application.

Total Cost: **\$7,500.00**

Contractor shall submit an invoice for Work completed in such detail as required by the City. Within twenty days after receipt of a properly submitted invoice, payment shall be made to Contractor. By submitting an invoice to Owner, Contractor makes the following representations to Owner: that to the best of Contractor's knowledge, information and belief, the design and construction have progressed to the point indicated; that the quality of the portion of the Work covered by the invoice is in accordance with the Work Write-Up; and that Contractor is entitled to payment in the amount requested.

The City retains the right to approve all payments described in this Contract, as amended, and shall have the right to withhold its approval of any payment of funds requested by the Contractor if in its determination such payment would be in violation of the terms of this Agreement.

Contractor shall pay each subcontractor from payments received from City, and Contractor's payments to subcontractors shall be made promptly after receipt of payment from City. Owner shall have no obligation or requirement to pay a subcontractor of Contractor.

Contractor warrants that: (1) title to the portions of the Work, materials and equipment covered by a payment invoice shall pass to Owner, either by incorporation in construction or upon receipt of payment by Contractor, whichever occurs first; (2) the portions of the Work, materials and equipment covered by a previous payment application are free and clear of liens, claims, security interests or encumbrances (collectively referred to as "liens" hereinafter); and (3) no portion of the Work, materials or equipment covered by a payment application will have been acquired by Contractor, or any other person performing construction at the project site or furnishing materials or equipment for the Work.

Final payment constituting the entire unpaid balance due and any amount retained, shall be paid by City to Contractor upon City's receipt of Contractors final invoice for payment when the Work has been completed, this Contract has been fully performed and all applicable lien periods have expired, except for those responsibilities of Contractor that survive final payment and provided that no liens have been filed, and all lien released have been submitted and a notice of completion has been recorded. Contractor agrees that the work shall be completed free from any and all liens and claims of artisans, materials, suppliers, subcontractors, laborers and any other party.

**6. Warranty.** Contractor hereby warrants that all labor and materials provided in conjunction with this Agreement, or under any change orders which may be made in conjunction with this Agreement, shall meet the accepted standards of the trade. Contractor specifically warrants that any such defects which are found within one year from the date of completion of this contract shall be repaired or replaced, at Contractors option, at no expense to the Owner. Contractor shall hereby warrant roof for two (2) years for labor and support material.

**7. Approximate Start Date and Approximate Completion Date.** The Work shall commence within twenty (20) calendar days of the execution of this agreement and the Work shall be substantially completed within 14 calendar days thereafter. This schedule is subject to any unforeseen delays which are not in anyway, the fault of the Contractor, and which are caused by acts of god. Time is of the essence to this Contract. The above stated substantial completion schedule shall be substantially adhered to during the term of this Contract unless City and Contractor agree in writing that a schedule modification is appropriate.

The term "substantial completion" as used herein, shall be defined as completion of the work suitable to meet the requirements of the issuance of a Certificate of Occupancy or Temporary Certificate of Occupancy by the City of Huntington Park

and/or approval of the Owner if no Certificate of Occupancy is required of the improvement contemplated by this Agreement.

**8. Liquidated Damages.** The parties agree that it would be impracticable, extremely difficult and, in all probability, impossible, to fix actual damages should the Contractor fail for any reason, to complete his performance, pursuant to this Agreement, within the time set therefore, as herein expressly provided. Based thereon, the parties hereto agree that for each day, or portion thereof, during which the work contemplated by this Agreement has not been completed, occurring after the time fixed for the completion of said work, except for delay caused by Owner, inclement weather, or the unavailability of workers or materials caused by labor disputes, that Contractor shall pay to City, as and for liquidated damages, the sum of \$10.00 per day for each such day or portion thereof, for a maximum of 30 days.

**9. Inspection.** The City of Huntington Park and their designees ("City") shall have the right to inspect all work performed under this Contract. The Contractor and Owner will take all steps necessary to assure that the City are permitted to examine and inspect the Property, and all contracts, materials, equipment, payrolls, and conditions of employment pertaining to the work, including all relevant data and records. By such inspection, the City assumes no responsibility to the Owner for defective material or work under this Agreement or to either party for any breach of this Contract by the other. However, the City may determine whether or not work by Contractor on the project is in compliance with the plans and specifications. The City may determine the adequacy of Contractor's methods, plans and appurtenances and make such directions relative to sufficiency of forces as may be reasonably necessary to insure proper and continuous execution of work. The City may stop the work of Contractor if necessary to prevent improper execution and may determine the amount, quality, and fitness of the several kinds of work and materials. The City may reject all work and materials that do not conform to the requirements of this Agreement. All instructions, rulings, and decisions of the City of Huntington Park shall be binding on Owner and Contractor when delivered or mailed to Owner or Contractor in writing.

**10. List of Documents to be Incorporated into the Contract.** The following documents shall be deemed, for all purposes, the contract documents applicable to the work to be performed by Contractor pursuant hereto:

- a. This Agreement;
- b. Notices to Owner regarding State Contractors Law;
- c. Notice of Cancellation;
- d. The plans and specifications, which are attached hereto as Exhibit A.
- e. Notice inviting proposals, if any; and
- f. The proposal by Contractor.

**11. Assignment.** Contractor shall not assign the performance of this Contract, or any party thereof, nor any monies due hereunder, without the prior written consent of the Owner and the City of Huntington Park.

**12. Insurance Requirements.** Contractor shall take out and maintain in full force during the term of this contract, the following insurance coverage.

a. Workers' Compensation Insurance in minimum amounts required by law for all employees.

b. General Comprehensive Liability Insurance coverage in minimum amounts of \$1,000,000.00, covering injury to person and/or property, including, but not limited to injury to the person of Owner or damage to his property.

Contractor shall supply the City with certificates of insurance, evidencing the existence of such insurance and each certificate shall contain a provision that the said policies represented by such certificates cannot be canceled; except upon 30 days' prior written notice to City of such cancellation. In the event that such insurance is canceled; City may direct Contractor to cease all activities pursuant to this Agreement, or, in the alternative, at the City's discretion, obtain such insurance coverage in the name of Contractor, and deduct the costs of such premiums from such sums as may be due to Contractor. The City shall be named as additional insureds on the general comprehensive liability insurance coverage.

Contractor carries commercial general liability insurance written by

---

**13. Indemnification.** The Contractor and Owner agrees to defend, indemnify, protect and hold harmless the City of Huntington Park and the City of Huntington Park Community Development Commission, their officers, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, or liability of any kind, including claims for injury to or death of persons, or damage to property arising out of Contractor's negligent or wrongful acts or omissions in performing or failing to perform under the terms of this Agreement.

**14. Performance and Labor and Material Bonds.** [Check Provision if Applicable]

\_\_\_\_\_ Prior to commencement of the work, Contractor shall provide the City with a Performance Bond in the amount of the Contract and a Labor and Materials Bond in the amount of the Contract from a surety acceptable to the City.

**15. Cooperation of Owner.** While this Agreement is in force, Owner shall permit Contractor to use existing utilities such as light, heat, power and water to carry out and complete the work, and shall cooperate with Contractor to facilitate

the performance of the work, including the removal and replacement of rugs, draperies, coverings, furniture, etc., as necessary.

**16. Protection.** The Contractor shall at all times provide protection to persons and property against weather, rain, wind, storms and heat and all activities associated with the work performed in conjunction with this Agreement so as to maintain the entire premises and all work, materials, apparatus and fixtures free from injury or damage. At the end of a day's work, all new work, and the premises, likely to be damaged shall be protected and/or secured. Any work or any portion of the premises damaged by failure to provide protection as required above shall be replaced or repaired at Contractor's expense.

**17. Project Insurance.** The Owner will procure, at his expense, "builder's all risk" course of construction insurance covering one hundred percent (100%) replacement cost of the completed work to be performed under this Contract and such other insurance to protect against fire, vandalism and malicious mischief pertaining to construction of the project.

**18. Change Orders.** No change in work, as described in the work write-up, specifications and drawings, shall be made except upon the mutual written consent of the City, Contractor and the City of Huntington Park. Contractor shall not be entitled to any compensation for any extra work unless such written agreement is made and entered into. Such agreement shall describe the nature of the extra work, the estimated time for completion thereof, and the terms of compensation to be paid to Contractor for the performance of the same.

**19. Note about Extra Work and Change Orders.** Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of any work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments.

**20. Real Property Liens.** Contractor shall pay promptly all valid bills and charges for material, labor or otherwise in connection with or arising out of the construction of the improvements on the Property and will hold Owner of the property free and harmless against all liens and claims of lien for labor and material, or either of them, filed against the property or any part thereof, and from and against all expense and liability in connection therewith, including, but not limited to; court costs and attorney's fees resulting or arising there from. Should any liens or claims of lien be filed for record against the property, or should Owner receive notice of any unpaid bill or charge in connection with the construction, Contractor shall forthwith either pay and discharge the same and cause the same to be released of record, or shall furnish Owner with proper indemnity either by of

satisfactory corporate surety bond or satisfactory title policy, which indemnity shall also be subject to approval of lien holder.

**21. Equal Opportunity Provision.** Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion or national origin.

Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

**22. Cleanup.** Upon completion of the work contemplated by this Agreement, the Contractor shall cause all debris resulting from such construction to be removed from the Owner's property and shall leave the Owner's property in a neat and broom-clean condition.

**23. Contractor's Affidavit.** After the completion of the work contemplated by this Contract, Contractor shall file with the City his affidavit stating that all workmen and persons employed, all firms supplying materials, and all subcontractors on the work have been paid in full, and that there are no claims outstanding against the project for either labor or materials, except certain items, if any, to be set forth in an affidavit covering disputed claims or items in connection with a Stop Notice which has been filed under the provisions of the laws of the State of California.

**24. Suspension or Termination of Contract.** The Owner may at any time, for any reason, with or without cause, suspend or terminate this Contract, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

In the event this Agreement is terminated pursuant to this Section, the City shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the Owner. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City pursuant to Section 2.

**25. Automatic Termination.** This Agreement is contingent upon the funding of the grants necessary to fund the payment of all costs, provided for under this agreement. Failure to obtain such funding for whatever reason shall cause this Agreement to be automatically terminated.

**26. Discrimination.** Contractor represents that it has not, and agrees that it will not, discriminate in its employment practices on the basis of race, creed, religion, national origin, color, sex, age, or handicap.

**27. Attorney's Fees.** In the event of litigation between the parties arising out of or connected with this Agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation, if awarded by the court.

**28. Authority to Execute this Agreement.** The person or persons executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

**29. Notices.** Notices pursuant to this Agreement shall be given by personal service on the person to be noticed, or by deposit in the custody of the United States Postal Service, of an envelope containing the notices, sealed and postage pre-paid, addressed as follows:

Owner: Alex Omar Tinajero  
3727 Santa Ana Street  
Huntington Park, CA 90255

Contractor: Alfredo De La Torre.  
2630 Cudahy Street  
Huntington Park, CA 90255

**30. Lead Based Paint.** Contractor and Owner agree that the use of any lead based paints is strictly prohibited and shall not be used on this project.

**31. Disputes.** Disputes regarding the interpretation or application of any provision of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties, including but not limited to submission to non-binding mediation if agreed upon by both parties. If the parties agree to non-binding mediation, any disputes under this Agreement shall be submitted to mediation to the American Arbitration Association ("AAA") and shall be conducted under the rules of AAA for non-binding mediation of commercial disputes. Mediation shall take place in Los Angeles County unless both parties agree to an alternate location. If such dispute is submitted to non-binding

mediation, neither party may commence litigation with respect to the matters submitted to mediation until after the completion of the initial mediation session, or forty-five (45) days after the date of filing the written request for mediation, whichever occurs first. The provisions of this Section may be enforced by any court of competent jurisdiction.

**32. Contractor Eligibility.** Contractor hereby warrants and states that Contractor is eligible for award of a contract receiving Federal assistance. Further Contractor agrees only eligible subcontractors, who have certified eligibility in written contracts containing Federal Labor Standard Provisions, if applicable, shall be awarded subcontracts in connection with the work described herein.

**33. Conflicts of Interest.** Contractor hereby warrants and states that none of the following have any interest or benefit, direct or indirect, in this Agreement:

- a. Any officer or employee of the City who exercises any function or responsibility in connection with administration of the Minor Home Repair Program, or any member of the governing body of the City.
- b. Any member of the governing body of the locality [as defined by 24 CFR 510.4(m)].
- c. Any member of or delegate to the Congress of the United States.
- d. Any Resident Commissioner.
- e. Any person employed by HUD at a grade level of GS-9 or above.

