CITY OF HUNTINGTON PARK

City Council

Regular Meeting

Agenda

Tuesday, January 15, 2019

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

Jhonny Pineda
Mayor

Karina Macias
Vice Mayor

Graciela Ortiz
Council Member

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

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

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

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

- The conduct of City Council meetings is governed by the portion of the California Government Code commonly known as the "Brown Act" and by the Huntington Park City Council Meeting Rules of Procedure.

- The City Council meeting is for conducting the City's business, and members of the audience must obey the rules of decorum set forth by law. This means that each speaker will be permitted to speak for three minutes to address items that are listed on the City Council agenda or topics which are within the jurisdictional authority of the City.

- No profanity, personal attacks, booing, cheering, applauding or other conduct disruptive to the meeting will be permitted. Any person not adhering to the Rules of Procedure or conduct authorized by the Brown Act may be asked to leave the Council Chambers.

- All comments directed to the City Council or to any member of the City Council must be directed to the Mayor (or Chairperson if Mayor is absent).

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

Public Comment

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

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

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

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

Additions/Deletions to Agenda

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

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

Important Notice

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

CALL TO ORDER

ROLL CALL

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

INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATIONS

"Certificates of Appreciation," Presented to Those Who Generously Sponsored the Huntington Park's Holiday Parade

"Certificates of Recognition," presented to Aspire Junior Collegiate Academy and Families for Providing Joy to the Seniors at Huntington Park Nursing Center Through The "Adopt a Grandparent" Program

"Certificates of Recognition," Presented to the Huntington Park Police Officers Association (POA) and Officer Manuel Coronel for Sponsoring the Holiday "Secret Santa" Program and "Police Department Toy Drive"

Presentation by the California Department of Toxic Substances Control (DTSC) – Update on the Residential Exide Clean-up

PUBLIC COMMENT

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

STAFF RESPONSE

RECESS TO CLOSED SESSION

CLOSED SESSION

1. CONFERENCE WITH LABOR NEGOTIATORS Regarding Represented Employees - Government Code Section 54957.6(a)
   City's Designated Representative(s) for Negotiations: Ricardo Reyes, City Manager and Nita McKay, Finance/Human Resources Director
   Employee Organization: General Employees Association (GEA)

RECONVENE TO OPEN SESSION

CLOSED SESSION ANNOUNCEMENT

CONSENT CALENDAR

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

OFFICE OF THE CITY CLERK

1. Approve Minute(s) of the following City Council Meeting(s):

1-1. Regular City Council Meeting held December 18, 2018.

FINANCE

2. Approve Accounts Payable and Payroll Warrant(s) dated January 15, 2019

CITY MANAGER

3. Consideration and Approval of an Award of Contract to Sarahang Construction, Inc. in Connection with the City's Lead Based Paint Program for Property Located at 6726 and 6726 ½ Newell Street, Huntington Park, California

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve contract with Sarahang Construction, Inc. for an amount of $49,450 to remediate lead-based paint hazards interventions on a two (2) multi-family units located at 6726 and 6726 ½ Newell 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.

4. Consideration and Approval of an Award of Contract to Sarahang Construction, Inc. in Connection with the City's Lead Based Paint Program for Property Located at 6205 Rugby Avenue, Huntington Park, California

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve contract with Sarahang Construction, Inc. for an amount of $23,800 to remediate lead-based paint hazards interventions on a single-family unit located at 6205 Rugby Avenue; 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 (CONTINUED)

5. **Consideration and Approval of an Award of Contract to Sarahang Construction, Inc. in Connection with the City's Lead Based Paint Program for Property Located at 3534 Live Oak Street, Huntington Park, California**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve contract with Sarahang Construction, Inc. for an amount of $28,175 to remediate lead-based paint hazards interventions on a single-family unit located at 3534 Live Oak 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.

6. **Consideration and Approval of an Award of Contract to Sarahang Construction, Inc. in Connection with the City's Lead Based Paint Program for Property Located at 5957 Carmelita Avenue (Units A & B), Huntington Park, California**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve a contract with Sarahang Construction, Inc. for an amount of $36,900 to remediate lead-based paint hazards on a two (2) multi-family unit located at 5957 Carmelita Avenue Units A & B.

2. Authorize the City Manager to sign the contracts and approve change orders in an amount not to exceed 10% of the total contract amount.

7. **Consideration and Approval of an Award of Contract to Alfredo De La Torre Construction Services in Connection with the City's Lead Based Paint/Healthy Homes Program for Property Located at 5957 Carmelita Avenue (Units A & B), Huntington Park, California**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve a contract with Alfredo De La Torre Construction Services for an amount of $6,685 to address Healthy Homes work only on a two (2) multi-family unit located at 5957 Carmelita Avenue Units A & B.

2. Authorize the 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 (CONTINUED)

8. Consideration and Approval of an Award of Contract to Sarahang Construction, Inc. in Connection with the City's Lead Based Paint Program for Property Located at 7403 California Avenue, Huntington Park, California

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve contract with Sarahang Construction, Inc. for an amount of $7,275 to remediate lead-based paint hazards interventions on a single-family unit located at 7403 California Avenue; 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.

COMMUNITY DEVELOPMENT

9. Adopt Ordinance Amending Title 9 "Zoning," Chapter 4 "Zoning Districts," Article 4 "Special Purpose Zones," Section 9-4.401 of the City of Huntington Park's Municipal Code

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Waive second reading, and adopt Ordinance No. 2018-972, amending Title 9, Chapter 4, Article 4, section 9-4.401 of the Huntington Park Municipal Code to include Wireless Communication Facilities as a Conditionally Permitted Use within the Open Spaces (OS) zone; a Conditional Use Permit (CUP) and a Development Permit (DP) to allow for the installation of a new wireless communication facility within the Open Spaces (OS) zone; and adopting a Negative Declaration.

END OF CONSENT CALENDAR

REGULAR AGENDA

CITY ATTORNEY

10. Consideration and Approval of an Ordinance Amending Title 3 "Finance," Chapter 1 "Business Licensing," Article 18 "Peddlers and Sidewalk Vendors" and Title 4 "Public Safety, Chapter 11 "Sidewalk Vending" of the City of Huntington Park's Municipal Code Relating to Sidewalk Vendors

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Waive further reading and introduce Ordinance 2019-273, Amending Title 3 "Finance," Chapter 1 "Business Licensing," Article 18 "Peddlers and Sidewalk Vendors" and Title 4 "Public Safety, Chapter 11 "Sidewalk Vending" of the City of Huntington Park's Municipal Code Relating to Sidewalk Vendors; and

2. Schedule the second reading and adoption of said Ordinance at the next regular city council meeting.

COMMUNITY DEVELOPMENT

11. Consideration and Approval to Adopt the Huntington Park Parking Pilot Program

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the implementation of a parking pilot program along Randolph Street between Fishburn Avenue and Maywood Avenue.

HUMAN RESOURCES

12. Consideration and Approval of a Resolution Approving New and Revised Class Specifications for the Positions of Administrative Analyst, Administrative Assistant, Community Services Supervisor, Director of Finance & Administrative Services, Human Resources Technician, Jailer Supervisor, Management Analyst, Senior Deputy City Clerk, and Senior Management Analyst

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2019-01, Approving New and Revised Class Specifications for the Positions of Administrative Analyst, Administrative Assistant, Community Services Supervisor, Director of Finance & Administrative Services, Human Resources Technician, Jailer Supervisor, Management Analyst, Senior Deputy City Clerk, and Senior Management Analyst.

REGULAR AGENDA (CONTINUED)

POLICE

13. Consideration and Approval for Authorization to Purchase Ballistic Helmets and Face Shields

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize the purchase of forty (40) ballistic helmets and face shields;
2. Authorize additional budget appropriation of $13,078.10 from the Cal Cops Fund 225-7120-421.74-10 for this purchase; and
3. Authorize the Chief of Police to acquire the equipment.

14. Consideration and Approval for Authorization to Purchase Two Police Department Patrol Operations Division Hybrid Patrol Vehicles and Supplementary Equipment

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize the requisition of funds to purchase two new Police Department Patrol Services Division police patrol vehicles from the FORD MOTOR COMPANY, specifically South Bay Ford in Hawthorne, CA., and install associated emergency response equipment;
2. Authorize additional budget appropriation of $154,735.34 from the Forfeiture Fund, Account #229-7010-421.74-10; and
3. Authorize the Chief of Police to purchase the vehicles and install associated equipment.

PUBLIC WORKS

15. Consideration and Approval of Award of Contract Services Agreement to Precision Concrete Cutting for The Annual Sidewalk Hazard Trip Remediation - CIP No. 2018-09

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve award of contract services agreement to Precision Concrete Cutting for the Annual Sidewalk Trip Hazard Remediation CIP No. 2018-09 for a not-to-exceed amount of $245,000 for FY 2018-19 and a not-to-exceed amount of $100,000 for FYs 2019-20 and 2020-21; and
2. Authorize City Manager to execute a three (3) year agreement with the possibility of two (2), one-year extensions for a not-to-exceed total of five (5) years.

REGULAR AGENDA (CONTINUED)

PUBLIC WORKS (CONTINUED)

16. Consideration and Approval of Budget Appropriation for Catch Basin Cleaning Services

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve a budget appropriation in the amount of $39,647 in account number 111-8030-461.56-42

17. Consideration and Approval of Purchase Order (PO) for Geoviewer Application with Nobel Systems

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve purchase order with Nobel for GeoViewer Sewer Module annual subscription; and

2. Authorize City Manager to execute purchase order.

END OF REGULAR AGENDA

PUBLIC HEARING

COMMUNITY DEVELOPMENT

18. *Continued from the December 18, 2018, Regular City Council Meeting* - **Consideration and Approval of Resolution Adopting the 2030 City of Huntington Park General Plan and Certification of an Environmental Impact Report (EIR) Under the California Environmental Quality Act (CEQA)**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Conduct a public hearing;
2. Take public testimony and staff's analysis; and
3. Adopt Resolution No. 2018-27, adopting the proposed 2030 City of Huntington Park General Plan and certification of an Environmental Impact Report (EIR) under the California Environmental Quality Act (CEQA).

FINANCE

19. Consideration and Approval of a Resolution Establishing New Fees Related to Sidewalk Vendor Permit Fees, Pursuant to Title 3 "Finance," Chapter 1 "Business Licensing," Article 18 "Peddlers and Sidewalk Vendors" of the City of Huntington Park's Municipal Code

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Conduct a public hearing;
2. Take public testimony and staff's analysis; and
3. Adopt Resolution No. 2019-02, Establishing New Fees Related to Sidewalk Vendor Permit Fees, Pursuant to Title 3 "Finance," Chapter 1 "Business Licensing," Article 18 "Peddlers and Sidewalk Vendors" of the City of Huntington Park's Municipal Code

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS

COUNCIL COMMUNICATIONS

Council Member Manuel "Manny" Avila

Council Member Graciela Ortiz

Council Member Marilyn Sanabria

Vice Mayor Karina Macias

Mayor Jhonny Pineda

ADJOURNMENT

The City of Huntington Park City Council will adjourn to a Regular Meeting on Tuesday, February 5, 2019 at 6:00 P.M.

I Donna G. Schwartz, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted at City of Huntington Park City Hall and made available at www.hpca.gov not less than 24 hours prior to the meeting. Dated this 10th day of January 2019.

Donna G. Schwartz, CMC, City Clerk

MINUTES

Regular Meeting of the
City of Huntington Park City Council
Tuesday, December 18, 2018

Sergeant at Arms read the Rules of Decorum.

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:04 p.m. on Tuesday, November 20, 2018, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Jhonny Pineda presiding.

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

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

INVOCATION

Invocation was led by Mayor Pineda.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Rosy Paxtor, Woodcraft Rangers.

PRESENTATIONS

Council presented the Mayor's Holiday Awards for "Best Decorated Home" to: 3400 Olive Street for "Holiday Spirit," 6306 Arbutus Avenue for "Creativity, 3420 California Street for "Originality." "Best Decorated Apartment Balcony" to: 6915 Stafford Avenue #A, #C and #D. "Best Decorated Neighborhood" to: E. 60th Street: 4214, 4218, 4222 and 4228.

Council presented "Certificates of Recognition," to the Woodcraft Rangers for volunteering their time and assisting the Parks and Recreation Commission on a City Project.

PUBLIC COMMENT

1. Francisco Rivera, thanked the City for beautifying Pacific Boulevard, acknowledged the hard work that was put in for the tree lighting event and Holiday parade stating his sister who visited noticed the improvements along Pacific Boulevard and Mr. Rivera would like to see pressure washing at bus stops.

2. Sean Lopez, Investigator, Center for Contract Compliance, handed out some material and spoke in opposition to regular agenda item 13.

STAFF RESPONSE

City Manager Ricardo Reyes announced copies of revised regular agenda Item 7 was distributed to Council and copies were available for the public from the City Clerk.

CLOSED SESSION

At 6:45 p.m. City Attorney Arnold Alvarez-Glasman recessed to closed session.

1. CONFERENCE WITH LABOR NEGOTIATORS Regarding Represented Employees - Government Code Section 54957.6(a)
   City's Designated Representative(s) for Negotiations: Ricardo Reyes, City Manager and Nita McKay, Finance/Human Resources Director
   Employee Organization: General Employees Association (GEA)

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

At 7:51 p.m. Mayor Pineda reconvened to open session with all Council Members present.

CLOSED SESSION ANNOUNCEMENT

City Attorney Arnold Alvarez-Glasman announced all five Council Members were present and briefed on closed session items 1 and 2. 1.) no action was taken, direction was given to city's designated representatives, nothing to report. 2.) no action was taken, direction was provided, nothing to report.

CONSENT CALENDAR

Motion: Council Member Ortiz, moved to approve consent calendar, seconded by Vice Mayor Macias. Motion passed 5-0 for Items 1, 2 4 and 5 by the following vote:

ROLL CALL:

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

Motion passed 4-1 for Item 3, by the following vote:

ROLL CALL:

AYES:	Council Member(s):	Avila, Ortiz, Vice Mayor Macias and Mayor Pineda
NOES:	Council Member(s):	Sanabria.

OFFICE OF THE CITY CLERK

1. Approved Minute(s) of the following City Council Meeting(s):

1-1. Regular City Council Meeting held December 4, 2018.

FINANCE

2. Approved Accounts Payable and Payroll Warrant(s) dated December 18, 2018.

CITY ATTORNEY

3. Waived second reading and adopted Ordinance No. 2018-969, Amending Title 4 "Public Safety," Chapter 7 "Traffic," Article 16 "Parking Prohibited or Limited," Sections 4-7.1622 of the City of Huntington Park's Municipal Code Relating to Recreational Vehicles and Trailers (**Councilwoman Sanabria voted NO**).

4. Waived second reading and adopted Ordinance No. 2018-971, Amending in Part Title 3 "Finance," Chapter 1 "Business Licensing," Title 4 "Public Safety," Chapters 7 "Traffic," and 11 "Permits or Licenses for Pushcarts Vending Ice Cream or Other Food Products" of the City of Huntington Park's Municipal Code Related to Sidewalk Vendors

5. Adopted Resolution No. 2018-33, authorizing the City of Huntington Park's ("City") participation in the process of appointment of Directors to the Central Basin Municipal Water District's ("CBMWD") Board of Directors, authorized City Manager or the City Manager's designee to nominate an employee or other qualified individual for appointment to the CBMWD Board in accordance with Section 71267 of the Water Code and authorized City Manager or the City Manager's designee to vote on behalf of the City in the CBMWD elections for the appointment of Directors.

END OF CONSENT CALENDAR

REGULAR AGENDA

COUNCIL

6. Reappointment of City Council Member to the Greater Los Angeles County Vector Control District Board of Trustees

City Manager Ricardo Reyes presented the staff report.

Motion: Council Member Ortiz, moved to reappoint Councilmember Sanabria for a four (4) year term to the Greater Los Angeles County Vector Control District Board of Trustees, seconded by Vice Mayor Macias. Motion passed 5-0, by the following vote:

ROLL CALL:

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

CITY MANAGER

7. Consideration and Authorization of Assignment from United Pacific Waste & Recycling Services (UPW) to CR&R for Solid Waste Handling Services

City Manager Ricardo Reyes presented the revised staff report that was distributed to council, noted a letter received by the Mayor in response to the first staff report.

Mayor Pineda requested to table the item stating he provided a letter to staff, City Manager and City Attorney showing he's reasons why the request to table the item, introduced for the record the letter and proceeded to read it. Mayor Pineda voiced concern with the service to be provided to the residents and wants to know more about CR&R.

City Manager Ricardo Reyes introduced and read the letter for the record he provided to Council in response to the Mayors letter and stated representatives both from UPW and CR&R were in attendance and available for any questions.

Motion: Mayor Pineda moved to table. Motion failed due to lack of second.

Vice Mayor Macias noted she had a letter to provide for the record regarding these response letters. Vice Mayor Macias stated the council cannot be part of the negotiations between the two companies.

Mayor Pineda reiterated his concern regarding the service to the residents.

Council Member Ortiz feels Council should also do their own research noting she did her research, agrees with the Mayor and the service to the residents, but is in support of staff's recommendations.

Motion: Vice Mayor Macias moved to authorize the assignment upon final sale of the Solid Waste Handling Services contract from United Pacific Waste & Recycling Services to CR&R and authorize the City Manager to finalize and execute the assignment and the extension to the term, seconded by Council Member Avila. Motion passed 4-1, by the following vote:

ROLL CALL:

AYES:	Council Member(s):	Avila, Ortiz, Sanabria and Vice Mayor Macias
NOES:	Council Member(s):	Mayor Pineda

POLICE

8. Consideration and Approval of a Resolution Authorizing the Execution of a Memorandum Agreement Between Los Angeles County and City of Huntingtin Park Pertaining to Assistance Under the Law Enforcement Mutual Aid Plan

City Manager Ricardo Reyes announced the item and introduced Chief of Police Cosme Lozano who presented the staff report.

Motion: Vice Mayor Macias, moved to adopt Resolution No. 2018-34, authorizing the execution of memorandum agreement between Los Angeles County and City of Huntington Park pertaining to assistance under the law enforcement mutual aid plan, approve execution of the memorandum agreement ("Agreement") between Los Angeles County and City of Huntington Park pertaining to assistance under the Law Enforcement Mutual Aid Plan and authorize the City Manager to execute the Agreement, seconded by Council Member Sanabria. Motion passed 5-0, by the following vote:

ROLL CALL:

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

PUBLIC WORKS

9. Consideration and Selection for an Award of a Contract Services Agreement for Traffic Signal Maintenance

City Manager Ricardo Reyes announced the item and introduced Public Works Director Daniel Hernandez who presented the staff report.

Motion: Council Member Ortiz, moved to select Saint Francis Electric for Traffic Signal Maintenance, approve Contract Services Agreement relating to Traffic Signal Maintenance and authorize City Manager to negotiate and execute the agreement, seconded by Vice Mayor Macias. Motion passed 5-0, by the following vote:

ROLL CALL:

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

10. Consideration and Approval of a Resolution Approving the Pavement Management Program 2018 Final Report

City Manager Ricardo Reyes announced the item and introduced Public Works Director Daniel Hernandez who presented the staff report.

Motion: Council Member Ortiz, moved to adopt Resolution No. 2018-35, approving the 2018 Pavement Management Program, approve appropriation from account number 221-4010-431.73-10 in the amount of $9,990 for additional services provided by NCE Engineering and Environmental Services to the Pavement Management Program report and authorize City Manager or his designee to execute the change order, seconded by Vice Mayor Macias. Motion passed 5-0, by the following vote:

ROLL CALL:

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

11. Consideration and Approval of Resolution Authorizing the Submittal of

Grant Application to the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy and Award Professional Services Agreement (PSA) for Grant Writing Services

City Manager Ricardo Reyes announced the item and introduced Public Works Director Daniel Hernandez who presented the staff report.

Motion: Mayor Pineda, moved to adopt Resolution No. 2018-29, approving the submittal of a grant application to the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy, authorize City Manager or designee to execute any and all documents pursuant to the grant application including any applications, agreements, payment requests and other official and approve Professional Services Agreement (PSA) with CWE for grant writing services in an amount not to exceed amount of $10,000, seconded by Vice Mayor Macias. Motion passed 5-0, by the following vote:

ROLL CALL:

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

12. Consideration and Approval of Award of Services for Labor Compliance and Outreach of CIP 2018-19 Various Street Improvements Project

City Manager Ricardo Reyes announced the item and introduced Public Works Director Daniel Hernandez who presented the staff report.