**34. Consumer Notice—Performance of Extra or Change-Order Work Notice.**

A contractor is not required to perform additional work or changes without written approval in a “change Order” before any of the new work is stated.

Extra work or a change order is not enforceable against an Owner unless the change order also identifies all of the following in writing prior to the commencement of any work covered by the change order:

- (i) The scope of work encompassed by the order.
- (ii) The amount to be added or subtracted from the contract.
- (iii) The effect the order will make in the progress payments or the completion date.

The Contractors failure to comply with the requirements of this section does not preclude the recover of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

### **35. Consumer Notice—Mechanics Lien Warning**

#### **MECHANICS LIEN WARNING**

Anyone who helps improve your property, but who is not paid, may record what is called a mechanics lien on your property. A mechanics' lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder.

Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics' liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit.

To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a "20-day Preliminary notice." This notice is not a lien. The purpose of the notice is to let you know that the person sends you the notice has the right to record a lien on your property if he or she is not paid.

**BE CAREFUL.** The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provide material. This can be a big problem if you pay your contractor before you have received the Preliminary notices. You will not get Preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property.

**PROTECT YOURSELF FROM LIENS.** You can protect yourself from liens by getting a list from your Contractor of all the subcontractor and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered good or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive.

**PAY WITH JOINT CHECKS.** One way to protect yourself is to pay with a joint check. When your contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material suppliers.

For other ways to prevent liens, visit CSLB's website at [www.cslb.ca.gov](http://www.cslb.ca.gov) or call CSLB at 1-800-321-CSLB (2752).

**Remember, if you do nothing, you risk having a lien placed on your home.**  
This can mean that you may have to pay twice, or face the forced sale of your home to pay what you owe.

### **36. INFORMATION ABOUT THE CONTRACTORS STATE LICENSE BOARD (“CSLB”)**

CSLB is the state consumer protection agency that licenses and regulates construction contractors. Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions and civil judgments that are reported to CSLB. Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees.

For more information:

**VISIT** CSLB's website at [www.cslb.ca.gov](http://www.cslb.ca.gov)

**CALL** CSLB at 1800-321-CSLB (2752)

**WRITE** CSLB at PO Box 26000, Sacramento, CA 95826

### **37. Three Day Right to Cancel.**

       **The law requires that the Contractor give you a notice explaining your right to cancel. Initial the box if the contractor has given you a “notice of the Three-Day Right to Cancel.”**

**38. Entire Agreement.** This Contract and its exhibits, contain the entire understanding between the parties relating to the obligations of the parties described therein. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Contract and shall be of no further force or effect. Each party is entering into this Contract based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

Parties have caused this Agreement to be executed as follows:

OWNER

---

Alex Omar Tinajero

CONTRACTOR

---

Alfredo De La Torre

**UNDER THE REQUIREMENTS OF STATE CONTRACTOR LAW, THE OWNER OR TENANT HAS THE RIGHT TO REQUIRE THE CONTRACTOR TO HAVE A PERFORMANCE AND PAYMENT BOND.**

**YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS AGREEMENT, SIGNED BY BOTH YOU AND THE CONTRACTOR, BEFORE ANY WORK MAY BE STARTED.**

**THE ABOVE AGREEMENT HAS BEEN REVIEWED AND APPROVED AS TO FORM BY THE CITY OF HUNTINGTON PARK.**

---

City Manager

---

Date



# CITY OF HUNTINGTON PARK

Community Development Department  
City Council Agenda Report

August 15, 2017

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 CONTRACT WITH SARAHANG CONSTRUCTION FOR SERVICES RELATED TO THE CITY'S LEAD BASED PAINT HAZARD CONTROL PROGRAM AT 6249 BISSELL STREET, HUNTINGTON PARK, CALIFORNIA**

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

1. Approve contract with Sarahang Construction, for an amount of \$7,500 to remediate lead-based paint hazards on a single-family unit located at 6249 Bissell Street; and
2. Authorize City Manager to sign the contracts and approve change orders in an amount not to exceed 10% of the total contract amount

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On August 27, 2015, The U.S. Department of Housing and Urban Development (HUD) Office of Healthy Homes and Lead Hazard Control awarded the City \$1,676,997 in grant funds to implement its Lead Based Paint Hazard Control Program over a three-year period. Through the program the City will be able to identify and remediate lead-based paint hazards in a total of 90 single and multi-family units occupied by low and very-low income families with children, and educate the community about lead poisoning prevention and healthy homes. The program provides eligible property owners grants averaging \$15,900 per unit in single-family properties (owner or renter occupied), \$9,000 per unit in multifamily rental properties, and \$4,500 for vacant properties.

City staff received three bids to perform lead abatement work for an eligible, single-family property located at 6249 Bissell Street. The following table summarizes the bids received:

**APPROVE CONTRACT WITH SARAHANG CONSTRUCTION FOR SERVICES RELATED TO THE CITY'S LEAD BASED PAINT HAZARD CONTROL PROGRAM AT 6249 BISSELL STREET, HUNTINGTON PARK, CALIFORNIA**

August 15, 2017

Page 2 of 3

<b>Contractor</b>	<b>Bid Amount</b>
PAS	12,890
Vizions	8,750
De La Torre	8,550
Sarahang	7,500

Based on the bid analysis performed, Sarahang Construction, Inc. is considered to be the lowest qualified bidder for this project. Therefore, staff recommends that City Council approve the attached contract and authorize the City Manager to approve change orders not to exceed 10% or \$750 of the total contract amount.

**Scope of Work**

The general scope of work eligible under the program is comprised of the following:

1. Removal of all paint friction portions of lead-laden interior and exterior components (i.e. doors, windows and floors)
2. Removal of all loose and peeling paint from interior and exterior components (i.e. door, door frames, window frames, eaves, rafters, fascia, columns, ceilings, walls, etc.)
3. Removal of lead positive dust from all floors window sills and window wells
4. Interim control measures through removal of soil that tests positive for lead above regulatory limits.
5. Window and door replacement
6. Paint/color match interior and exterior treated areas
7. Healthy homes interventions focusing on allergen reduction, moisture control, pest management, and injury prevention

**FISCAL IMPACT/FINANCING**

The contract will be fully paid through the Lead Based Paint Hazard Control Program grant. Funding for this program was approved in the City's FY 2017-18 Budget under account number 246-5098-463.73-10.

**APPROVE CONTRACT WITH SARAHANG CONSTRUCTION FOR SERVICES RELATED TO THE CITY'S LEAD BASED PAINT HAZARD CONTROL PROGRAM AT 6249 BISSELL STREET, HUNTINGTON PARK, CALIFORNIA**

August 15, 2017

Page 3 of 3

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The purpose of the program is to reduce health and safety hazards in homes through evaluation and control work done in conjunction with lead hazard control activities. Families residing in enrolled units are required to get a blood-lead level test performed on their children under age six. The intention of these efforts is to increase the local availability of housing that is safe from environmental hazards, to enhance the local capacity to address these housing-based threats to public health, and to focus these efforts especially on protecting young children.

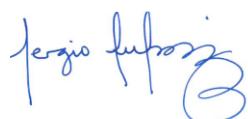
**CONCLUSION**

Upon execution of the contract staff will issue a notice to proceed with the work and monitor the project.

Respectfully submitted,



EDGAR P. CISNEROS  
City Manager



Sergio Infanzon  
Community Development Director

**ATTACHMENT(S)**

- A. Bid Evaluation
- B. DRAFT Contract

## ATTACHMENT "A"

**CITY OF HUNTINGTON PARK Lead Based Paint Grant Program**

**Bid Evaluation**

6249 Bissell St

ITEM	PAS	Vizions	De La Torre	Sarahang
<b>LBPH</b>				
1 Ext Window wells on east side	310	500	650	800
2 Ext Window wells & frames on north side	310	600	650	1,500
3 Roof trim	6,200	2,950	5,200	3,000
4 Beams	3,100	n/a	250	500
5 Waste disposal	770	350	350	600
<b>Subtotal</b>	<b>\$ 10,690</b>	<b>\$ 4,400</b>	<b>\$ 7,100</b>	<b>\$ 6,400</b>
<b>Healthy Homes</b>				
1 GFCI installation	\$ 200	2,900	\$ 650	\$ 600
2 Bathroom Install Exhaust fan	\$ 2,000	1,450	\$ 800	\$ 500
<b>Subtotal</b>	<b>\$ 2,200</b>	<b>\$ 4,350</b>	<b>\$ 1,450</b>	<b>\$ 1,100</b>
<b>TOTAL</b>	<b>\$ 12,890</b>	<b>\$ 8,750</b>	<b>\$ 8,550</b>	<b>\$ 7,500</b>

## ATTACHMENT “B”

## LEAD HAZARD CONTROL PROGRAM

**This Agreement**, is made and entered into this 15th day of August, 2017, by and between the City of Huntington Park (hereinafter "City") Candida Cortez (hereinafter "Owner") and Sarahang Construction, Inc. (hereinafter "Contractor"), bearing California Contractor's License No 897724.

### RECITALS

A. The City of Huntington Park has established the Lead Hazard Control Program (the "Program") pursuant to which the City makes grants for lead abatement purposes to a qualified person or persons in accordance with the income and household size requirements of the Program.

B. The tenants residing at the property are deemed Qualified Persons who have received a grant under the Program for use in connection with the Program guidelines for lead contaminated single and multi-family occupied by Owner or renter located on certain real property known as 6249 Bissell Street, Huntington Park, California 90255 ("Property").

C. City has selected Contractor to perform the work proposed for the Property and Contractor has represented that he is properly licensed and fully qualified to perform the work upon the terms and conditions set forth in this Agreement;

NOW, THEREFORE, the parties, in consideration of the mutual covenants below and for valuable consideration, the adequacy is acknowledged, agree as follows:

**1. Description of Project and Description of the Significant Materials to Be Used and Equipment to Be Installed.** Contractor shall furnish all labor, services and materials necessary to construct and complete in a good, workmanlike and prompt manner, the work described on plans and/or specifications attached hereto and incorporated herein by this reference as Exhibit A at the Property ("Work"). Contractor agrees to perform such work in accordance with this Agreement, all applicable laws, including Federal Standard Labor Provisions and Prevailing Wage Laws as applicable, and the City of Huntington Park's Rehabilitation Standards and Specifications.

**2. Execution of Agreement.** Owner has executed this contract on August 15, 2017. The Owner may cancel this contract at any time prior to midnight on the third day after the date of this transaction by providing to Contractor a notice of Cancellation to be mailed to Contractor at the address set forth in section 28 of this contract.

**3. Work Write-Up, Specifications and Drawings.** The Contractor has carefully compared and studied the work write-up, rehabilitation specifications, and drawings. Any part of the work or any item not specifically set forth in the work write-up or

drawings but which is necessary for the proper completion of the work and which is not specifically excluded from the Contract shall be supplied and set in place at the expense of the Contractor as though it had been shown on the drawings or mentioned in the work write-up.

**4. Contract Price.** For the Work described in this Agreement included as Exhibit A, Contractor shall receive an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500)

**5. Progress Payments.** Progress payments for the Work are to be made by the City to Contractor, upon City's approval of completion of the Work. Contractor shall submit an invoice for progress payments for Work completed in such detail as required by the City. Within twenty days after receipt of a properly submitted invoice, a progress payment shall be made to Contractor. In connection with each progress payment, five percent (5%) of all sums otherwise due to Contractor for work performed shall be retained. By submitting an invoice to the City, Contractor makes the following representations to the City: that to the best of Contractor's knowledge, information and belief, the design and construction have progressed to the point indicated; that the quality of the portion of the Work covered by the invoice is in accordance with the Work Write-Up; and that Contractor is entitled to payment in the amount requested.

Payments shall be made directly to the Contractor by the City. The City retains the right to approve all payments described in this Contract, as amended, and shall have the right to withhold its approval of any payment of funds requested by the Contractor, if in its determination such payment would be in violation of the terms of this Agreement.

Contractor shall pay each subcontractor from payments received from the City, and Contractor's payments to subcontractors shall be made promptly after receipt of payment from the City. The City nor Owner shall have an obligation or requirement to pay a subcontractor of Contractor.