Motion: Mayor Pineda, moved to authorize Infrastructure Engineers under the currently approved Augmentation Contract to proceed with Labor Compliance and Community Outreach services of CIP 2018-19 Various Street Improvement Project for a not-to-exceed amount of $57,500 and authorize City Manager or designee to execute Request for Services (RFS), seconded by Council Member Sanabria. Motion passed 5-0, by the following vote:

ROLL CALL:

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

13. Consideration and Selection for an Award of a Contract Services Agreement for Landscaping Maintenance Services

City Manager Ricardo Reyes announced the item and introduced Public Works Director Daniel Hernandez who presented the staff report.

Motion: Council Member Sanabria, moved to approve termination with Bennett Landscaping Services, approve a month to month Contract Services Agreement relating to Landscaping Maintenance to North Star Land Care Inc. (North Star) dba North Star Landscape and authorize City Manager to execute the agreement, seconded by Mayor Pineda. Motion passed 5-0, by the following vote:

ROLL CALL:

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

Council Member Ortiz directed staff to ensure North Star communicates with the Parks and Recreation Director regarding the care and maintenance of the softball and baseball fields.

END OF REGULAR AGENDA
PUBLIC HEARING

COMMUNITY DEVELOPMENT

14. *Continued from the December 4, 2018, Regular City Council Meeting* - **Consideration and Approval of Resolution Adopting the 2030 City of Huntington Park General Plan and Certification of an Environmental Impact Report (EIR) Under the California Environmental Quality Act (CEQA)**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Conduct a public hearing;

2. Take public testimony and staff's analysis; and

3. Adopt Resolution No. 2018-27 adopting the proposed 2030 City of Huntington Park General Plan and certification of an Environmental Impact Report (EIR) under the California Environmental Quality Act (CEQA).

City Manager Ricardo Reyes asked Council if they wanted to table or continue the item.

City Attorney Arnold Alvarez-Glasman recommended Mayor Pineda open up public comment.

Mayor Pineda opened up public comment, there being none, closed public comment.

Motion: Council Member Ortiz, moved to continue the item to the next regular city council meeting, seconded by Council Member Sanabria. Motion passed 5-0, by one motion.

15. *Continued from the December 4, 2018, Regular City Council Meeting* - **Consideration and Adoption of an Ordinance Amending Title 9 "Zoning," Chapter 4 "Zoning Districts," Article 4 "Special Purpose Zones," Section 9-4.401 of the City of Huntington Park's Municipal Code**

Mayor Pineda opened up public comment, there being none, closed public comment.

Motion: Council Member Sanabria, moved to waive further reading, and introduce Ordinance No. 2018-972, amending Title 9, Chapter 4, Article 4, section 9-4.401 of the Huntington Park Municipal Code to include Wireless Communication Facilities as a Conditionally Permitted Use within the Open Spaces (OS) zone; a Conditional Use Permit (CUP) and a Development Permit (DP) to allow for the installation of a new wireless communication facility within the Open Spaces (OS) zone and adopting a Negative Declaration and schedule the second reading and adoption of said ordinance at the next regular city council meeting, seconded by Vice Mayor Macias. Motion passed 5-0, by the following vote:

ROLL CALL:

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

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS

City Clerk Donna Schwartz announced the letters received during regular agenda Item 7.

COUNCIL COMMUNICATIONS

Council Member Manuel “Manny” Avila, congratulated city staff; Parks and Recreation, Police, volunteers and the students from the Key Club for their efforts and participation in making the Huntington Park Holiday Parade a success. Mr. Avila acknowledge the Toy Giveaway and Senior dance stating these events give the community a good image and wished everyone Happy Holidays and New Year.

Council Member Graciela Ortiz, wished everyone Happy Holidays and see you next year.

Council Member Marilyn Sanabria, thanked staff for all their support, wished all Happy Holidays and a prosperous New Year looking forward to working with everyone in moving the city forward and providing great service to the community.

Vice Mayor Karina Macias, thanked all employees, Directors, Parks and Recreation Department, Public Works on the decorations on Pacific Boulevard, wished all Happy Holidays and see you next year.

Mayor Jhonny Pineda, thanked all departments, noting other cities hear about the events, Pacific Boulevard beautification project is getting a lot of recognition, happy to hear great things when outside family comes to visit, wished all Happy Holidays and thanks to everyone.

ADJOURNMENT

Mayor Pineda announced the City Council Meeting of January 1, 2019 has been CANCELLD due to the holiday.

At 8:34 p.m. Mayor Pineda adjourned the City of Huntington Park City Council to a Regular Meeting on Tuesday, January 15, 2019 at 6:00 P.M.

Respectfully submitted,

_____
Donna G. Schwartz, CMC
City Clerk

City of Huntington Park
List of Funds

Fund	Description
111	General Fund
114	Spec Events Contrib Rec
120	Special Revenue DNA ID
121	Special Revnu Welfare Inm
122	Prevention Intervention
123	Board of Corrections - LEAD
124	Auto Theft
150	Emergency Preparedness
151	Economic Development
201	Environmental Justice
202	CFP Crosswalks
204	SR2S Middleton Safe Route
205	CFP Pacific Blvd
206	CFP iPark Pay Station
207	CFP Signal Syncronization
208	CMAQ Metro Rapid
209	CFP City Street Resurfacing
216	Employees Retirement Fund
217	OPEB
219	Sales Tax-Transit Fund A
220	Sales Tax-Transit C
221	State Gasoline Tax Fund
222	Measure R
223	Local Origin Program Fund
224	Office of Traffc & Safety
225	Cal Cops Fund
226	Air Quality Improv Trust
227	Offc of Criminal Justice
228	Bureau of Justice Fund
229	Police Forfeiture Fund
231	Parking System Fund
232	Art in Public Places Fund
233	Bullet Proof Vest Grant

Fund	Description
234	Congressional Earmark
235	Federal Street Improvmnt
237	Community Planning
239	Federal CDBG Fund
240	HUD EZ/EC Soc Sec Block
242	HUD Home Program
243	HUD 108 B03MC060566
245	EPA Brownfield
246	LBPHCP-Lead Base
247	Neighborhood Stabilzation
248	Homelessness Prevention
252	ABC
275	Successor Agency
283	Sewer Maintenance Fund
285	Solid Waste Mgmt Fund
286	Illegal Disposal Abatemnt
287	Solid Waste Recycle Grant
288	COMPBC
334	Ped/Bike Path Fund
349	Capital Improvement Fund
475	Public Financng Authority
533	Business Improv Dist Fund
535	Strt Lght & Lndscp Assess
681	Water Department Fund
741	Fleet Maintenance
745	Worker's Compensation Fnd
746	Employee Benefit Fund
748	Veh & Equip Replacement
779	Deferred Comp. Trust Fund
800	Pooled Cash
801	Pooled Cash Fund
802	Pooled Interest

CITY OF HUNTINGTON PARK
DEMAND REGISTER
1-15-2019

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
ADLERHORST INTERNATIONAL LLC	101998	111-7010-421.59-15	PD NARCOTICS TRAINING	400.00
	101079	111-7030-421.61-20	PD K9 FOOD PURCHASE	185.33
	101920	111-7030-421.61-20	PD K9 DOG CRATE PURCHASE	107.75
				$693.08
AFSCME COUNCIL 36	PPE 12/16/2018	802-0000-217.60-10	AFSCME COUNCIL 36 DUES	694.26
	PPE 12/30/2018	802-0000-217.60-10	AFSCME COUNCIL 36 DUES	694.26
				$1,388.52
ALAN'S LAWN AND GARDEN CENTER, INC.	837645	741-8060-431.43-20	HAND BLOWER REPAIR SRVC	192.34
	837641	741-8060-431.74-10	CHAINSAW & HAND BLOWER	1,043.20
				$1,235.54
ALL CAL ELECTRIC	1333	111-7030-421.56-41	PD EMERGENCY ELECTRICAL SRVC	5,525.00
				$5,525.00
ALL CITY MANAGEMENT SERVICES	58019	111-7022-421.56-41	CROSSING GUARD SRVCS 11/18-12/1/18	3,504.80
				$3,504.80
ALVAREZ-GLASMAN & COLVIN	2018-10-17940	111-0220-411.32-70	LEGAL SERVICES 10/2018	30,686.14
	2018-10-17941	111-0220-411.32-70	LEGAL SERVICES 10/2018	3,862.12
	2018-09-17888	745-9031-413.32-70	LEGAL SERVICES 9/2018	270.00
	2018-10-17915	745-9031-413.32-70	LEGAL SERVICES 10/2018	504.77
	2018-10-17916	745-9031-413.32-70	LEGAL SERVICES 10/2018	8,864.16
	2018-10-17917	745-9031-413.32-70	LEGAL SERVICES 10/2018	135.00
	2018-10-17918	745-9031-413.32-70	LEGAL SERVICES 10/2018	14,811.98
	2018-10-17942	745-9031-413.32-70	LEGAL SERVICES 10/2018	1,568.00
	2018-10-17943	745-9031-413.32-70	LEGAL SERVICES 10/2018	900.00
				$61,602.17
AMAZON.COM SERVICES, INC.	11P6-DWXP-HT7L	111-6010-451.61-20	P&R EMERGENCY KIT PURCHASE	224.99
	1N4T-QW3D-LFNY	111-6040-451.61-35	P&R EVENT/OFFICE SUPPLY	200.97
				$425.96
AMERICAN EAGLE PROTECTIVE SERVICES	HP-120918-HPP	111-6010-483.55-35	HOLIDAY PARADE SECURITY	5,500.00
				$5,500.00
AMERICAN EXPRESS	31099538311	111-2030-413.61-20	PW INTERVIEW PANEL EXPENS	60.00
	00200300055	111-6010-451.61-20	P&R SLP HOLIDAY DECOR	18.72
	01713092	111-6010-451.61-20	P&R SLP HOLIDAY DECOR	9.89
	843730	111-6010-451.61-20	P&R SLP HOLIDAY DECOR	14.18
	883860	111-6010-451.61-20	P&R SLP HOLIDAY DECOR	21.89
	OPSNT_DT9D4	111-6010-483.55-35	P&R HOLIDAY PARADE SNOW	545.61
	00010054038	111-6020-451.61-35	P&R SENIOR REC EVENT	289.98
	10005711910	111-6020-451.61-35	P&R VETERANS DAY EXPENSE	212.55
	0035818	111-6020-482.61-35	P&R HALLOWEEN EVENT EXPNS	233.39
	0059462	111-6020-482.61-35	P&R HALLOWEEN EVENT EXPNS	245.55
	019967331	111-6020-482.61-35	P&R HALLOWEEN EXPENSE	140.00
	00000004	111-6065-451.57-46	P&R SENIOR DANCE DECOR	10.46
	0046104	111-6065-451.57-46	P&R DAY OF DEAD EVENT	54.26
	0049804	111-6065-451.57-46	P&R SENIOR DANCE EXPENSE	127.42
	0053215	111-6065-451.57-46	P&R SENIOR DANCE SUPPLIES	119.98

CITY OF HUNTINGTON PARK
DEMAND REGISTER
1-15-2019

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
AMERICAN EXPRESS	0059070	111-6065-451.57-46	P&R DAY OF DEAD SUPPLIES	353.02
	12290004563	111-6065-451.57-46	P&R DAY OF DEAD SUPPLIES	46.56
	21105178304	111-6065-451.57-46	P&R DAY OF THE DEAD EVENT	120.50
	31099538303	111-6065-451.57-46	P&R DAY OF DEAD SUPPLIES	52.53
	02610001	111-7010-421.59-15	PD CUSTODY TRAINING	675.00
	100057346535	111-7010-421.59-15	PD FORENSICS TRAINING	260.00
	00001655	111-7010-421.59-20	PD LODGING-MOTOR SCHOOL	396.72
	82885544	111-7010-421.59-20	PD LODGING-CNOA CONFERNCE	901.58
	J7MFA58B	111-7010-421.59-20	PD DUI CHECKPOINT COURSE	129.00
	4RE9NIFTP4	111-8020-431.61-20	PW HDMI CABLE PURCHASE	12.12
	5NU2074JVCQ	111-8020-431.61-20	PW COMPUTER PURCHASE	939.91
	6P0L92W700L	111-8020-431.61-20	PW COMPUTER MONITOR	198.23
	702HNDCEX0	111-8020-431.61-20	PW SOUNDBAR & KEYBOARD	64.73
	7F5KU32S16B	111-8020-431.61-20	PW COMPUTER MONITOR	176.22
	4QG5TLNRR2F	111-8080-431.61-20	PW DIRECTOR OFFICE TV	400.00
	27858LVST05	239-6060-466.61-20	P&R AFTER SCHOOL SUPPLIES	219.66
	3IV8C19UOAW	239-6060-466.61-20	P&R AFTER SCHOOL SUPPLIES	338.47
	5L9A2L7VSHL	239-6060-466.61-20	P&R AFTER SCHOOL SUPPLIES	229.99
	QG6KCMPQBKC	239-6060-466.61-20	P&R AFTER SCHOOL SUPPLIES	486.18
	2TSOH33LFH8	741-8060-431.74-10	PW COMPUTER CABLES	38.58
	4QG5TLNRR2F	741-8060-431.74-10	PW DIRECTOR OFFICE TV	314.33
				$8,457.21
AMERICAN FAMILY LIFE ASSURANCE	556709	802-0000-217.50-40	CANCER INSURANCE 12/2018	45.02
				$45.02
ARAMARK UNIFORM & CAREER APPAREL	533836044	741-8060-431.56-41	UNIFORM LAUNDRY SERVICE	105.75
				$105.75
ARNOLD VEGA	66702/70914	111-0000-347.50-00	P&R DEPOSIT REFUND	62.00
				$62.00
AT&T	1/01-1/31/2019	111-9010-419.53-10	SALT LAKE PARK INTERNET	55.75
	12/21-1/20/2019	111-9010-419.53-10	COMMUNITY CENTER INTERNET	73.50
	12/23-1/22/2019	111-9010-419.53-10	PW YARD INTERNET	55.00
	12/28-1/27/2019	111-9010-419.53-10	FREEDOM PARK INTERNET	45.00
	12/28-1/27/2019	111-9010-419.53-10	RAUL PEREZ PARK INTERNET	45.00
				$274.25
AT&T MOBILITY	X12142018	111-7010-421.53-10	PD WIRELESS 12/2018	3,577.20
				$3,577.20
AT&T PAYMENT CENTER	10/10-11/9/18	111-7010-421.53-10	PD PHONE SERVICE	3,476.67
	10/20-11/19/18	111-7010-421.53-10	PD PHONE SERVICE	1,994.54
	10/28-11/27/18	111-7010-421.53-10	PD PHONE SERVICE	637.87
	11/10-12/9/18	111-7010-421.53-10	PD PHONE SERVICE	2,787.43
	12/7-1/6/2019	111-9010-419.53-10	CITY WIDE PHONE SERVICE	33.03
	12/7-1/6/2019	111-9010-419.53-10	CITY WIDE PHONE SERVICE	33.03
	12/7-1/6/2019	111-9010-419.53-10	CITY WIDE PHONE SERVICE	33.03

CITY OF HUNTINGTON PARK
DEMAND REGISTER
1-15-2019

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
AT&T PAYMENT CENTER	12/7-1/6/2019	111-9010-419.53-10	CITY WIDE PHONE SERVICE	33.03
	12/7-1/6/2019	111-9010-419.53-10	CITY WIDE PHONE SERVICE	100.51
	12/7-1/6/2019	111-9010-419.53-10	CITY WIDE PHONE SERVICE	194.01
	12/7-1/6/2019	111-9010-419.53-10	CITY WIDE PHONE SERVICE	80.35
				$9,403.50
AY NURSERY INC.	0102801	535-8090-452.61-20	PW TREE PURCHASE	1,166.89
				$1,166.89
BARR & CLARK INC	47105	246-0298-463.56-41	LEAD TEST-4211 SANTA ANA	540.00
	47155	246-0298-463.56-41	LEAD TEST SRVC-6815 HOOD	306.00
	47156	246-0298-463.56-41	LEAD SRVC-6815 1/2HOOD	294.00
	47201	246-0298-463.56-41	LEAD SRVC-6815 SEVILLE	1,420.00
	47221	246-0298-463.56-41	LEAD SRVC-7039 MISSION	540.00
	47222	246-0298-463.56-41	LEAD SRVCS-2225 SATURN	540.00
	47244	246-0298-463.56-41	LEAD SRVC-6302 BENSON ST	198.00
	47289	246-0298-463.56-41	LEAD SRVC-6321 GENTRY B-C	186.00
	47290	246-0298-463.56-41	LEAD SRVC-6321 GENTRY ST	342.00
	47326	246-0298-463.56-41	LEAD SRVC-6341 BISSELL ST	306.00
	47357	246-0298-463.56-41	LEAD SRVC-2221 SATURN	540.00
				$5,212.00
BENEFIT ADMINISTRATION CORPORATION	6028022-IN	111-2030-413.56-41	ADMIN & BANK FEES 11/2018	80.00
				$80.00
BENNETT LANDSCAPE	208916	231-8010-415.56-41	LANDSCAPE SRVC 12/2018	2,221.68
	208682	535-8090-452.43-20	IRIGATION REPAIR 11/14/18	70.00
	208916	535-8090-452.56-60	LANDSCAPE SRVC 12/2018	18,858.32
				$21,150.00
BILLY VALDIVIA	11272018	111-6010-483.55-35	HOLIDAY PARADE TV PRODUCTION	7,400.00
				$7,400.00
BLUE TARP FINANCIAL, INC.	41229024	221-8012-429.61-20	PW SAFETY GLOVES PURCHASE	32.01
				$32.01
BRIZUELA'S IRON WORK	0886	111-8022-419.43-10	IRON DOORS INSTALLATION	602.25
	0885	535-8090-452.43-20	DOOR INSTALL-IRRIGATION	810.30
				$1,412.55
CALPERS	15526182	111-9013-413.56-41	MEDICAL BENEFITS 1/2019	370.47
	15526182	217-9010-413.28-00	MEDICAL BENEFITS 1/2019	158,938.26
	15526182	217-9010-413.56-41	MEDICAL BENEFITS 1/2019	386.44
	15526182	802-0000-217.50-10	MEDICAL BENEFITS 1/2019	161,075.31
				$320,770.48
CARL WARREN & CO.	1862913	745-9031-413.33-70	3RD PARTY ADMIN 11/28/18	50.00
				$50.00
CARLOS E. ALVARADO	70693/70912	111-0000-228.20-00	P&R DEPOSIT REFUND	500.00
				$500.00
CENTRAL BASIN MWD	HP-NOV18	681-8030-461.41-00	POTABLE WATER 11/2018	140,876.70
				$140,876.70
CENTURY 21 POWERHOUSE REALTY	68070/70948	111-0000-228.20-00	P&R DEPOSIT REFUND	500.00
				$500.00

CITY OF HUNTINGTON PARK
DEMAND REGISTER
1-15-2019

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
CHAMPION CJD	544612	741-8060-431.43-20	AUTO PARTS-MOLDING WHEEL	143.40
				$143.40
CHARTER COMMUNICATIONS	0511379120318	111-7010-421.53-10	PD INTERNET 12/13-1/12/19	144.98
	0444795122218	111-9010-419.53-10	CITY HALL INTERNET 1/2-2/1/2019	1,999.00
	0511353120918	111-9010-419.53-10	CITY HALL INTERNET 12/19-1/18/19	154.97
				$2,298.95
CITY CLERKS ASSOCIATION OF CA	1138	111-1010-411.59-15	CITY CLERK ASSOC MEMBRSHP	70.00
				$70.00
CITY OF HUNTINGTON PARK FLEXIBLE	PPE 12/16/2018	802-0000-217.30-30	MEDICAL REIMBURSEMENT 125	732.22
	PPE 12/30/2018	802-0000-217.30-30	MEDICAL REIMBRSEMNT 125	615.01
				$1,347.23
CITY OF HUNTINGTON PARK GEA	PPE 12/16/2018	802-0000-217.60-10	GEA ASOC DUE-PREPAID LEGL	122.50
	PPE 12/30/2018	802-0000-217.60-10	GEA & PRE-PAID LEGAL	122.50
				$245.00
CJ CMT INC.	1/3-2/7/2019	111-7010-421.59-15	PD JAIL ACADEMY	4,450.00
				$4,450.00
CLINICAL LAB OF SAN BERNARDINO, INC	966031	681-8030-461.56-41	WATER TESTING 11/2018	238.50
				$238.50
CODE 5 GROUP LLC	2509	111-7030-421.56-41	ELECTRONIC TRACKING SRVC	600.00
				$600.00
COLONIAL SUPPLEMENTAL INSURANCE	PPE 12/16/2018	802-0000-217.50-40	SUPPLEMENTAL INSURANCE	1,049.12
	PPE 12/30/2018	802-0000-217.50-40	SUPPLEMENTAL INSURANCE	1,049.12
				$2,098.24
COMMUNITY VETERINARY HOSPITAL	365401	111-7030-421.61-20	PD K9 MEDICAL SERVICES	284.50
				$284.50
COUNTY OF L.A. DEPT OF PUBLIC WORKS	PW-18111302313	221-8014-429.56-41	TS MAINTENANCE 10/2018	524.72
				$524.72
CRITICAL REACH	19-237	111-7030-421.56-41	PD SOFTWARE RENEWAL	565.00
				$565.00
CSULB FOUNDATION	2/4-2/6/2019	111-7010-421.59-20	TACTICAL COMMUNICATN CRSE	333.00
				$333.00
CWE	18371	111-8030-461.56-42	URBAN STORM WATER PROJ	23,000.00
				$23,000.00
DAILY JOURNAL CORPORATION	B3202779	111-1010-411.54-00	CLERK ORDINANCE PUBLICATN	75.60
	B3205850	111-1010-411.54-00	CLERK ORDINANCE PUBLICATN	96.60
	B3193283	111-3013-415.54-00	FINANCE ORDINANCE	75.60
	B3198072	111-3013-415.54-00	FINANCE ORDINANCE	79.80
	B3192185	111-5010-419.54-00	CD PUBLIC HEARING NOTICE	222.60
	B3206051	111-5010-419.54-00	CD PUBLIC HEARING NOTICE	268.80
	B3189131	111-8080-431.54-00	PW RFP PUBLICATION	63.00
	B3192414	111-8080-431.54-00	PW RFP PUBLICATION	50.40
	B3192480	111-8080-431.54-00	PW RFP PUBLICATION	50.40
	B3195961	239-0260-463.54-00	CDBG RFP PUBLICATION	176.40
				$1,159.20