Contractor warrants that: (1) title to the portions of the Work, materials and equipment covered by a payment invoice shall pass to the City, either by incorporation in construction or upon receipt of payment by Contractor, whichever occurs first; (2) the portions of the Work, materials and equipment covered by a previous payment application are free and clear of liens, claims, security interests or encumbrances (collectively referred to as "liens" hereinafter); and (3) no portion of the Work, materials or equipment covered by a payment application will have been acquired by Contractor, or any other person performing construction at the project site or furnishing materials or equipment for the Work.

Final payment constituting the entire unpaid balance due and any amount retained, shall be paid to Contractor upon receipt of Contractor's final invoice for payment when the Work has been completed, this Contract has been fully performed and all

applicable lien periods have expired, except for those responsibilities of Contractor that survive final payment and provided that no liens have been filed, and all lien released have been submitted and a notice of completion has been recorded. Contractor agrees that the work shall be completed free from any and all liens and claims of artisans, materials, suppliers, subcontractors, laborers and any other party.

**The schedule of progress payments must specifically describe each phase of work, including the type and amount of work or services scheduled to be supplied in each phase, along with the amount of each proposed progress payment. IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWN PAYMENT.**

**6. Warranty.** Contractor hereby warrants that all labor and materials provided in conjunction with this Agreement, or under any change orders which may be made in conjunction with this Agreement, shall meet the accepted standards of the trade. Contractor specifically warrants that any such defects which are found within one year from the date of completion of this contract shall be repaired or replaced, at Contractors option, at no expense to the Owner.

**7. Approximate Start Date and Approximate Completion Date.** The Work shall commence within **five (5)** calendar days of receipt of written notice from City to Contractor to proceed ("Notice to Proceed") and the Work shall be substantially completed within **21** calendar days thereafter. This schedule is subject to any unforeseen delays which are not in anyway, the fault of the Contractor, and which are caused by acts of god. The above stated substantial completion schedule shall be substantially adhered to during the term of this Contract unless Owner and Contractor agree in writing that a schedule modification is appropriate.

The term "substantial completion" as used herein, shall be defined as completion of the work suitable to meet the requirements of the issuance of a Certificate of Occupancy or Temporary Certificate of Occupancy by the City of Huntington Park and/or approval of the Owner if no Certificate of Occupancy is required of the improvement contemplated by this Agreement.

**8. Inspection.** The City of Huntington Park and their designees ("City") shall have the right to inspect all work performed under this Contract. The Contractor and Owner will take all steps necessary to assure that the City are permitted to examine and inspect the Property, and all contracts, materials, equipment, payrolls, and conditions of employment pertaining to the work, including all relevant data and records. By such inspection, the City assumes no responsibility to the Owner for defective material or work under this Agreement or to either party for any breach of this Contract by the other. However, the City may determine whether or not work by Contractor on the project is in compliance with the plans and specifications. The City may determine the adequacy of Contractor's methods, plans and appurtenances and make such directions relative to sufficiency of forces as may be reasonably

necessary to insure proper and continuous execution of work. The City may stop the work of Contractor if necessary to prevent improper execution and may determine the amount, quality, and fitness of the several kinds of work and materials. The City may reject all work and materials that do not conform to the requirements of this Agreement. All instructions, rulings, and decisions of the City of Huntington Park shall be binding on Owner and Contractor when delivered or mailed to Owner or Contractor in writing.

**9. Lead Based Paint Clearance.** Upon Completion of work performed by the contractor the City is to retain an Environmental Consultant to conduct a Lead Based Paint Clearance Inspection. Funds are to be released to the Contractor upon issue of Hazard Reduction Notice. In the event the work performed by the Contractor fails to pass clearance, Contractor agrees to re-clean spaces that failed until clearance is achieved. City is to deduct funds from Contractor's Contract Price equal to costs for each occasion that sampled areas fail clearance.

**10. List of Documents to be Incorporated into the Contract.** The following documents shall be deemed, for all purposes, the contract documents applicable to the work to be performed by Contractor pursuant hereto:

- a. This Agreement;
- b. The plans and specifications, which are attached hereto as Exhibit A.
- c. Notice inviting proposals, if any; and
- d. The proposal by Contractor.

**11. Assignment.** Contractor shall not assign the performance of this Contract, or any party thereof, nor any monies due hereunder, without the prior written consent of the Owner and the City of Huntington Park.

**12. Insurance Requirements.** Contractor shall take out and maintain in full force during the term of this contract, the following insurance coverage.

a. Workers' Compensation Insurance in minimum amounts required by law for all employees.

b. General Comprehensive Liability Insurance coverage in minimum amounts of \$1,000,000.00, covering injury to person and/or property, including, but not limited to injury to the person of Owner or damage to his property.

Contractor shall supply City with certificates of insurance, evidencing the existence of such insurance and each certificate shall contain a provision that the said policies represented by such certificates cannot be canceled; except upon 30 days prior written notice to City of such cancellation. In the event that such insurance is canceled; City may direct Contractor to cease all activities pursuant to this Agreement, or, in the alternative, at Owner's discretion, obtain such insurance coverage in the name of Contractor, and deduct the costs of such premiums from

such sums as may be due to Contractor. The Owner and City shall be named as additional insureds on the general comprehensive liability insurance coverage.

Contractor carries commercial general liability insurance written by Ferrante Insurance Services, Inc. 925-674-1663

**13. Indemnification.** The Contractor and Owner agrees to defend, indemnify, protect and hold harmless the City of Huntington Park and the City of Huntington Park Community Development Commission, their officers, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, or liability of any kind, including claims for injury to or death of persons, or damage to property arising out of Contractor's negligent or wrongful acts or omissions in performing or failing to perform under the terms of this Agreement.

**14. Performance and Labor and Material Bonds.** [Check Provision if Applicable]

\_\_\_\_ Prior to commencement of the work, Contractor shall provide the City with a Performance Bond in the amount of the Contract and a Labor and Materials Bond in the amount of the Contract from a surety acceptable to the City.

**15. Cooperation of Owner.** While this Agreement is in force, Owner and or Renter shall permit Contractor to use existing utilities such as light, heat, power and water to carry out and complete the work, and shall cooperate with Contractor to facilitate the performance of the work, including the removal and replacement of rugs, draperies, coverings, furniture, etc., as necessary.

**16. Protection.** The Contractor shall at all times provide protection to persons and property against weather, rain, wind, storms and heat and all activities associated with the work performed in conjunction with this Agreement so as to maintain the entire premises and all work, materials, apparatus and fixtures free from injury or damage. At the end of a day's work, all new work, and the premises, likely to be damaged shall be protected and/or secured. Any work or any portion of the premises damaged by failure to provide protection as required above shall be replaced or repaired at Contractor's expense.

**17. Project Insurance.** The Contractor will procure, at his expense, "builder's all risk" course of construction insurance covering one hundred percent (100%) replacement cost of the completed work to be performed under this Contract and such other insurance to protect against fire, vandalism and malicious mischief pertaining to construction of the project.

**18. Change Orders.** No change in work, as described in the work write-up, specifications and drawings, shall be made except upon the mutual written consent of Owner, Contractor and the City of Huntington Park. Contractor shall not be entitled to any compensation for any extra work unless such written agreement is made and

entered into. Such agreement shall describe the nature of the extra work, the estimated time for completion thereof, and the terms of compensation to be paid to Contractor for the performance of the same.

**19. Note about Extra Work and Change Orders.** Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of any work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments.

**20. Real Property Liens.** Contractor shall pay promptly all valid bills and charges for material, labor or otherwise in connection with or arising out of the construction of the improvements on the Property and will hold Owner of the property free and harmless against all liens and claims of lien for labor and material, or either of them, filed against the property or any part thereof, and from and against all expense and liability in connection therewith, including, but not limited to; court costs and attorney's fees resulting or arising there from. Should any liens or claims of lien be filed for record against the property, or should Owner receive notice of any unpaid bill or charge in connection with the construction, Contractor shall forthwith either pay and discharge the same and cause the same to be released of record, or shall furnish Owner with proper indemnity either by of satisfactory corporate surety bond or satisfactory title policy, which indemnity shall also be subject to approval of lien holder.

**21. Equal Opportunity Provision.** Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion or national origin.

Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

**22. Cleanup.** Upon completion of the work contemplated by this Agreement, the Contractor shall cause all debris resulting from such construction to be removed from

the Owner's property and shall leave the Owner's property in a neat and broom-clean condition.

**23. Contactor's Affidavit.** After the completion of the work contemplated by this Contract, Contractor shall file with the City his affidavit stating that all workmen and persons employed, all firms supplying materials, and all subcontractors on the work have been paid in full, and that there are no claims outstanding against the project for either labor or materials, except certain items, if any, to be set forth in an affidavit covering disputed claims or items in connection with a Stop Notice which has been filed under the provisions of the laws of the State of California.

**24. Suspension or Termination of Contract.** The Owner may at any time, for any reason, with or without cause, suspend or terminate this Contract, or any portion hereof, by serving upon the Contractor at least five (5) days prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the Owner suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

In the event this Agreement is terminated pursuant to this Section, the Owner shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the Owner. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City pursuant to Section 2.

**25. Automatic Termination.** This Agreement is contingent upon the funding of the grant necessary to fund the payment of all costs, provided for under this agreement. Failure to obtain such funding for whatever reason shall cause this Agreement to be automatically terminated.

**26. Discrimination.** Contractor represents that it has not, and agrees that it will not, discriminate in its employment practices on the basis of race, creed, religion, national origin, color, sex, age, or handicap.

**27. Attorney's Fees.** In the event of litigation between the parties arising out of or connected with this Agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation, if awarded by the court.

**28. Authority to Execute this Agreement.** The person or persons executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

**29. Notices.** Notices pursuant to this Agreement shall be given by personal service on the person to be noticed, or by deposit in the custody of the United States

Postal Service, of an envelope containing the notices, sealed and postage pre-paid, addressed as follows:

Owner: Candida Cortez  
6249 Bissell Street  
Huntington Park, CA 90255

Contractor: Sarahang Construction, Inc  
11905 Darlene Ln  
Moorpark, CA 93025

**30. Lead Based Paint.** Contractor and Owner agree that the use of any lead based paints is strictly prohibited and shall not be used on this project.

**31. Disputes.** Disputes regarding the interpretation or application of any provision of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties, including but not limited to submission to non-binding mediation if agreed upon by both parties. If the parties agree to non-binding mediation, any disputes under this Agreement shall be submitted to mediation to the American Arbitration Association ("AAA") and shall be conducted under the rules of AAA for non-binding mediation of commercial disputes. Mediation shall take place in Los Angeles County unless both parties agree to an alternate location. If such dispute is submitted to non-binding mediation, neither party may commence litigation with respect to the matters submitted to mediation until after the completion of the initial mediation session, or forty-five (45) days after the date of filing the written request for mediation, whichever occurs first. The provisions of this Section may be enforced by any court of competent jurisdiction.

**32. Contractor Eligibility.** Contractor hereby warrants and states that Contractor is eligible for award of a contract receiving Federal assistance. Further Contractor agrees only eligible subcontractors, who have certified eligibility in written contracts containing Federal Labor Standard Provisions, if applicable, shall be awarded subcontracts in connection with the work described herein.

**33. Conflicts of Interest.** Contractor hereby warrants and states that none of the following have any interest or benefit, direct or indirect, in this Agreement:

- a. Any officer or employee of the City who exercises any function or responsibility in connection with administration of the Lead Hazard Control Program, or any member of the governing body of the City.
- b. Any member of the governing body of the locality [as defined by 24 CFR 510.4(m)].
- c. Any member of or delegate to the Congress of the United States.
- d. Any Resident Commissioner.
- e. Any person employed by HUD at a grade level of GS-9 or above.

**34. Consumer Notice—Performance of Extra or Change-Order Work Notice.**

A contractor is not required to perform additional work or changes without written approval in a “change Order” before any of the new work is stated.

- (i) The scope of work encompassed by the order.
- (ii) The amount to be added or subtracted from the contract.
- (iii) The effect the order will make in the progress payments or the completion date.