CITY OF HUNTINGTON PARK
DEMAND REGISTER
1-15-2019

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
DAPEER, ROSENBLIT & LITVAK	15258	111-0220-411.32-70	PROF SERVICES 11/2018	128.40
				$128.40
DATA TICKET INC.	94892	111-7022-421.56-41	PD FIREWORK CITATIONS	45.00
	96070	111-9010-415.56-15	CITATION PROCESS 11/2018	8,701.52
	96070	111-9010-419.53-10	CITATION PROCESS 11/2018	671.82
				$9,418.34
DATAPROSE, INC.	DP1803827	681-3022-415.53-20	WATER BILL POSTAG 11/2018	1,774.35
	DP1803827	681-3022-415.56-41	WATER BILLS 11/2018	1,242.68
				$3,017.03
DE LAGE LANDEN	61797742	111-9010-419.44-10	CITY WIDE COPIER LEASE 1/2019	2,095.20
				$2,095.20
DEPARTMENT OF ANIMAL CARE & CONTROL	NOV2018	111-7065-441.56-41	ANIMAL CARE 11/2018	13,903.07
	OCT2018	111-7065-441.56-41	ANIMAL CARE 10/2018	19,380.91
				$33,283.98
DEPARTMENT OF INDUSTRIAL RELATIONS	OSIP 65877	745-9030-413.52-30	WORKERS COMP ASSESSMENT	9,618.82
				$9,618.82
DEPARTMENT OF JUSTICE	341666	111-7030-421.56-41	PD FINGERPRINT APPS 11/18	416.00
				$416.00
DHALI	10025	225-7120-421.74-10	PD WEB HOSTING 2019	600.00
				$600.00
DONNA G. SCHWARTZ	QGJELY	111-1010-411.59-15	AIRLINE LUGGAGE EXPENSE	30.00
	11/15/2018	111-1010-411.61-20	MILEAGE REIMBURSEMENT	27.25
				$57.25
ELBA GOMEZ	70672/70908	111-0000-228.20-00	P&R DEPOSIT REFUND	250.00
				$250.00
EMERGENCY RESPONSE CRIME SCENE	T2018-1028	111-7030-421.56-41	PD HAZMAT CLEANING SERVIC	750.00
				$750.00
ENTERPRISE FM TRUST	FBN3610797	111-7010-421.56-41	PD VEHICLE LEASE 12/2018	92.04
	FBN3610797	226-9010-419.74-20	PD VEHICLE LEASE 12/2018	1,778.29
				$1,870.33
EXPERT ROOTER	096483	111-8023-451.43-10	PLUMBING SERVICES 11/18	90.00
	096488	111-8023-451.43-10	PLUMBING SERVICES 11/18	90.00
	096348	111-8024-421.43-10	PLUMBING SERVICES 11/18	365.45
	096482	111-8024-421.43-10	PLUMBING SERVICES 11/18	135.00
				$680.45
EXPRESS TRANSPORTATION SERVICES LLC	DAR01012019	219-0250-431.56-45	HP DIAL A RIDE 1/2019	56,315.00
				$56,315.00
F&A FEDERAL CREDIT UNION	PPE 12/16/2018	802-0000-217.60-40	EMPLOYEE CU DEDUCTION	11,285.50
	PPE 12/30/2018	802-0000-217.60-40	EMPLOYEE CU DEDUCTION	11,285.50
				$22,571.00
FEDEX	6-399-88269	111-1010-411.61-20	CITY CLERK SHIPPING SERVICE	54.43
	6-335-31497	111-7010-421.61-20	PD SHIPPING SERVICE	38.50
	6-244-16460	111-9010-419.53-20	FINANCE SHIPPING EXPENSE	28.98
	6-293-07259	111-9010-419.53-20	FINANCE SHIPPING EXPENSE	28.80
	6-307-69422	111-9010-419.53-20	FINANCE SHIPPING EXPENSE	42.50
				$193.21

CITY OF HUNTINGTON PARK
DEMAND REGISTER
1-15-2019

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
FIRST CHOICE SERVICES	626945	111-9010-419.61-20	CITY WIDE COFFEE SUPPLIES	631.68
				$631.68
FM THOMAS AIR CONDITIONING INC	38676	111-8024-421.43-10	PD A/C SERVICE CALL	1,639.50
				$1,639.50
GARCIA, ABIGAIL	3243-1109	681-0000-228.70-00	WATER BILL CREDIT REFUND	29.97
				$29.97
GARDA CL WEST, INC.	10447165	111-9010-419.33-10	ARMORED TRANSPORT 12/18	736.51
	20340437	111-9010-419.33-10	ARMORED TRANSPORT 11/18	7.00
				$743.51
GFWC WOMEN'S CLUB	70136/70277	111-0000-228.20-00	DEPOSIT REFUND	200.00
				$200.00
GLOBALSTAR USA	100000009944095	111-7010-421.53-10	PD PHONE SRVC 11/16-12/15/18	85.98
				$85.98
GRAFFITI PROTECTIVE COATINGS INC.	1005-1018	111-8095-431.56-75	GRAFFITI REMOVAL 10/2018	32,350.00
	1005-1118	111-8095-431.56-75	GRAFFITI REMOVAL 11/2018	32,350.00
				$64,700.00
GRAINGER	9933771868	111-6020-482.61-35	P&R HALLOWEEN EVENT SUPLY	111.45
				$111.45
HASA, INC.	624320	681-8030-461.41-00	HYPO SODIUM CHLORIDE	283.13
	624321	681-8030-461.41-00	HYPO SODIUM CHLORIDE	80.42
	624322	681-8030-461.41-00	HYPO SODIUM CHLORIDE	132.35
	624970	681-8030-461.41-00	HYPO SODIUM CHLORIDE	100.52
	624971	681-8030-461.41-00	HYPO SODIUM CHLORIDE	251.30
	624972	681-8030-461.41-00	HYPO SODIUM CHLORIDE	100.52
				$948.24
HDL COREN & CONE	0025419-IN	111-9010-419.56-41	PROPERTY TAX SRVCS	1,937.01
				$1,937.01
HECTOR MORENO	70118/70946	111-0000-228.20-00	P&R DEPOSIT REFUND	500.00
	70118/70947	111-0000-228.20-00	P&R DEPOSIT REFUND	78.00
				$578.00
HERNANDEZ SIGNS, INC.	3619	111-6010-451.61-20	XMAS DECOR REFURBISHMENT	19,250.00
				$19,250.00
HINDERLITER DE LLAMAS & ASSOCIATES	0030128-IN	111-9010-419.56-41	AUDIT SRVCS-SALES TAX	1,647.28
				$1,647.28
HOME DEPOT - PUBLIC WORKS	6264445	111-6010-451.61-20	P&R HOLIDAY EXPENSE	232.72
	8264419	111-6010-451.61-20	P&R HOLIDAY EXPENSE	165.41
	1263881	111-6020-482.61-35	POLICE DEPT EXPENSE	469.13
	9263900	111-6020-482.61-35	P&R HALLOWEEN SUPPLIES	651.07
	51829	111-7010-421.61-20	POLICE DEPT EXPENSE	53.16
	9573692	111-7010-421.61-20	POLICE DEPT EXPENSE	102.39
	9583856	111-7010-421.61-20	POLICE DEPT EXPENSE	35.21
	3264349	111-8020-431.43-10	PUBLIC WORKS EXPENSE	160.37
	3264356	111-8020-431.43-10	PUBLIC WORKS EXPENSE	57.16
	3264596	111-8020-431.43-10	PUBLIC WORKS EXPENSE	92.68