The Contractors failure to comply with the requirements of this section does not preclude the recover of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

**35. Three Day Right to Cancel.**

**The law requires that the Contractor give you a notice explaining your right to cancel. Initial the box if the contractor has given you a “notice of the Three-Day Right to Cancel.”**

**36. Entire Agreement.** This Contract and its exhibits, contain the entire understanding between the parties relating to the obligations of the parties described therein. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Contract and shall be of no further force or effect. Each party is entering into this Contract based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

//  
//  
//  
//

Parties have caused this Agreement to be executed as follows:

OWNER

---

Signature

---

Name

---

Signature

---

Name

CONTRACTOR

---

Signature

**UNDER THE REQUIREMENTS OF STATE CONTRACTOR LAW THE OWNER OR TENANT HAS THE RIGHT TO REQUIRE THE CONTRACTOR TO HAVE A PERFORMANCE AND PAYMENT BOND.**

**YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS AGREEMENT, SIGNED BY BOTH YOU AND THE CONTRACTOR, BEFORE ANY WORK MAY BE STARTED.**

**THE ABOVE AGREEMENT HAS BEEN REVIEWED AND APPROVED AS TO FORM BY THE CITY OF HUNTINGTON PARK.**

---

City Manager

---

Date

## **ORDINANCE NO. 2017-959**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK, CALIFORNIA, AMENDING THE HUNTINGTON PARK MUNICIPAL CODE, CHAPTER 9, SECTIONS 2-9.01 AND 2-9.03(c), MOVING THE DATE OF THE CITY'S GENERAL MUNICIPAL ELECTION FROM THE FIRST TUESDAY AFTER THE FIRST MONDAY IN MARCH OF ODD-NUMBERED YEARS TO THE FIRST TUESDAY AFTER THE FIRST MONDAY IN MARCH OF EVEN-NUMBERED YEARS STARTING MARCH 2020, THE TERMS OF THOSE PERSONS ELECTED TO CITY OFFICES IN MARCH 2015, SHALL RUN UNTIL MARCH 2020 AND THEN INCREASE TERMS BY THREE (3) MONTHS, THE TERMS ENDING IN MARCH 2020 TO JUNE 2024 AND THOSE PERSONS ELECTED TO CITY OFFICES IN MARCH 2017, SHALL RUN UNTIL MARCH 2022 AND THEN INCREASE TERMS BY THREE (3) MONTHS TO JUNE 2026

**WHEREAS**, the City's General Municipal Election is now scheduled for the first Tuesday after the first Monday in March of odd –numbered years;

**WHEREAS**, Election Code §1301 and §10403.5 authorizes the City to reschedule its General Municipal Election;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HUNTINGTON  
PARK, CALIFORNIA, DOES ORDAIN AS FOLLOWS:**

**SECTION 1.** Pursuant to §1301 and §10403.5 of the California Elections Code the date of the General Municipal Election of the City of Huntington Park, California is moved from the first Tuesday after the first Monday in March of each odd-numbered year to the first Tuesday after the first Monday in March of each even-numbered year.

**SECTION 2.** In accordance with the change of election date, the City hereby increases the terms in a two-step process, as follows, by amending the Huntington Park Municipal Code, Chapter 9, Sections 2-9.01 and 2-9.03(c), to read:

The date of the City's General Municipal Election shall be conducted on the first Tuesday after the first Monday in March of even-numbered years, beginning March 2020. The terms of those persons who were elected to City offices in March, 2015, shall run until March, 2020; and then increase terms by three (3) months, the terms ending in March 2020 to June 2024 and those persons who were elected to City offices in March, 2017, shall run until March 2022 and then increase terms by three (3) months to June 2026.

**SECTION 3.** The terms of office of those members of the City Council presently serving shall be extended for a period of approximately twelve (12) months until election results are declared by the city council, and by three (3) months thereafter as set forth herein.

**SECTION 4.** This ordinance shall take effect thirty (30) days after its final passage. Within 30 days of the effective date, the City Clerk shall cause a notice to be mailed to all registered voters of the city informing them of the change in the election date.

**SECTION 5.** The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published according to law.

**PASSED, APPROVED and ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

---

Marilyn Sanabria, Mayor

**ATTEST:**

---

Donna G. Schwartz, CMC  
City Clerk

## **ORDINANCE NO. 2017-960**

A ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
HUNTINGTON PARK AMENDING THE CITY OF  
HUNTINGTON PARK'S MUNICIPAL CODE, TITLE 2  
"ADMINISTRATION," CHAPTER 9 "MUNICIPAL  
ELECTIONS," SECTION 2-9.01 "ELECTIONS" AND  
SECTION 2-9.03(c) "LIMITATION OF TERMS" TO  
COMPLY WITH CALIFORNIA SENATE BILL SB 415  
"CALIFORNIA VOTER PARTICIPATION RIGHTS ACT"

**WHEREAS**, Senate Bill 415 (“SB 415”) was adopted in 2016 and establishes the “California Voter Participation Rights Act,” which is codified in Election Code sections 14050 through 14507 (“Act”);

**WHEREAS**, SB 415 requires a municipality to hold general municipal elections on a statewide election date, if holding general municipal election on a non-concurrent date previously resulted in a “significant decrease in voter turnout;”

**WHEREAS**, Pursuant to §1301 and §10403.5 of the California Elections Code the date of the General Municipal Election of the City of Huntington Park, California is moved from the first Tuesday after the first Monday in March of each odd-numbered year to the first Tuesday after the first Monday in March of each even-numbered year;

**WHEREAS**, In accordance with the change of election date, increase the terms in a two-step process: (1) Change the election dates for the next two elections to increase both current terms by twelve (12) months from March 2019 to March 2020 and March 2021 to March 2022, respectively, and then (2) increase future terms of future council members by 3 months, the terms ending in March 2020 to June 2024 and the terms ending March 2022 to June 2026;

**WHEREAS**, The terms of office of those members of the City Council presently serving shall be extended for a period of approximately twelve (12) months until election results are declared by the city council.

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

**SECTION 1.** Title 2 "Administration," Chapter 9 "Municipal Elections," Section 2-9.01 "Elections" and Section 2-9.03(c) "Limitation of Terms," is hereby amended to read as follows:

## Chapter 9

# MUNICIPAL ELECTIONS

## Sections:

## **Sections:**

<b>2-9.01</b>	<b>Elections.</b>
<b>2-9.03</b>	<b>Limitation of terms.</b>

2-9.01 Elections.

The date of the City's General Municipal Election shall be conducted on the first Tuesday after the first Monday in March of even-numbered years, beginning March 2020. The terms of those persons who were elected to City offices in March, 2015, shall run until March, 2020; and then increase terms by three (3) months, the terms ending in March 2020 to June 2024 and those persons who were elected to City offices in March, 2017, shall run until March 2022 and then increase terms by three (3) months to June 2026.

(§ 1, Ord. 543-NS, eff. June 15, 1994, as amended by § 1, Ord. 930-NS, eff. August 21, 2014, Ord 959, eff. September 14, 2017 and Ord. 2017-960, eff. September 14, 2017)

## 2-9.03 Limitation of terms.

(a) No person shall serve more than three (3) full consecutive terms of office as a City Councilmember (each term is for four (4) years).

(b) A person who has served three (3) full consecutive terms as a City Councilmember shall be eligible to serve either as an appointed or elected City Councilmember after being out of office for at least one general municipal election.

(c) The term limits established by this chapter shall be applicable to all terms of office for City Councilmembers from and commencing with the terms of City Councilmembers elected at the March 7, 2015, general municipal election.

(§ 1, Ord. 700A-NS, eff. March 4, 2003, Ord 959, eff. September 14, 2017 and Ord. 2017-960, eff. September 14, 2017)

**SECTION 2.** This ordinance shall take effect thirty (30) days after its final passage.

**SECTION 3.** The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published according to law.

PASSED, APPROVED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Marilyn Sanabria, Mayor

**ATTEST:**

Donna G. Schwartz, CMC  
City Clerk



# CITY OF HUNTINGTON PARK

Community Development Department  
City Council Agenda Report

August 15, 2017

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:

## **APPOINTMENT OF AN OVERSIGHT BOARD MEMBER OF THE SUCCESSOR AGENCY FOR THE COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF HUNTINGTON PARK**

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

1. Re-appoint a new member to the Oversight Board to represent the City of Huntington Park

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

As part of the dissolution process of redevelopment, Successor Agencies were established to manage redevelopment projects, make payments on enforceable obligations, and dispose of redevelopment assets and properties. Each Successor Agency has an oversight board that supervises its work. Oversight Board members have a fiduciary responsibility to holders of enforceable obligations, as well as to the local agencies that would benefit from property tax distributions from the former redevelopment project area.

The oversight board is comprised of representatives of the local agencies that serve the redevelopment project area: the city, county, special districts, and K-14 educational agencies. Members of the oversight board must be appointed by the following:

- County Board of Supervisors (two members)
- Mayor (two members)
  1. *A sitting councilmember may be appointed to serve on the oversight board because holding both positions simultaneously is not incompatible. (current member is Councilmember Jhonny Pineda)*

**APPOINTMENT OF AN OVERSIGHT BOARD MEMBER OF THE SUCCESSOR AGENCY FOR THE COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF HUNTINGTON PARK**

August 15, 2017

Page 2 of 2

2. *The second oversight board member appointed by the Mayor must be from a recognized employee organization representing the largest number of former redevelopment agency employees. (Current member is Carlos Luis, Senior Planner)*
  - County Superintendent of Education (one member)
  - Chancellor of California Community Colleges (one member)
  - Largest special district taxing entity (one member)

The Oversight Board of the Successor Agency of Huntington Park was formed in 2012. Staff recommends that the City Council one of its members to serve the Oversight Board.

**FISCAL IMPACT/FINANCING**

There will be no financial impact as a result of this action. Members of the Oversight Board are to serve without compensation.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The regular meetings of the Board are held the second Wednesday of the month at 4:00 p.m. The Oversight Board's role is to supervise the activities of the Successor Agency; which include to direct the Successor Agency to determine whether contracts, agreements or other arrangements between the former RDA and private parties should be terminated or renegotiated to reduce the Successor Agency's liabilities and to increase the net revenues to the taxing entities. The Oversight Board has fiduciary responsibility to holders of Enforceable Obligations and the taxing entities that benefit from distributions of property tax and other revenues. The actions of the Oversight Board of each Successor Agency will in turn be overseen by the State Department of Finance.

**CONCLUSION**

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

Respectfully submitted,



EDGAR P. CISNEROS  
City Manager



# CITY OF HUNTINGTON PARK

Police Department  
City Council Agenda Report

August 15, 2017

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 REQUEST TO PURCHASE A POLICE NARCOTICS DETECTION CANINE, ASSOCIATED NARCOTICS DETECTION TRAINING COURSE, AND FIRST YEAR OF MONTHLY TRAINING AND ON-SITE TRAINING RE-CERTIFICATION**

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

1. Authorize the requisition of funds to purchase a Police Narcotics Detection Canine and associated training courses for one (1) year from Adlerhorst International, LLC;
2. Authorize the requisition of budgeted funds of \$10,000.00 from the Forfeiture Fund, Account #229-7010-421.74-10;
3. Authorize additional budget appropriation of \$6,370.00 from the Forfeiture Fund Account #229-7010-421.74-10; and
4. Authorize Chief of Police to purchase the Police Narcotics Detection Canine and associated training courses.

**PURPOSE / JUSTIFICATION OF RECOMMENDED ACTION**

The police department recently suffered the loss of narcotics detection canine "Kilo" who passed away shortly after retirement from a sudden illness. Kilo served the Huntington Park Police Department and our community for over 10 years in the Crime Suppression Unit (CSU). Kilo assisted in seizing thousands of pounds of narcotics and over a million dollars in U.S. currency, and participated in multiple community based presentations during his service with the police department and city.

Adlerhorst International, LLC is a sole source vendor and the leading provider of police service dog training in California, as well as canine handler courses and maintenance training. In addition to the authorized purchase of a narcotics detection canine, the selected handler (CSU Detective) is required to attend a comprehensive certification course.

**APPROVE REQUEST TO PURCHASE A POLICE NARCOTICS DETECTION CANINE, ASSOCIATED NARCOTICS DETECTION TRAINING COURSE, AND FIRST YEAR OF MONTHLY TRAINING AND ON-SITE TRAINING RE-CERTIFICATION**

August 15, 2017

Page 2 of 2

**FISCAL IMPACT/FINANCING**

The total fiscal impact for this requested expenditure is \$16,370, which includes the replacement of a narcotics detection canine, a narcotic detection handler course, annual monthly training, and a year-end re-certification course.

Funding for narcotic detection K-9 was approved in the City's FY 17-18 Adopted Budget for \$10,000.00 in account number 229-7010-421.74-10.

An additional budget appropriation of \$6,370.00 to Forfeiture Fund Account #229-7010-421.74-10 is requested at this time. This additional budget appropriation will cover expenses for a one-time certification course, an up-front annual billing for monthly training, and miscellaneous costs.

The expanded quote with expense details is attached but here are the costs at a glance:

Police K9	8,000.00
Shipping security fee	250.00
Narcotics Detection Course	5,000.00
1 year monthly training	2,100.00
Training re-certification	400.00
Tax	620.00
<b>Total</b>	<b>16,370.00</b>

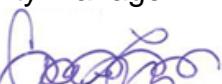
**CONCLUSION**

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

Respectfully submitted,



EDGAR CISNEROS  
City Manager



COSME LOZANO  
Chief of Police

**ATTACHMENT(S)**

- A. Adlerhorst International, LLC Sole Source Vendor Letter
- B. Adlerhorst International, LLC Quotation

## ATTACHMENT "A"



# ADLERHORST INTERNATIONAL, LLC

3951 Vernon Avenue \* Jurupa Valley, CA 92509  
Tel: (951) 685-2430 \* Fax: (951) 685-3630 \* Email: [Adlerhorst@Adlerhorst.Com](mailto:Adlerhorst@Adlerhorst.Com)  
[www.Adlerhorst.com](http://www.Adlerhorst.com)

---

TO: Huntington Park Police Department  
FROM: David Reaver, Adlerhorst International LLC  
DATE: August 2, 2017  
RE: Sole Source Vendor

---

Adlerhorst International, LLC provides police service dogs, handler courses, detection courses and maintenance training. Adlerhorst International LLC has the experience and qualifications to provide these services as a sole source vendor because:

- Have a comprehensive performance standard – our canines receive up to two years of training in Europe followed by a course in the United States with a final examination more comprehensive than any other.
- Originators of a comprehensive, ongoing maintenance training program to insure active K-9 teams maintain proper skill levels and adhering to the “Community Standard”.
- All courses are certified by the California Community College System, and college credit is earned for each course.
- Mr. Reader’s expert witness testimony is available / provided for all our monthly maintenance clients.

Thank you,

*David Reaver*

David Reaver  
Adlerhorst International, LLC.

## ATTACHMENT "B"

B .

ADLERHORST INTERNATIONAL, LLC

3951 Vernon Ave.  
Jurupa Valley, CA 92509  
(951) 685-2430

**QUOTE ONLY**

Date	Quote #
8/2/2017	071577

Name / Address
Huntington Park Police Department 6542 Miles Ave Huntington Park Ca 90255

Qty	Description	U/M	Cost	Total
1	Police Dog - Detection - German Shepherd or Malinois		8,000.00	8,000.00T
1	Security and Shipping Surcharge Because of rising prices due to the security and shipping of our canines from Europe into the United States		250.00	250.00
1	Narcotics Detection Course #		5,000.00	5,000.00
1	Annual Billing K-9 On-Site Monthly Training Minimum 12 8hr Sessions		2,100.00	2,100.00
1	On-Site Training Re-Certification		400.00	400.00

**All merchandise subject to California sales tax.**

--

<b>Subtotal</b>	<b>\$15,750.00</b>
<b>Sales Tax (7.75%)</b>	<b>\$620.00</b>
<b>Total</b>	<b>\$16,370.00</b>



# CITY OF HUNTINGTON PARK

Police Department  
City Council Agenda Report

August 15, 2017

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 REQUEST TO PURCHASE TWO POLICE DEPARTMENT INVESTIGATIVE DIVISION POLICE VEHICLES AND SUPPLEMENTARY EQUIPMENT**

**IT IS RECOMMENDED CITY COUNCIL:**

1. Authorize the requisition of funds to purchase and equip two new Police Department Investigative Division police vehicles from CHEVROLET MOTOR COMPANY, specifically Folsom Chevrolet, as well as emergency response equipment from Black & White Emergency Vehicles, and radio equipment from Motorola Solutions;
2. Authorize the requisition of budgeted funds of \$50,000.00 from the Forfeiture Fund, Account #229-7010-421.74-10;
3. Authorize additional budget appropriation of \$48,510.15 from the Forfeiture Fund, Account #229-7010-421.74-10; and
4. Authorize Chief of Police to purchase the vehicles and associated equipment.

**PURPOSE / JUSTIFICATION OF RECOMMENDED ACTION**

The Police Department maintains a fleet of police investigative unmarked vehicles that are used by Detectives, as well as personnel assigned to the department's Crime Suppression Unit (CSU). Unmarked vehicles are not readily identified as police service vehicles by the general public because unmarked vehicles do not have "police" graphics or markings affixed to them. However, these vehicles are equipped with hidden emergency response equipment (lights/siren/radio) and are used in pro-active enforcement as well as covert surveillance modes throughout the community and surrounding area, depending on the scope and type of work or investigation involved.

Additionally, unmarked vehicles utilized for narcotics detection K-9's require specific safety equipment to ensure safety of the K-9 and appropriate transportation. In order to provide effective and efficient police and investigative service to the community, the

**APPROVE REQUEST TO PURCHASE TWO POLICE DEPARTMENT INVESTIGATIVE DIVISION POLICE VEHICLES AND SUPPLEMENTARY EQUIPMENT**

August 15, 2017

Page 2 of 3

Department and Investigative Divisions must maintain a sufficient number of unmarked police vehicles in operation.

The below table identifies current investigative police vehicles recommended for removal from the City's vehicle fleet and replaced by the two new vehicles.

Vehicle #	Year/Make/Model	Mileage	Reason for Replacement
957	2005 Dodge Magnum	154,406	Extensive wear and tear. Excessive mileage.
137	2004 Ford Explorer	114,091	Extensive wear and tear. Excessive mileage.

These two investigative vehicles meet the City's Vehicle Replacement Policy under the following guideline(s);

*B. Combination of Age or Mileage; – This guideline sets forth guidelines requiring police vehicles considered for replacement to be 5 years old and have at least 100,000 miles.*

Due to the condition of both vehicles noted above, the Police Department recommends their replacement, with the purchase of two new Chevrolet unmarked vehicles, identified by Chevrolet as a (new / zero mileage) 2015 Chevy Tahoe 2x2 (to be outfitted specific for K-9 service), and a 2018 Chevy Silverado C15 Crew Cab.

**FISCAL IMPACT/FINANCING**

In compliance with the City's procurement process, three bids were obtained from auto dealers in order to identify the best value for the purchase of the two new police investigative vehicles. The recommended dealer to purchase both vehicles from is Folsom Chevrolet in Folsom, CA., which provided the lowest bid of **\$71,246.94** base price for two vehicles. Below is a table outlining the three obtained bids. The expanded bids are included with this report.

Dealer	Tahoe	Silverado Truck	Combined Base Total
Folsom Chevrolet	\$34,826.88	\$36,420.06	\$71,246.94
Maita Chevrolet	\$38,318.51	\$36,685.51	\$75,004.02
Gold Rush Chevrolet	\$37,621.75	\$36,846.25	\$74,468.00

The total fiscal impact for this requested expenditure, which includes the purchase of two new investigative vehicles, emergency lighting equipment, radios, and narcotics K-9 detection safety equipment is **\$98,510.15**.

Funding of **\$50,000.00** for these products has been allocated in the FY 17/18 budget in the Forfeiture Fund, Account #229-7010-421.74-10.

**APPROVE REQUEST TO PURCHASE TWO POLICE DEPARTMENT  
INVESTIGATIVE DIVISION POLICE VEHICLES AND SUPPLEMENTARY  
EQUIPMENT**

August 15, 2017

Page 3 of 3

Appropriation funding of **\$48,510.15** from Forfeiture Fund, Account #229-7010-421.74, is required for an additional vehicle, and supplementary emergency equipment costs.

Below is the breakdown of expenses associated with this purchase. The expanded quotes with expense details area attached.

2015 Chevy Tahoe (Canine)	34,826.88
2017 Chevy Silverado	36,420.06
B& W Emergency Lighting	9,014.51
Motorola Solutions Radios	18,248.70
<b>Total</b>	<b>98,510.15</b>

**CONCLUSION**

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

Respectfully submitted,



EDGAR P. CISNEROS  
City Manager

  
COSME LOZANO  
Chief of Police

**ATTACHMENT(S)**

- A. City's Vehicle Replacement Policy
- B. Folsom Chevrolet Quotations
- C. Maita Chevrolet Quotations
- D. Gold Rush Chevrolet Quotations
- E. Black & White Emergency Vehicles Quotations
- F. Motorola Solutions Quotation's

## ATTACHMENT "A"

## Vehicle Replacement Policy

The purpose of the policy is to provide guidelines for the replacement of City-owned vehicles. The policy itself is not intended to incorporate maintenance programs and assumes that appropriate maintenance programs are in place within the department with accountability for the vehicle in conjunction with the Public Works department.

The decision to purchase, replace a vehicle is intended to reflect consideration of several factors including lifecycle costs, a combination of age or mileage to date and replacement funding as follows:

**A. Lifecycle costs.** The department interested in replacing a particular vehicle should undertake analysis to be used (1) as a guideline on a vehicle-class basis before vehicles go into service; (2) as an assessment of individual vehicles after they have been in service to determine whether they should continue in service for another year or be replaced; and (3) to evaluate the economics of any major rebuilding program for larger trucks and equipment. Parameters included in the analysis are:

- Acquisition cost
- Estimated salvage value
- Cost of money
- Maintenance costs
- Operations costs
- Fuel costs
- Age or miles to date
- Downtime costs and obsolescence cost including safety factors

**B. Combination of Age or Mileage.** The following table sets forth the guidelines for requesting budget authority to replace City owned vehicles. Leased vehicles are governed by the terms of the lease.

DESCRIPTION	AGE	MILEAGE
PASSENGER CARS	5	100,000
POLICE CARS	5	100,000
POLICE MOTORCYCLES	5	125,000

## ATTACHMENT “B”

B.



**Folsom Chevrolet**  
12655 Auto Mall Circle  
Folsom CA, 95630  
Phone (916) 605-2122 Fax (916) 605-5727

## **CITY OF HUNTINGTON PARK POLICE**

Quotation valid until: 8/19/2017  
Prepared by: TOM WEAVER

## Quotation

DATE 8/9/2017  
Quotation # 1  
Customer ID

Quotation valid until: 8/19/2017  
Prepared by: TOM WEAVER

Comments or Special Instructions: None

**Instructions:**  
Enter a T in each row that should be taxed. (Note: This box won't print.)

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS
TOM WEAVER		20 days			30 days



**Folsom Chevrolet**  
12655 Auto Mall Circle  
Folsom CA, 95630  
Phone (916) 605-2122 Fax (916) 605-5727

## Quotation

DATE 4/25/2017  
Quotation # 1  
Customer ID

*Quotation valid until: 5/5/2017  
Prepared by: TOM WEAVER*

**Instructions:**  
Enter a T in each row that should be taxed. (Note: This box won't print.)

**Comments or Special Instructions:** None

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS
TOM WEAVER		20 days			30 days

SUBTOTAL	\$ 33,463.75
TAX RATE	8.75%
SALES TAX	2,927.31
OTHER	29.00
<b>TOTAL</b>	<b>\$ 36,420.06</b>

## ATTACHMENT "C"



# City of Huntington Park

THANKS  
Bill

**CMAITA**  
**CHEVROLET**

To R. MARETTI  
c/o Huntington Park Police

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS
TOM WEAVER		20 days			30 days

BID GOOD FOR 60 DAYS

323-589-1150

<b>SUBTOTAL</b>	\$ 33,706.75
<b>TAX RATE</b>	8.75%
<b>SALES TAX</b>	2,949.34
<b>OTHER</b>	29.00
<b>TOTAL</b>	\$ 36,685.51

SALES TAX  
INC

## ATTACHMENT "D"



City of Huntington Beach

2017 TAHOE

8-10 weeks Delivery

\$ 34560 Sale Price  
29. LIC

8.75 TIRE TAX

3024.00 Sale TAX

37621.75 TOTAL

D.