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HOME DEPOT - PUBLIC WORKS	5264330	111-8020-431.43-10	PUBLIC WORKS EXPENSE	362.47
	6264322	111-8020-431.43-10	PUBLIC WORKS EXPENSE	1,022.50
	6264326	111-8020-431.43-10	PUBLIC WORKS EXPENSE	21.17
	8032736	111-8020-431.43-10	PUBLIC WORKS EXPENSE	233.72
	8264417	111-8020-431.43-10	PUBLIC WORKS EXPENSE	133.76
	8264710	111-8020-431.43-10	PUBLIC WORKS EXPENSE	59.95
	1264485	111-8022-419.43-10	CITY HALL EXPENSE	53.76
	4264576	111-8022-419.43-10	CITY HALL EXPENSE	24.41
	5264573	111-8022-419.43-10	CITY HALL EXPENSE	88.31
	7264720	111-8023-451.43-10	PARKS & REC EXPENSE	59.67
	5264571	535-8016-431.61-45	PW STREET LIGHT EXPENSE	285.29
	7264722	535-8016-431.61-45	PW STREET LIGHT EXPENSE	353.71
				$4,718.02
HUNTINGTON PARK POLICE MGMT ASSN.	PPE 12/16/2018	802-0000-217.60-10	POLICE MGMT ASSOC DUES	150.00
	PPE 12/30/2018	802-0000-217.60-10	POLICE MGMNT ASSOC DUES	150.00
				$300.00
HUNTINGTON PARK POLICE OFFICER ASSN	PPE 12/16/2018	802-0000-217.60-10	POLICE OFCR ASSOC DUES	6,585.07
	PPE 12/30/2018	802-0000-217.60-10	POLICE OFCR ASSOC DUES	6,585.07
				$13,170.14
HUNTINGTON PARK RUBBER STAMP CO.	RGC014814	111-0210-413.61-20	CM ADMIN OFFICE STAMPS	64.30
	RGC014715	111-7030-421.61-20	PD EMPLOYEE NAMEPLATES	43.56
	RGC014717	111-7030-421.61-20	PD EMPLOYEE NAMEPLATES	105.68
				$213.54
INFRAMARK LLC	35385	283-8040-432.56-41	SEWER MAINTENANCE 11/2018	12,559.03
	36270	283-8040-432.56-41	SEWER MAINTENANCE 12/2018	12,362.14
	36584	283-8040-432.56-41	SEWER CLEANING 12/2018	4,613.05
	35385	681-8030-461.56-41	SEWER MAINTENANCE 11/2018	96,813.89
	36270	681-8030-461.56-41	SEWER MAINTENANCE 12/2018	97,010.78
				$223,358.89
INFRASTRUCTURE ENGINEERS	23642	111-5010-419.56-49	BUILDING & SAFETY 11/2018	38,783.00
	23696	111-5010-419.56-49	BUILDING & SAFETY 12/2018	30,021.00
	23659	111-8010-431.76-01	STREET IMPROVMNT PROJECTS	43,533.50
	23676	111-8080-431.56-62	ENGINEERING SRVCS 11/2018	18,767.97
	23630	207-8016-429.73-10	ENGINEERING SIGNAL SYNC	3,763.60
	23630	209-8010-431.73-10	ENGINEERING SIGNAL SYNC	2,680.40
	23676	221-8010-431.56-41	ENGINEERING SRVCS 11/2018	18,767.97
	23676	222-8080-431.56-41	ENGINEERING SRVCS 11/2018	4,174.37
	23661	229-7010-421.56-41	TRAFIC SPEED SURVEY 11/18	5,984.00
	23676	334-4010-431.56-41	ENGINEERING SRVCS 11/2018	1,967.19
				$168,443.00
INVESTNOTIC, LLC	23315-7276	681-0000-228.70-00	WATER BILL CREDIT REFUND	92.73
				$92.73

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J316 BUILDER	NOVEMBER 1-30	111-8020-431.56-41	JANITORIAL SRVC 11/2018	1,440.58
	OCTOBER 15-31	111-8020-431.56-41	JANITORIAL SRVC 10/2018	720.29
	NOVEMBER 1-30	111-8022-419.56-41	JANITORIAL SRVC 11/2018	4,305.23
	OCTOBER 15-31	111-8022-419.56-41	JANITORIAL SRVC 10/2018	2,152.61
	NOVEMBER 1-30	111-8023-451.56-41	JANITORIAL SRVC 11/2018	11,472.56
	OCTOBER 15-31	111-8023-451.56-41	JANITORIAL SRVC 10/2018	5,736.28
	NOVEMBER 1-30	111-8024-421.56-41	JANITORIAL SRVC 11/2018	3,700.84
	OCTOBER 15-31	111-8024-421.56-41	JANITORIAL SRVC 10/2018	1,850.42
				$31,378.81
JAVIER GONZALEZ	70416/70932	111-0000-228.20-00	P&R DEPOSIT REFUND	500.00
				$500.00
JAX BICYCLE CENTER	111418094656305	111-7022-421.61-29	PD PATROL BICYCLE REPAIRS	132.51
				$132.51
JOEL GORDILLO	12/2018	111-1010-411.56-41	VIDEOGRAPHER 12/2018	1,650.00
				$1,650.00
JOSE NUNO	31578	285-0000-228.75-00	C&D REFUND-3627 OLIVE ST	2,280.00
				$2,280.00
KEYSTONE UNIFORMS	700021569	111-7010-421.61-20	PD UNIFORMS	67.24
	700022346	111-7010-421.61-20	PD UNIFORMS	685.64
	700022492	111-7010-421.61-20	PD UNIFORMS	55.11
	700023469	111-7010-421.61-20	PD UNIFORM JACKETS	1,146.51
	700023580	111-7010-421.61-20	PD UNIFORM PANTS	66.14
	700023666	111-7010-421.61-20	PD UNIFORM SHIRTS JACKETS	233.69
	700023673	111-7010-421.61-20	PD UNIFORM ACCESSORIES	870.75
	700023694	111-7010-421.61-20	PD UNIFORM PANTS	37.46
	700021678	111-7030-421.61-20	PD UNIFORMS	93.69
	700021679	111-7030-421.61-20	PD UNIFORMS	93.69
	700021680	111-7030-421.61-20	PD UNIFORMS	93.69
				$3,443.61
KONICA MINOLTA BUSINESS SOLUTIONS	256142342	111-9010-419.43-15	FINANCE COPIER LSE 12/18	357.56
	256142345	111-9010-419.43-15	FINANCE COPIER 10/1-12/31	308.95
	256142520	111-9010-419.43-15	FINANCE COPIER LSE 12/18	278.76
	256142524	111-9010-419.43-15	FINANCE COPIER LSE	121.76
				$1,067.03
KURT J. CAMP	HP00092	111-7030-421.56-41	PD FINGERPRINT PROCESSING	10.00
				$10.00
LA COUNTY SHERIFF'S DEPT	191848BL	111-7022-421.56-41	PD INMATE MEAL SRVC 11/18	836.70
				$836.70
LACMTA	102406	219-8085-431.58-50	METRO TAP CARDS 7/2018	5,740.00
	103073	219-8085-431.58-50	METRO TAP CARDS 11/2018	5,920.00
				$11,660.00
LAN WAN ENTERPRISE, INC	62452	111-9010-419.43-15	IT SERVICES 12/2018	23,500.00
	62572	111-9010-419.74-10	COMPUTR DATA STORAG EQUIP	1,781.75
	62382	225-7120-421.74-10	PD SURGE PROTECTOR PURCHASE	564.18
	62611	225-7120-421.74-10	PD DETECTIVES DESKTOPS	1,998.37
				$27,844.30

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LANGUAGE LINE SERVICES INC	4453649	111-7040-421.56-41	PD INTERPRETATION SERVICE	17.77
				$17.77
LB JOHNSON HARDWARE CO #1	700258	111-8020-431.43-10	HARDWARE SUPPLY-ROPE	26.27
	700387	111-8020-431.43-10	WALL REPAIR SUPPLIES	26.26
	700403	111-8020-431.43-10	HARDWARE SUPPLY-SANDSCREEN	17.48
	700735	111-8020-431.43-10	ROOF LEAK SUPPLIES	175.18
	700843	111-8024-421.43-10	PD EQUIPMENT COVER SUPPLY	51.98
	700700	535-8016-431.61-45	STREET LIGHT SUPPLIES	323.84
	700702	535-8016-431.61-45	STREET LIGHT SUPPLIES	428.29
	700870	535-8016-431.61-45	STREET LIGHT SUPPLIES	370.94
	700698	741-8060-431.43-20	PW SHOP SUPPLY WRENCH	71.15
				$1,491.39
LEE ANDREWS GROUP, INC	2018331	111-0210-413.56-41	PROFESSIONAL SRVCS 11/15-12/14/18	678.75
				$678.75
LETICIA GARCIA	67189/70966	111-0000-228.20-00	P&R DEPOSIT REFUND	77.00
	67189/70967	111-0000-228.20-00	P&R DEPOSIT REFUND	150.00
				$227.00
LGP EQUIPMENT RENTALS INC	107166	111-8010-482.44-10	HALLOWEEN AC RENTAL	561.74
	107531	111-8010-483.44-10	XMAS PARADE TRUCK RENTAL	731.11
	107693	111-8010-483.44-10	LIGHT TOWER RENTAL	1,454.32
				$2,747.17
LIEBERT CASSIDY WHITMORE	1470115	111-0220-411.32-70	LEGAL SERVICES 11/2018	1,147.00
	1470116	111-0220-411.32-70	LEGAL SERVICES 11/2018	370.00
	1470117	111-0220-411.32-70	LEGAL SERVICES 11/2018	1,184.00
	1470118	111-0220-411.32-70	LEGAL SERVICES 11/2018	18.60
				$2,719.60
LIFESIGNS INC	B-1736895	111-7022-421.56-41	PD SIGN LANGUAGE SRVCS	300.00
				$300.00
LOS ANGELES COUNTY POLICE CHIEF ASN	4/16-4/19/19	111-7010-421.59-15	LACPCA SPRING CONFERENCE	300.00
				$300.00
LOS ANGELES TIMES	12/10/18	121-7040-421.56-14	PD NEWSPAPER SUBSCRIPTION	60.13
				$60.13
LYNBERG & WATKINS APC	50165	745-9031-413.32-70	3RD PARTY LEGAL 11/2018	4,119.00
				$4,119.00
MACKEY INDUSTRIAL REPAIR	4766	741-8060-431.43-20	PW TRACTOR REPAIR SRVCS	500.00
				$500.00
MARIA MUNOZ LARA	68063/70933	111-0000-228.20-00	P&R DEPOSIT REFUND	500.00
				$500.00
MARX BROS FIRE EXTINGUISHER CO INC.	S20770	111-8023-451.56-41	P&R FIRE EXTINGUISHER SRV	90.00
	S20771	111-8023-451.56-41	P&R FIRE EXTINGUISHER SRV	90.00
				$180.00
MID CITIES GRANTS LLC	13	239-0260-463.56-41	CDBG ADMIN SRVC 8/2018	4,015.00
	14	239-0260-463.56-41	CDBG ADMIN SRVC 9/2018	5,127.50
	15	239-0260-463.56-41	CDBG ADMIN SRVC 10/2018	3,892.50
	16	239-0260-463.56-41	CDBG ADMIN SRVC 11/2018	1,457.50