CHEVROLET SUBARU

TO CITY OF Huntington PARK

This is our QUOTE FOR *2017 CREW*

CAB 2X2 TRUCK EQUIPPED AS

V-8

Auto

5W4 LE PKG

CAMERA

LE LAW ENFORCEMENT WIRING

604 4603

DELIVER IN 8- TO 10 WEEK

Yours COST \$ 33,880  
+TAX & FEES  
\$29.24  
8.25 TIRE TAX  
LOCAL SALES TAX

TOTAL \$36,846.25

*JAVL*

Gold Rush Chevrolet:  
570 Grass Valley Hwy  
Auburn, CA 95603  
(530)885-0471  
[www.goldrushchevy.com](http://www.goldrushchevy.com)

Mailing Address:  
PO Box 6865  
Auburn, CA 95604

Gold Rush Subaru:  
670 Grass Valley Hwy  
Auburn, CA 95603  
(530)885-4019  
[www.goldrushsubaru.com](http://www.goldrushsubaru.com)

## ATTACHMENT "E"

E.



# Quote

1611 W. San Bernardino Rd. Unit A  
Covina, CA 91722

Date	Estimate #
8/2/2017	1036

Name / Address
Huntington Park Police Department 6542 Miles Ave Huntington Park, CA 90255

Ship To
Huntington Park Police Department 6542 Miles Ave Huntington Park, CA 90255 USA

Item	Description	Customer		Terms
		Qty	Rate	
W6BR	Wildcat Hide-a-Blast W600 Vertical Flange Mount, 9ft Blue/Red	4	65.00	260.00T
MR6MC-RB	Code 3 MR6 Multi Color Red/Blue	2	70.00	140.00T
FSM-BKT-PIU	Front Side Mirror Mounting Bracket for 2012-16 Ford Utility. Fits MR6 or M-180	1	23.80	23.80T
C3100U	100w Speaker w/ Universal Mounting Bracket	1	165.00	165.00T
920-10TH	Plug-In Headlight Flasher for Chevy Tahoe	1	49.05	49.05T
436486	Larsen 17" RG58/U Dual Shield High Frequency Antenna Coax	1	14.95	14.95T
22174	MiniUHF Male Crimp-RG58	1	2.50	2.50T
74344	450-470 Mhz 1/4 Wave Antenna Black, Laird Technologies	1	9.72	9.72T
SI340TK06	Secure Idle 2011-2013 Chevy Caprice	1	133.00	133.00T
MR6MC-RB	Code 3 MR6 Multi Color Red/Blue	4	70.00	280.00T
ULTMC-RB	Code 3 Directional LED Multi-Color Red/Blue	2	65.00	130.00T
80KAMP	Factory Refurbished Siren Amp	1	325.00	325.00T
BWROTARY	3 Position Rotary Switch with Knob, 3 40a Relays, & Horn Ring Relay	1	125.00	125.00T
CH8.1.20	8 Circuit Wire Harness with Smart Start Timer, Master Reset Breaker, 3' Power Feed Wires, and 20' Power Output Wires	1	425.00	425.00T
WIRE&TERMIN...	Wire, Terminals, Tie-Wraps, & Hardware	1	65.00	65.00T
UNDERCOVER,...	Installation of Emergency Equipment into an Undercover Vehicle and rear dog kennel and customer supplied Two-Way radio into a 2015 Chevy Tahoe.	20	70.00	1,400.00
MM-00376	MIM VARIOCAGE SINGLE - CAR CRASH TESTED DOG TRAVEL CRATE	1	901.65	901.65T
<b>Quotes are subject to change and are Valid for 30 Days</b>		<b>Subtotal</b>	\$4,449.67	
		<b>Sales Tax (9.25%)</b>	\$282.09	
<b>Total</b>		\$4,731.76		

Signature \_\_\_\_\_



1611 W. San Bernardino Rd. Unit A  
Covina, CA 91722

Quote

Date	Estimate #
8/2/2017	1037

Name / Address
Huntington Park Police Department 6542 Miles Ave Huntington Park, CA 90255

Ship To
Huntington Park Police Department 6542 Miles Ave Huntington Park, CA 90255 USA

Item	Description	Customer		Terms
		Qty	Rate	
2018 Chevy Silverado				Net 30
W6BR	Wildcat Hide-a-Blast W600 Vertical Flange Mount, 9ft Blue/Red	4	65.00	260.00T
C3100U	100w Speaker w/ Universal Mounting Bracket	1	165.00	165.00T
MR6-RB	Code 3 High Powered, water resistant, compact LEDs with TIR Optic	2	60.00	120.00T
80KAMP	Factory Refurbished Siren Amp	1	325.00	325.00T
BWROTARY	3 Position Rotary Switch with Knob, 3 40a Relays, & Horn Ring Relay	1	125.00	125.00T
950	Positive Output Wired Headlight Flasher	1	42.50	42.50T
MR6MC-RB	Code 3 MR6 Multi Color Red/Blue	6	70.00	420.00T
436486	Larsen 17" RG58/U Dual Shield High Frequency Antenna Coax	1	14.95	14.95T
74344	450-470 Mhz 1/4 Wave Antenna Black, Laird Technologies	1	9.72	9.72T
22174	MiniUHF Male Crimp-RG58	1	2.50	2.50T
CH8.1.20	8 Circuit Wire Harness with Smart Start Timer, Master Reset Breaker, 3' Power Feed Wires, and 20' Power Output Wires	1	425.00	425.00T
WIRE&TERMIN...	Wire, Terminals, Tie-Wraps, & Hardware	1	65.00	65.00T
CUSTGUNRCK	Custom Gun Rack Dual under rear seat.	1	375.00	375.00T
SC-6	Gen. 2 Universal Gun Lock #2 Key	1	123.75	123.75T
SC-1	Gunlock Small For Pump Shotgun	1	80.45	80.45T
SC-7009-A	7-40 Second Adjustable Gunlock Timer	1	33.80	33.80T
SC-1901	Aluminum Butt Plate	2	25.50	51.00T
UNDERCOVER,...	Installation of Emergency Equipment into an Undercover Vehicle a 2018 Chevy Silverado and customer provided Two-way radio.	20	70.00	1,400.00
<b>Quotes are subject to change and are Valid for 30 Days</b>		<b>Subtotal</b>	\$4,038.67	
		<b>Sales Tax (9.25%)</b>	\$244.08	
Signature _____		<b>Total</b>	\$4,282.75	

1611 W. San Bernardino Rd. Unit E Covina, CA 91722 Office (626) 966-2576 Fax (626) 966-2569  
JP@BLACKANDWHITEEV.COM WWW.BLACKANDWHITEEV.COM

## ATTACHMENT "F"



Quote Number: QU0000411238  
Effective: 02 AUG 2017  
Effective To: 01 OCT 2017

F.

**Bill-To:**

HUNTINGTON PARK POLICE DEPARTMENT  
6542 MILES AVE  
HUNTINGTON PARK, CA 90255  
United States

**Ultimate Destination:**

HUNTINGTON PARK POLICE DEPARTMENT  
6542 MILES AVE  
HUNTINGTON PARK, CA 90255  
United States

**Attention:**

Name: Sgt. Richard Marette  
Email: rmaretti@huntingtonparkpd.org  
Phone: 323-826-6678

**Sales Contact:**

Name: So Young Kim  
Email: skim@daywireless.com  
Phone: 8183336568

**Contract Number:** LA COUNTY (CA)

**Freight terms:** FOB Destination

**Payment terms:** Net 30 Due

*Tattoo*

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
1	1	M37TSS9PW1AN	APX8500 ALL BAND MP MOBILE	\$4,770.00	\$3,482.10	\$3,482.10
1a	1	G806BL	ENH: ASTRO DIGITAL CAI OP APEX	\$515.00	\$375.95	\$375.95
1b	1	GA00255AF	ADD: 5 YR SFS COMPREHENSIVE	\$420.00	\$420.00	\$420.00
1c	1	GA00179AB	ADD: NO REMOTE CABLE NEEDED	-	-	-
1d	1	G851AG	ADD: AES/DES-XL/DES-OFB ENCRYPTION	\$799.00	\$583.27	\$583.27
1e	1	W969BG	ADD: MULTIPLE KEY ENCRYPTION OPERATION	\$330.00	\$240.90	\$240.90
1f	1	GA00235AE	ADD: NO GPS/WI-FI ANTENNA NEEDED	-	-	-
1g	1	G90AC	ADD: NO MICROPHONE NEEDED	-	-	-
1h	1	GA01513AA	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)	\$95.00	\$69.35	\$69.35
1i	1	G67DE	ADD: REMOTE MOUNT MP	\$297.00	\$216.81	\$216.81
1j	1	G51AT	ENH: SMARTZONE OPERATION APX	\$1,500.00	\$1,095.00	\$1,095.00
1k	1	B18CR	ADD: AUXILIARY SPKR 7.5 WATT	\$60.00	\$43.80	\$43.80
1l	1	GA01515AA	ADD: J600 ADAPTER CABLE	\$95.00	\$69.35	\$69.35
1m	1	G173AK	ADD: SMARTZONE OMNILINK	\$200.00	\$146.00	\$146.00
1n	1	G361AH	ADD: P25 TRUNKING SOFTWARE	\$300.00	\$219.00	\$219.00
1o	1	GA00580AA	ADD: TDMA OPERATION	\$450.00	\$328.50	\$328.50
1p	1	G996AS	ENH: OVER THE AIR PROVISIONING	\$100.00	\$73.00	\$73.00
1q	1	GA09001AA	ADD: WI-FI CAPABILITY	\$300.00	\$219.00	\$219.00
1r	1	GA09007AA	ADD: OUT OF THE BOX WI-FI PROVISIONING	-	-	-
1s	1	G72AD	ADD:O3 CONTROL HEAD	\$946.00	\$690.58	\$690.58
1t	1	G444AH	ADD: APX CONTROL HEAD SOFTWARE	-	-	-
2	1	PMLN4958B	O3 CAN 17' EXTENSION CABLE	\$99.00	\$79.20	\$79.20

Estimated Tax Amount \$772.54

**Total Quote in USD** \$9,124.35

PO Issued to Motorola Solutions Inc. must:



**MOTOROLA SOLUTIONS**

Quote Number: QU0000411237  
 Effective: 02 AUG 2017  
 Effective To: 01 OCT 2017

F.

**Bill-To:**

HUNTINGTON PARK POLICE DEPARTMENT  
 6542 MILES AVE  
 HUNTINGTON PARK, CA 90255  
 United States

**Ultimate Destination:**

HUNTINGTON PARK POLICE DEPARTMENT  
 6542 MILES AVE  
 HUNTINGTON PARK, CA 90255  
 United States

**Attention:**

Name: Sgt. Richard Maretti  
 Email: rmaretti@huntingtonparkpd.org  
 Phone: 323-826-6678

**Sales Contact:**

Name: So Young Kim  
 Email: skim@daywireless.com  
 Phone: 8183336568

**Contract Number:** LA COUNTY (CA)

**Freight terms:** FOB Destination

**Payment terms:** Net 30 Due

*Shure Rado*

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
1	1	M37TSS9PW1AN	APX8500 ALL BAND MP MOBILE	\$4,770.00	\$3,482.10	\$3,482.10
1a	1	G806BL	ENH: ASTRO DIGITAL CAI OP APEX	\$515.00	\$375.95	\$375.95
1b	1	GA00255AF	ADD: 5 YR SFS COMPREHENSIVE	\$420.00	\$420.00	\$420.00
1c	1	GA00179AB	ADD: NO REMOTE CABLE NEEDED	-	-	-
1d	1	G851AG	ADD: AES/DES-XL/DES-OFB ENCRYPTION	\$799.00	\$583.27	\$583.27
1e	1	W969BG	ADD: MULTIPLE KEY ENCRYPTION OPERATION	\$330.00	\$240.90	\$240.90
1f	1	GA00235AE	ADD: NO GPS/WI-FI ANTENNA NEEDED	-	-	-
1g	1	G90AC	ADD: NO MICROPHONE NEEDED	-	-	-
1h	1	GA01513AA	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)	\$95.00	\$69.35	\$69.35
1i	1	G67DE	ADD: REMOTE MOUNT MP	\$297.00	\$216.81	\$216.81
1j	1	G51AT	ENH: SMARTZONE OPERATION APX	\$1,500.00	\$1,095.00	\$1,095.00
1k	1	B18CR	ADD: AUXILARY SPKR 7.5 WATT	\$60.00	\$43.80	\$43.80
1l	1	GA01515AA	ADD: J600 ADAPTER CABLE	\$95.00	\$69.35	\$69.35
1m	1	G173AK	ADD: SMARTZONE OMNILINK	\$200.00	\$146.00	\$146.00
1n	1	G361AH	ADD: P25 TRUNKING SOFTWARE	\$300.00	\$219.00	\$219.00
1o	1	GA00580AA	ADD: TDMA OPERATION	\$450.00	\$328.50	\$328.50
1p	1	G996AS	ENH: OVER THE AIR PROVISIONING	\$100.00	\$73.00	\$73.00
1q	1	GA09001AA	ADD: WI-FI CAPABILITY	\$300.00	\$219.00	\$219.00
1r	1	GA09007AA	ADD: OUT OF THE BOX WI-FI PROVISIONING	-	-	-
1s	1	G72AD	ADD:03 CONTROL HEAD	\$946.00	\$690.58	\$690.58
1t	1	G444AH	ADD: APX CONTROL HEAD SOFTWARE	-	-	-
2	1	PMLN4958B	O3 CAN 17' EXTENSION CABLE	\$99.00	\$79.20	\$79.20