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MID CITIES GRANTS LLC	017	242-0260-463.56-41	HOME ADMIN SRVCS 12/2018	550.00
	14	242-0260-463.56-41	HOME ADMIN SRVC 9/2018	1,575.00
	15	242-0260-463.56-41	HOMEADMIN SRVC 10/2018	1,872.50
	16	242-0260-463.56-41	HOME ADMIN SRVC 11/2018	3,767.50
	017	246-0298-463.56-41	LEAD ADMIN SRVCS 12/2018	10,670.00
	13	246-0298-463.56-41	LEAD ADMIN SRVC 8/2018	3,740.00
	14	246-0298-463.56-41	LEAD ADMIN SRVC 9/2018	3,090.00
	15	246-0298-463.56-41	LEAD ADMIN SRVC 10/2018	8,827.50
	16	246-0298-463.56-41	LEAD ADMIN SRVC 11/2018	7,452.50
				$56,037.50
MONTANOS TEST ONLY	25226	741-8060-431.43-20	FLEET SMOG CHECK SRVCS	35.00
	25228	741-8060-431.43-20	FLEET SMOG CHECK SRVCS	35.00
	25332	741-8060-431.43-20	FLEET SMOG CHECK SRVCS	35.00
				$105.00
MUNISERVICES, LLC	INV06-004640	111-3013-415.56-41	UTILITY USER TAX FEE	6,303.94
				$6,303.94
NATION WIDE RETIREMENT SOLUTIONS	PPE 12/16/2018	802-0000-217.40-10	DEFERRED COMP DEDUCTION	14,270.00
	PPE 12/30/2018	802-0000-217.40-10	DEFERRED COMP DEDUCTION	14,290.83
				$28,560.83
NATIONWIDE ENVIRONMENTAL SERVICES	29613	221-8010-431.56-41	SWEEPING SRVCS 10/2018	10,000.00
	29614	221-8010-431.56-41	BUS STOP CLEANING 10/2018	16,709.13
	29675	221-8010-431.56-41	SWEEPING SRVCS 11/2018	10,000.00
	29613	222-8010-431.56-41	SWEEPING SRVCS 10/2018	29,075.81
	29675	222-8010-431.56-41	SWEEPING SRVCS 11/2018	29,075.81
	29613	231-8010-415.56-41	SWEEPING SRVCS 10/2018	7,736.92
	29675	231-8010-415.56-41	SWEEPING SRVCS 11/2018	7,736.92
				$110,334.59
NICHOLS CONSULTING ENGINEERS, CHTD	966013001	221-8080-431.73-10	PAVEMENT MGMT SRVCS	5,020.00
	966013002BR	221-8080-431.73-10	PAVEMENT MGMT SRVCS	5,900.00
	966013003A	221-8080-431.73-10	PAVEMENT MGMT SRVCS	11,344.00
	966013003BR	221-8080-431.73-10	PAVEMENT MGMT SRVCS	1,484.00
				$23,748.00
NORMAN A. TRAUB ASSOCIATES	18119	111-0220-411.32-70	HR INVESTIGATIVE MATTERS 9/26-10/25/18	14,017.90
				$14,017.90
O'REILLY AUTO PARTS	2959-455932	219-8085-431.43-21	SHUTTLE PARTS-AIR FILTER	14.37
	2959-455934	219-8085-431.43-21	SHUTTLE PARTS-AIR FILTER	10.77
	2959-456009	219-8085-431.43-21	SHUTTLE PARTS-WHEEL NUT	4.24
	2959-453668	741-8060-431.43-20	AUTO PARTS-LUG NUTS	53.14
	2959-453673	741-8060-431.43-20	AUTO PARTS-STEERING COVER	22.04
	2959-453723	741-8060-431.43-20	AUTO PARTS PURCHASE-JACK	66.97
	2959-454960	741-8060-431.43-20	AUTO PARTS-GASKET	13.10
	2959-455009	741-8060-431.43-20	AUTO PARTS-GASKET	14.23
	2959-455306	741-8060-431.43-20	AUTO PARTS-CLUTCH	61.21
	2959-455310	741-8060-431.43-20	AUTO PARTS-SENSOR	14.53

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O'REILLY AUTO PARTS	2959-455684	741-8060-431.43-20	AUTO PARTS-CAPSULE	155.02
	2959-455735	741-8060-431.43-20	AUTO PARTS-TAILGATE HINGE	25.26
	2959-455910	741-8060-431.43-20	AUTO PARTS-RADIATOR	179.11
	2959-455937	741-8060-431.43-20	AUTO PARTS-MINI LAMP	23.15
	2959-455970	741-8060-431.43-20	AUTO PARTS-OIL ADDITIVE	99.16
	2959-457152	741-8060-431.43-20	AUTO PART-TRANMISSION TOOL	12.12
				$768.42
OLIVAREZ MADRUGA, LLP	5657	111-0220-411.32-70	LEGAL SERVICES 11/2018	1,448.00
				$1,448.00
PARS	41733	111-9010-419.56-41	PARS ARS FEES 10/2018	389.55
	41652	216-3010-415.56-41	PARS REP FEES 10/2018	2,318.54
				$2,708.09
PRO LINE GYM FLOORS	2329	111-6010-451.56-41	GYM FLOOR MAINTENANCE	4,100.00
				$4,100.00
PRUDENTIAL OVERALL SUPPLY	52172237	111-7010-421.56-41	PD MAT CLEANING 9/2018	21.28
	52199715	111-7010-421.56-41	PD MAT CLEANING 12/2018	21.28
	52204250	111-7010-421.56-41	PD MAT CLEANING 12/27/18	21.28
	52195116	111-8022-419.43-10	CITY HAL MAT SRVC 11/2018	32.41
				$96.25
PSYCHOLOGICAL CONSULTING ASSOC, INC	523488	111-7022-421.56-41	PD EMPLOYMENT EVALS 11/18	800.00
				$800.00
PURCHASE POWER	DEC2018	111-7040-421.56-41	POLICE DEPT POSTAGE	516.34
				$516.34
PVP COMMUNICATIONS	124428	111-7022-421.61-29	PD TRAFFIC HELMET REPAIR	315.25
				$315.25
QUALITY CODE PUBLISHING LLC	2018-433	111-1010-411.56-41	MUNI CODE SUPPLEMENT SRVC	787.30
				$787.30
READYREFRESH	08L0034574871	111-7010-421.61-20	PD WATER 11/13-12/12/18	317.25
				$317.25
RESOURCE BUILDING MATERIALS	2525818	111-8023-451.43-10	P&R REPLACEMNT WALL TILES	77.23
				$77.23
RICOH AMERICAS CORP	61797839	111-6010-451.56-41	P&R COPIER LEASE 1/2019	236.51
				$236.51
RICOH USA, INC.	5055407879	111-6010-451.56-41	P&R COPIER 11/19-12/18/18	226.39
				$226.39
RIO HONDO COLLEGE	F18-226-ZHPK	111-7010-421.59-20	PD FIELD TRAINING COURSE	30.00
				$30.00
ROXANA PERKINSON	31513	111-0000-341.10-00	PLANNING REFUND	412.00
				$412.00
SAFETY KLEEN	78487707	741-8060-431.43-20	PW SYNTHETIC OIL PURCHASE	804.30
				$804.30
SALEHPOUR, SAEED	22797-11868	681-0000-228.70-00	WATER DEPOSIT REFUND	1,000.00
				$1,000.00
SCPLRC	2/21/2019	111-2030-413.59-15	LABOR RELATIONS CONFERENC	200.00
				$200.00

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SERGIO GONZALEZ JR	C00054876685	111-8010-431.15-25	BOOT REIMBURSEMENT	25.87
	C00054876685	111-8020-431.15-25	BOOT REIMBURSEMENT	29.56
	C00054876685	111-8022-419.15-25	BOOT REIMBURSEMENT	3.69
	C00054876685	111-8023-451.15-25	BOOT REIMBURSEMENT	3.69
	C00054876685	220-8010-431.15-25	BOOT REIMBURSEMENT	3.69
	C00054876685	221-8010-431.15-25	BOOT REIMBURSEMENT	7.39
				$73.89
SFG RETIREMENT PLAN CONSULTING, LLC	172	111-0210-413.56-41	PROF ADVISORY SRVC 12/18	1,000.00
				$1,000.00
SHELL FLEET PLUS	79043758812	741-8060-431.62-30	POLICE DEPT FUEL 11/5-12/4/18	399.94
				$399.94
SIMONIAN, KIRK	23499-21660	681-0000-228.70-00	WATER BILL CREDIT REFUND	174.33
				$174.33
SMART & FINAL	52417	111-6020-451.61-35	P&R EVENT/MEETING SUPPLIES	27.41
				$27.41
SO CAL TRIUMPH. INC	11701499	741-8060-431.43-20	PD MOTORCYCLE TIRE REPAIR	148.30
	11804463	741-8060-431.43-20	PD MOTORCYCLE INSPECTION	602.70
	11806509	741-8060-431.43-20	PD MOTORCYCLE REPAIR SRVC	405.41
	11806511	741-8060-431.43-20	PD MOTORCYCLE BRAKE SRVC	369.72
	11806512	741-8060-431.43-20	PD MOTORCYCLE TIRE SRVC	279.69
	11809139	741-8060-431.43-20	PD MOTORCYCLE REPAIR SRVC	597.07
				$2,402.89
SOUTHERN CALIFORNIA EDISON	11/15-12/17/18	111-8020-431.62-10	ELECTRICAL 6900 SERVICE	1,044.10
	10/26-12/5/18	111-8022-419.62-10	ELECTRICAL VARIOUS LOCATIONS	1,232.65
	11/02-12/20/18	111-8022-419.62-10	ELECTRICAL VARIOUS LOCATIONS	1,949.16
	10/26-12/5/18	111-8023-451.62-10	ELECTRICAL VARIOUS LOCATIONS	5,006.41
	11/02-12/5/2018	111-8024-421.62-10	ELECTRICAL PD FACILITIES	4,772.75
	10/04-11/02/18	221-8014-429.62-10	TRAFFIC SIGNAL ELECTRICAL	3,051.76
	11/02-12/5/2018	221-8014-429.62-10	TRAFFIC SIGNAL ELECTRICAL	50.72
	11/1-12/4/2018	231-8010-415.62-10	ELECTRICAL VARIOUS LOCATIONS	666.91
	11/01-12/17/18	535-8016-431.62-10	ELECTRICAL VARIOUS LOCATIONS	15,241.05
	11/1-12/04/2018	535-8016-431.62-10	ELECTRICAL 6621 WILSON	65.27
	11/26-12/26/18	535-8016-431.62-10	ELECTRICAL STREET LIGHT OLIVE ST	41.54
	12/04-1/04/2019	535-8016-431.62-10	ELECTRICAL 6621 WILSON	62.66
	10/26-12/5/18	681-8030-461.62-20	ELECTRICAL VARIOUS LOCATIONS	15,226.10
	11/01-12/17/18	681-8030-461.62-20	ELECTRICAL VARIOUS LOCATIONS	7,717.33
				$56,128.41
SPARKLETTS	15142085 010319	111-0110-411.66-05	CITY COUNCIL WATER 12/18-1/1/19	31.64
	15142085 010319	111-0210-413.61-20	CM OFFICE WATER 12/18-1/1/19	31.64
	15142085 010319	111-0230-413.61-20	HR WATER 12/18-1/1/19	20.71
	15142085 010319	111-1010-411.61-20	CITY CLERK WATER 12/18-1/1/19	14.82
	15142085 010319	111-3010-415.61-20	FINANCE WATER 12/18-1/1/19	37.29
	15142085 010319	111-5010-419.61-20	COMM DEV WATER 12/18-1/1/19	19.82
	15142085 010319	111-5055-419.61-20	CODE ENFORC WATER 12/18-1/1/19	19.82
	15142085 010319	111-6010-451.56-41	P&R WATER 12/18-1/1/19	39.62
	15142085 010319	111-8020-431.61-20	PW ADMIN WATER 12/18-1/1/19	56.27
	15142085 010319	111-8080-431.61-20	PW ENGINEERING DEPT 12/18-1/1/19	19.82
				$291.45