Estimated Tax Amount \$772.54

**Total Quote in USD** \$9,124.35

PO Issued to Motorola Solutions Inc. must:



# CITY OF HUNTINGTON PARK

Public Works Department  
City Council Agenda Report

August 15, 2017

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:

## **AUTHORIZE AWARD OF CONTRACT TO PRECISION CONCRETE CUTTING FOR TRIP HAZARD REMOVAL SURVEY SERVICES**

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

1. Approve award of contract to Precision Concrete Cutting as a sole source provider for trip hazard removal survey services in-lieu of typical City procurement requirements; and
2. Authorize City Manager or designee to execute the contract.

### **Background**

On April 18<sup>th</sup>, 2017 Council awarded a contract to Precision Concrete Cutting as a sole source provider of trip hazard removal in-lieu of typical City procurement requirements. Precision Concrete Cutting conducted a pilot program which eliminated trip hazards between  $\frac{1}{4}$ " and 2" on both residential and commercial sidewalks. The pilot program surveyed a portion of the city as identified in Zone 3 in Figure 1.

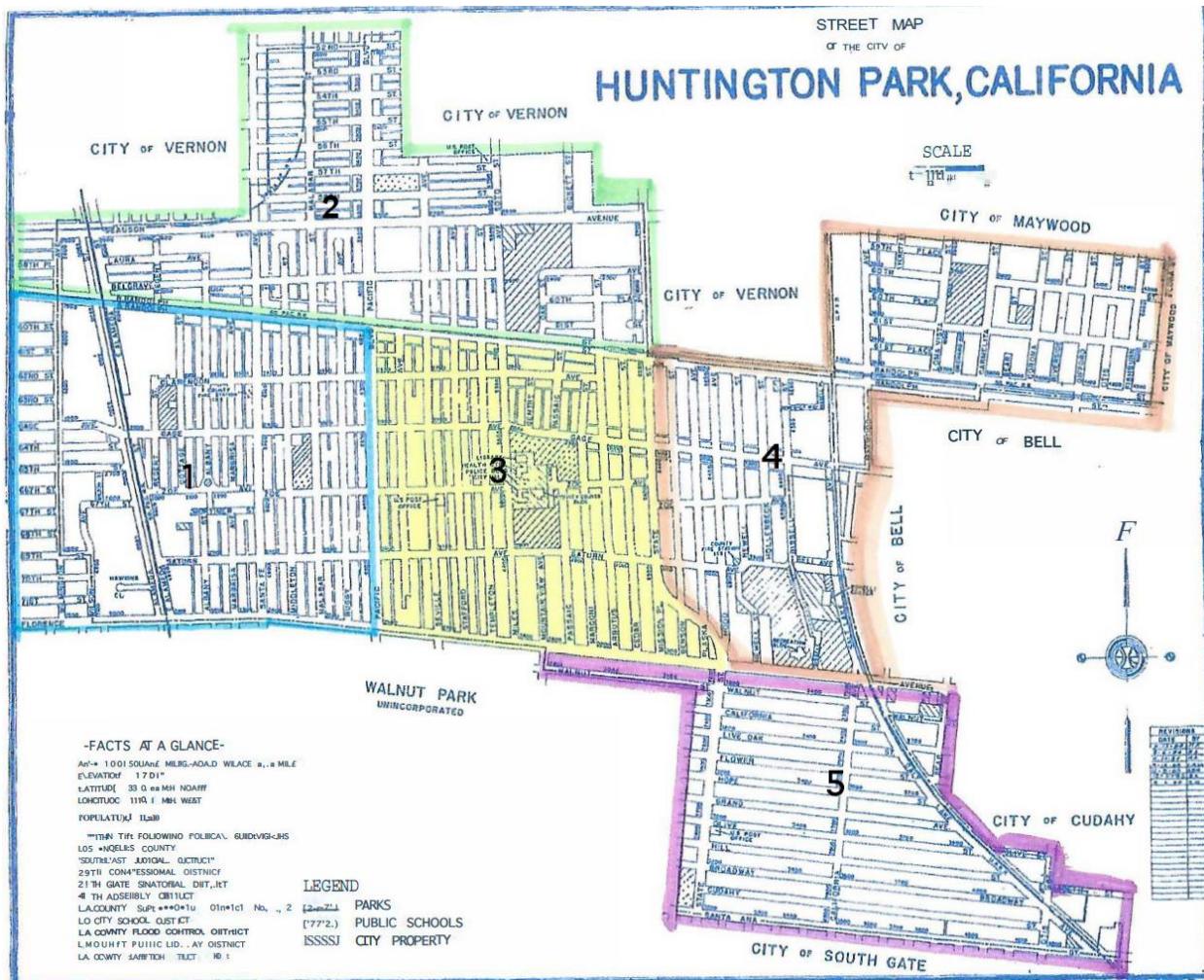
In the corresponding Staff Report, staff presented to City Council the Trip Hazard Repair Program which was a two-phase approach. The first phase addressed the trip hazards identified in Zone 3 which was completed last fiscal year. The second was to survey the entire city as identified in Figure 1. In both phases, if the trip hazard identified exceeding 2" Precision Concrete Cutting will document and report to the city for our internal evaluation.

# AUTHORIZE AWARD OF CONTRACT TO PRECISION CONCRETE CUTTING FOR TRIP HAZARD REMOVAL SURVEY SERVICES

August 15, 2017

Page 2 of 3

**Figure 1**



As indicated previously, to guarantee trip hazards are addressed throughout the city, the Trip Hazard Repair Program will require yearly cycles throughout every zone of the city and will be budgeted accordingly.

## **ANALYSIS**

As stated in the April 18<sup>th</sup> Staff Report, Precision Concrete Cutting owns the rights to multiple patents and thus have a sole surface on this technology and was the justification for their sole source provider status. Staff requested a proposal from Precision Concrete Cutting for a Trip Hazard Repair Survey. Precision Concrete Cutting provided the following quote for three (3) survey options. See table below. Precision Concrete Cutting is providing a 40% rebate towards the cost of the actual repairs identified in each of their survey options.

Staff is recommending Option one (1). Option one (1) provides the City the ability to budget appropriately for actual costs for this and upcoming fiscal years. Upon completion of the survey, staff will present an additional staff report at a future council

# **AUTHORIZE AWARD OF CONTRACT TO PRECISION CONCRETE CUTTING FOR TRIP HAZARD REMOVAL SURVEY SERVICES**

August 15, 2017

Page 3 of 3

meeting with the proposed cost of the four (4) zones survey at which time the council will have the opportunity to provide additional direction.

ZONE 1, 2, 4, 5 YEAR 2017	ZONE 1, 2 YEAR 2017	ZONE 4, 5 YEAR 2018
<b>Option 1</b> <ul style="list-style-type: none"><li>✓ Survey Sidewalk Condition</li><li>✓ Report Trip Hazards</li><li>✓ Report Remove And Replace Location</li><li>✓ Provide Before Pictures</li><li>✓ Provide GPS Locations</li><li>✓ 40% Of Survey Cost Rebate Back Toward The Cost Of All The Repairs</li></ul> <b>\$43,987.50</b>	<b>Option 2</b> <ul style="list-style-type: none"><li>✓ Survey Sidewalk Condition</li><li>✓ Report Trip Hazards</li><li>✓ Report Remove And Replace Location</li><li>✓ Provide Before Pictures</li><li>✓ Provide GPS Locations</li><li>✓ 40% Of Survey Cost Rebate Back Toward The Cost Of All The Repairs</li></ul> <b>\$21,292.50</b>	<b>Option 3</b> <ul style="list-style-type: none"><li>✓ Survey Sidewalk Condition</li><li>✓ Report Trip Hazards</li><li>✓ Report Remove And Replace Location</li><li>✓ Provide Before Pictures</li><li>✓ Provide GPS Locations</li><li>✓ 40% Of Survey Cost Rebate Back Toward The Cost Of All The Repairs</li></ul> <b>\$22,695.00</b>

## **FISCAL IMPACT/FINANCING**

Funding for the Trip Hazard Repair Program was approved in the City's FY 17-18 Adopted

Budget in account 221-4010-431.73-10 and the proposed cost is well within the department's budget.

## **CONCLUSION**

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

Respectfully submitted,



EDGAR P. CISNEROS  
City Manager



Daniel Hernandez  
Public Works Director

## **ATTACHMENT(S)**

- A. Proposal/Scope of Service
- B. Sample Contract for Trip Hazard Removal
- C. Sole Source Letter

## ATTACHMENT "A"



# SIDEWALK SURVEY PROPOSAL:

Presented to: THE CITY OF HUNTINGTON PARK  
JULY 2017



**HUNTINGTON PARK**  
THE CITY OF PERFECT BALANCE *California*

CONTACT: JUAN PRECIADO/ PHONE (323) 584-6268

The information in this summary is confidential, and is to be used only by the intended recipient and Precision Concrete Cutting in evaluating the project. Any copying or unauthorized disclosure of this information is prohibited.

# COMMITMENT SUMMARY



## COST SAVINGS

We'll repair your sidewalks for 70-90% less than sidewalk replacement, which means you can do more for your community for less.



## A.D.A. COMPLIANCE

Patented technology that brings sidewalks into ADA compliance



## CLEAN

Our patented containment system captures dust and debris to bring you the cleanest process available.



## SAFE

Decrease liability on your pedestrian walkways



## DETAILED REPORTING

We track our jobs with honesty and integrity. Invoices show measurements, locations and cost for each hazard.



## LOW IMPACT

Efficient systems with an average removal time of 20 minutes, no sidewalk closures.



## FULL SERVICE CONTRACTOR

Complete GIS integration, mapping, etc.

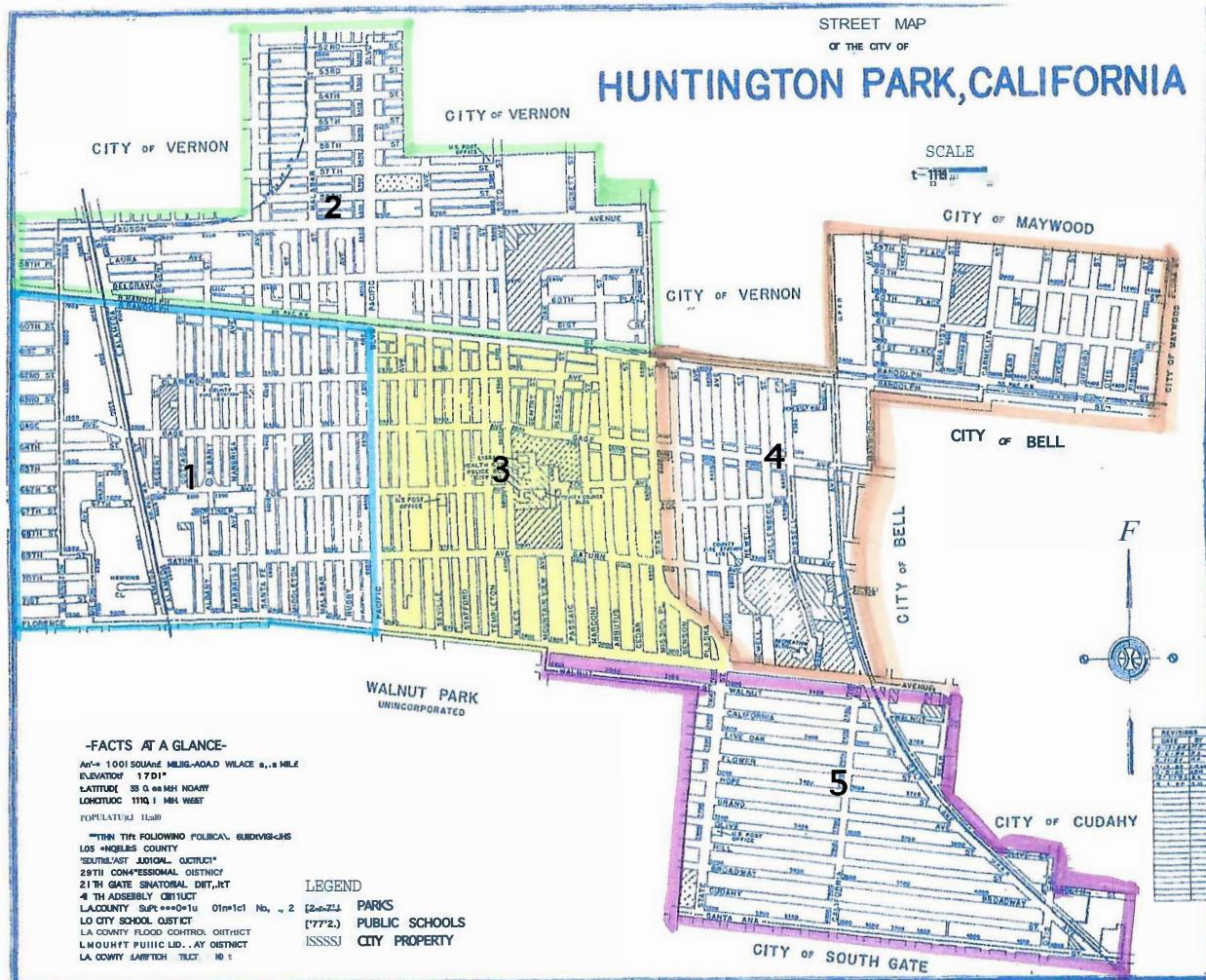


ENVIRONMENTAL IMPACT EXAMPLE: As a member of the U.S. Green Building Council (USGBC) we are proud of the fact that we reduce the impact to landfills and the environment as a result of our service. Removing and replacing 100 panels would result in approximately 118,500 pounds or 59 tons of concrete being removed (average panel weight of 1185 pounds) Using Precision Concrete Cutting for 100 trip hazards results in 0.3 tons of concrete removed and recycled, approximately 141 gallons of gasoline saved, and a reduction of 1.3 metric tons of Co2.



# SURVEY AREA

This proposed project includes surveying sidewalk trip hazards for the city of Huntington Park. The map shows the location of zones being surveyed. These areas were designated by Juan Preciado.



# PROGRAM OPTIONS

## ZONES 1, 2, 4, 5 YEAR 2017

- ✓ Survey Sidewalk Condition
- ✓ Report Trip Hazards
- ✓ Report Remove And Replace Location
- ✓ Provide Before Pictures
- ✓ Provide GPS Locations
- ✓ 40% Of Survey Cost Rebate Back Toward The Cost Of All The Repairs

**\$43,987.50**

## ZONES 1, 2 YEAR 2017

- ✓ Survey Sidewalk Condition
- ✓ Report Trip Hazards
- ✓ Report Remove And Replace Location
- ✓ Provide Before Pictures
- ✓ Provide GPS Locations
- ✓ 40% Of Survey Cost Rebate Back Toward The Cost Of All The Repairs

**\$21,292.50**

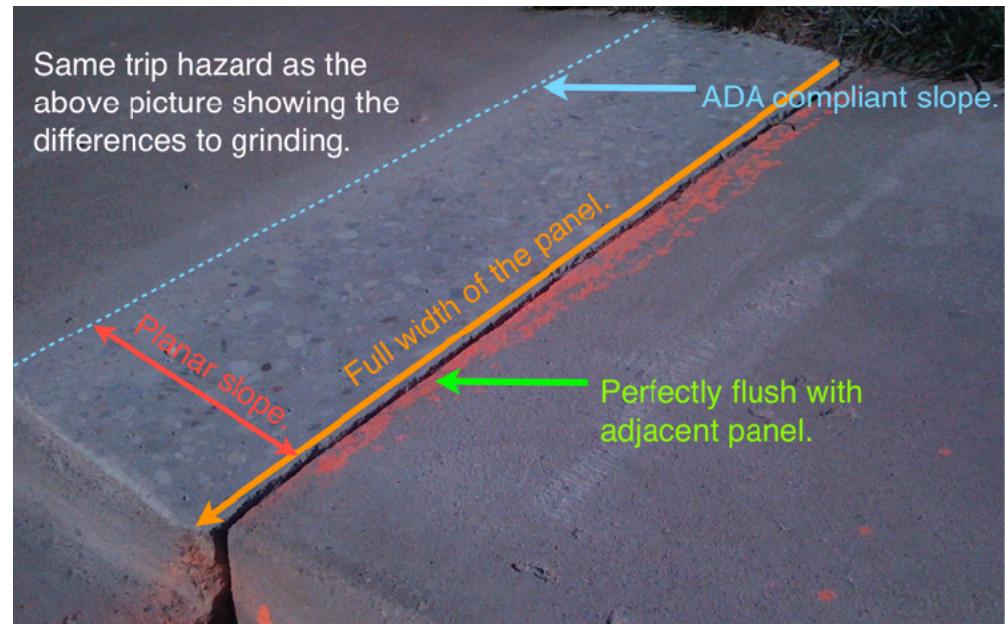
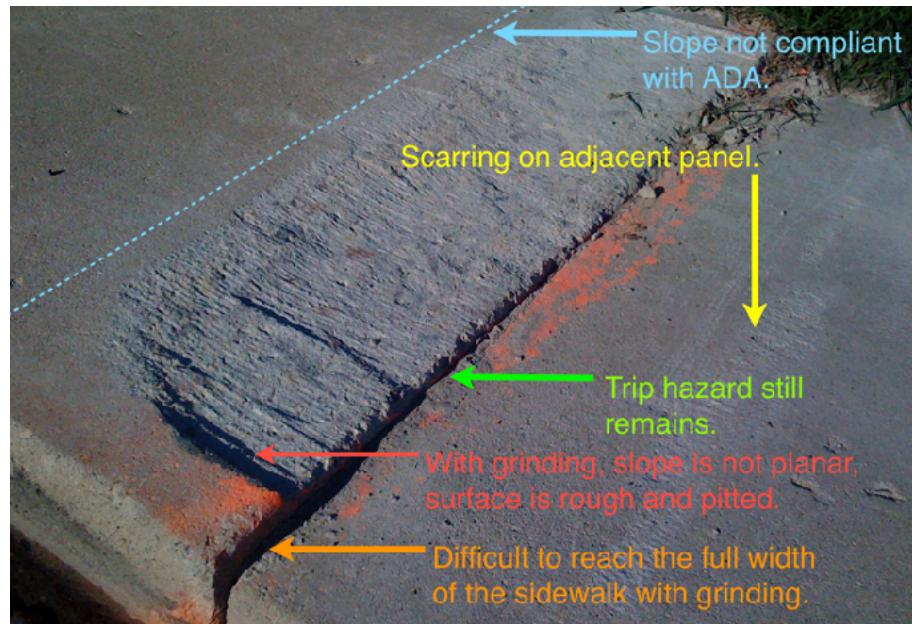
## ZONES 4, 5 YEAR 2018

- ✓ Survey Sidewalk Condition
- ✓ Report Trip Hazards
- ✓ Report Remove And Replace Location
- ✓ Provide Before Pictures
- ✓ Provide GPS Locations
- ✓ 40% Of Survey Cost Rebate Back Toward The Cost Of All The Repairs

**\$22,695.00**

# THE PRECISION CONCRETE CUTTING DIFFERENCE

Our patented technology and innovative sidewalk repairs process leaves you with a beautiful, smooth surface that is ADA compliant — a result you can't get with grinding. Plus, our method saves you money!



The information in this summary is confidential, and is to be used only by the intended recipient and Precision Concrete Cutting in evaluating the project. Any copying or unauthorized disclosure of this information is prohibited.

# PRECISION CONCRETE CUTTING REPAIRS



The information in this summary is confidential, and is to be used only by the intended recipient and Precision Concrete Cutting in evaluating the project. Any copying or unauthorized disclosure of this information is prohibited.

# PRECISION CONCRETE CUTTING REPAIRS



The information in this summary is confidential, and is to be used only by the intended recipient and Precision Concrete Cutting in evaluating the project. Any copying or unauthorized disclosure of this information is prohibited.

## ATTACHMENT “B”



## CONTRACTOR SERVICES AGREEMENT

### Precision Concrete Cutting for Trip Hazard Removal Survey

THIS CONTRACTOR SERVICES AGREEMENT ("Agreement") is made and entered into this **15<sup>th</sup> day of August, 2017** (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and **Precision Concrete Cutting** (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 **August 15, 2017 to June 30, 2018**. 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 **\$43,987.50** (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 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 SUB-CONTRACTOR fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, or SUB-CONTRACTOR shall be promptly removed by CONTRACTOR and shall not be reassigned to perform any of the Work.

2.8 **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, CONTRACTOROR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOROR shall procure and maintain the following insurance coverage, at its own expense:

- A. Commercial General Liability Insurance: CONTRACTOROR 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 CONTRACTORual liability.
- B. Automobile Liability Insurance: CONTRACTOROR 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 CONTRACTOROR 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 CONTRACTOROR 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 CONTRACTOROR'S INSURANCE:** All policies of insurance provided by CONTRACTOROR 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 CONTRACTOROR'S insurance and shall not contribute with it.
- 3.5 **WAIVER OF SUBROGATION:** All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOROR officers, employees, agents, CONTRACTOROR or SUB-CONTRACTOROR from waiving the right of subrogation prior to a loss. CONTRACTOROR hereby waives all rights of subrogation against CITY.
- 3.6 **VERIFICATION OF COVERAGE:** CONTRACTOROR 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, CONTRACTOROR warrants, represents and agrees that its shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by

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

#### 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:**  
Precision Concrete Cutting  
13089 Peyton Dr. #C235  
Chino Hills, CA 91709  
Aaron Ollivier, CEO  
Phone (801) 373-3990

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

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 **SUBCONTRACTORING:** 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 counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONTRACTOR and the remaining two original counterparts shall be retained by CITY.

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

**CITY OF HUNTINGTON PARK:**

By: \_\_\_\_\_  
Edgar P. Cisneros  
City Manager

Date: \_\_\_\_\_

**PRECISION CONCRETE CUTTING:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_ Aaron Ollivier,  
Title: \_\_\_\_\_ Chief Executive Officer

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

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

Date: \_\_\_\_\_

SAMPLE

## EXHIBIT "C"

### **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 in Exhibit B 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 "D"**  
**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 "E"

### 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: \_\_\_\_\_

(5) Name of Case: \_\_\_\_\_

(6) Court case identification number: \_\_\_\_\_

(7) Jurisdiction in which case was filed: \_\_\_\_\_

(8) Outcome of the case: \_\_\_\_\_

## 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 "C"

April 5, 2017

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

RE: Sole Source

To Whom It May Concern:

Due to the nature of our business and our patented equipment and methods, frequently we have been asked to provide a letter stating that our technology relies upon patents that have been issued by the US Patent and Trademark office.

Precision Concrete Cutting is the sole source provider authorized to use the patented equipment and method for removing sidewalk trip hazards as described by the following patent numbers:

U.S. Pat. No. 6,827,074  
U.S. Pat. No. 6,896,604  
U.S. Pat. No. 7,000,606  
U.S. Pat. No. 7,143,760  
U.S. Pat. No. 7,201,644  
U.S. Pat. No. 7,402,095

If you have any questions or comments please feel free to give me a call.

Kind Regards,



Aaron Ollivier, CEO  
Precision Concrete Cutting  
3191 N. Canyon Rd  
Provo, Utah 84604  
(801) 373-3990