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
STACY MEDICAL CENTER	3160-29694	111-7022-421.56-15	PD MEDICAL SRVCS 11/2018	1,075.00
	3160-29753	111-7022-421.56-15	PD MEDICAL SRVCS 9/2018	664.64
				$1,739.64
STANDARD GLASS & MIRROR	12/18/2018	111-7040-421.61-32	PD GLASS TABLE TOP PURCHS	196.65
				$196.65
STANDARD INSURANCE COMPANY	01/2019	802-0000-217.50-70	LIFE INSURANCE PREMIUM	1,685.23
				$1,685.23
STAR2STAR COMMUNICATIONS LLC	SUBC00001729	111-9010-419.53-10	VOIP SERVICES 12/3-1/2/19	10,993.68
				$10,993.68
STATE WATER RESOURCES CONTROL	SW-0159764	681-8030-461.42-05	ANNUAL PERMIT FEE 347383	21,344.00
				$21,344.00
SUPERION, LLC	220127	111-9010-419.43-15	FINANCIAL SYSTEMS 1/2019	11,298.22
				$11,298.22
SUPERIOR COURT OF CALIFORNIA	SEPT-NOV2018	111-9010-415.56-10	PARKING CITATION SURCHARG	72,804.85
				$72,804.85
SUSAN CRUM	1042000314	111-2030-413.64-05	EMPLYEE RECOGNITION EXPENSE	12.70
				$12.70
THE GAS COMPANY	11/7-12/10/2018	111-8020-431.62-10	VARIOUS GOVT BUILDINGS	391.71
	11/7-12/10/2018	111-8022-419.62-10	VARIOUS GOVT BUILDINGS	167.20
	11/7-12/10/2018	111-8023-451.62-10	VARIOUS GOVT BUILDINGS	393.21
	11/05-12/6/2018	111-8024-421.62-10	PD ANNEX BUILDING	258.92
	11/7-12/10/2018	111-8024-421.62-10	VARIOUS GOVT BUILDINGS	379.01
				$1,590.05
THE TULSA RIB COMPANY	E04718	111-2030-413.64-05	EMPLOYEE HOLIDAY OPEN HOUSE	2,963.51
				$2,963.51
TOWN HALL STREAMS	9534	111-1010-411.56-41	COUNCIL ONLINE STREAMING	300.00
				$300.00
TU, WEI CHEN	20275-10482	681-0000-228.70-00	WATER BILL CREDIT REFUND	201.33
	20275-25056	681-0000-228.70-00	WATER BILL CREDIT REFUND	154.55
				$355.88
U.S. BANK	PPE 12/16/2018	802-0000-217.30-20	EMPLOYEE PARS DEDUCTION	1,683.69
	PPE 12/16/2018	802-0000-217.30-20	PT EMPLOYEE PARS DEDUCTION	2,222.42
	PPE 12/30/2018	802-0000-217.30-20	EMPLOYEE PARS DEDUCTION	1,711.21
	PPE 12/30/2018	802-0000-217.30-20	PART TIME PARS DEDUCTION	1,679.87
	PPE 12/16/2018	802-0000-218.10-05	EMPLOYER CONTRIBUTION	10,733.19
	PPE 12/16/2018	802-0000-218.10-05	EMPLYR ENHANCE CONTRIBUTION	3,275.00
	PPE 12/30/2018	802-0000-218.10-05	EMPLOYER CONTRIBUTION	14,237.21
	12/18/2018	111-9010-419.56-41	ADMIN FEE-REV BONDS	4,512.50
	12/18/2018	216-3010-415.56-42	POB ADMIN FEES-2005 SERIES	2,467.50
				$42,522.59
U.S. HEALTH WORKS	3440742-CA	111-2030-413.56-41	EMPLOYMENT MEDICAL SRVCS	382.00
	3444148-CA	111-2030-413.56-41	EMPLOYMENT MEDICAL SRVCS	283.00
				$665.00

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
ULINE	103341549	111-8020-431.43-10	OUTDOOR DROPBOX BIN	83.83
	103283373	221-8012-429.61-20	DIG ALERT MARKING PAINT	151.59
				$235.42
UNDERGROUND SERVICE ALERT OF SO CAL	1120180125	221-8014-429.56-41	UNDERGROUND SRVC ALERTS	373.00
				$373.00
URQUID LINEN	57281	111-6010-451.74-10	P&R LINEN FOR FACILITIES	675.80
				$675.80
USA POOLS LLC	2881	114-6010-451.56-41	POOL MANAGEMENT SRVC	2,170.50
				$2,170.50
VALLEY ALARM	854930	111-8022-419.43-10	ALARM SERVICE CALL	60.00
	854928	111-8023-451.43-10	ALARM SERVICE CALL	50.00
				$110.00
VERIZON WIRELESS	9819438149	111-6010-419.53-10	P&R SIM CARD 11/2-12/1/18	38.01
	9819438149	111-8010-431.53-10	PW DEPT CELL SRVC 11/2-12/1/18	801.61
	9819438149	681-8030-461.53-10	PW WATER DEPT CELL 11/2-12/1/18	114.03
				$953.65
VICTOR SMOG TEST CENTER	42395	741-8060-431.43-20	FLEET SMOG CHECK SERVICES	45.00
				$45.00
WELLS FARGO	2405523P92DYVT3	111-0110-411.61-20	COUNCIL OFFICE SUPPLIES	13.46
	2400097PHHKED45	111-0110-411.66-05	COUNCIL MEETING EXPENSE	141.84
	2444500P3HEX1Y6	111-0110-411.66-05	COUNCIL MEETING EXPENSE	112.89
	7449215PBJH8587	111-0110-411.66-05	COUNCIL SUPPLY REFUND	-99.00
	2461043PH09FQR7	111-0240-466.55-42	HOLIDAY DÉCOR AWARDS EXPENSE	275.00
	2475542PG8HBJG3	111-0240-466.55-42	MAYOR HOLIDAY AWARD SIGNS	884.21
	2401339P7014H0Y	111-0240-483.61-20	ADMIN HOLIDAY PARADE EXPENSE	56.03
	2423168P3RBGHYF	111-0240-483.61-20	ADMIN HOLIDAY PARADE EXPENSE	48.37
	2490641PL1X0AE2	111-9010-419.43-15	CITY DOMAIN RENEWAL	30.16
	2444500N700X	111-0110-411.66-05	COUNCIL OFFICE SUPPLIES	3.84
	2469216N72X	111-0110-411.66-05	COUNCIL MEETING EXPENSE	119.92
	2401339NM044	111-0110-411.66-05	COUNCIL MEETING EXPENSE	137.85
	2423168NMRBGH	111-0110-411.66-05	COUNCIL MEETING SUPPLY	14.87
	2469216L2XK6	111-0110-411.61-20	COUNCIL PRESENTATION SUPPLIES	215.20
	2423168NVRBGH	111-0110-411.61-20	ADMIN HOLIDAY PARADE SUPPLY	28.16
	2423168NVRBGH	111-0110-411.61-20	CM ADMIN OFFICE SUPPLY	9.03
	2449215NVJH	111-0110-411.66-05	COUNCIL MEETING SUPPLY	99.00
	2469216NV2X	111-0110-411.61-20	COUNCIL PRESENTATION SUPPLIES	104.20
	11/27-FEE	111-0110-411.66-05	CREDIT CARD FEE	50.00
	11/27-FINANCE	111-0110-411.66-05	CREDIT CARD FINANCE FEE	131.95
	2469216N22X7	111-0240-481.61-20	STATE OF CITY ADDRESS EXPENSE	407.93
	2469216NE2X	111-0240-481.61-20	STATE OF CITY ADDRESS FLYERS	333.98
	2423168NVRBGH	111-0240-483.61-20	ADMIN HOLIDAY PARADE SUPPLY	14.99
				$3,133.88

CITY OF HUNTINGTON PARK
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
WELLS FARGO BANK-FIT	PPE 12/16/2018	802-0000-217.20-10	FEDERAL TAX DEPOSIT	57,276.65
	PPE 12/30/2018	802-0000-217.20-10	FEDERAL TAX DEPOSIT	49,257.64
	PPE 10/11/2018	802-0000-217.20-10	FEDERAL TAX DEPOSIT	309.29
	PPE 10/11/2018	802-0000-217.10-10	MEDICARE TAX DEPOSIT	21.28
	PPE 10/11/2018	802-0000-217.20-10	STATE TAX DEPOSIT	92.79
				$106,534.29
WELLS FARGO BANK-MEDICARE	PPE 12/16/2018	802-0000-217.10-10	MEDICARE TAX DEPOSIT	8,064.28
	PPE 12/30/2018	802-0000-217.10-10	MEDICARE TAX DEPOSIT	7,244.47
				$15,308.75
WELLS FARGO BANK-SIT	PPE 12/16/2018	802-0000-217.20-20	STATE TAX DEPOSIT	21,863.69
	PPE 12/30/2018	802-0000-217.20-20	STATE TAX DEPOSIT	18,052.52
				$39,916.21
WEST GOVERNMENT SERVICES	839373299	111-7030-421.56-41	PD INVESTIGATION SRVC	648.96
	839465731	111-7030-421.56-41	PD INVESTIGATION SRVC	58.43
				$707.39
WILLDAN FINANCIAL SERVICES	010-40098	111-9010-419.56-41	SPECIAL TAX ADMIN	2,094.42
	010-40099	111-9010-419.56-41	SPECIAL TAX ADMIN	125.00
				$2,219.42
XEROX CORPORATION	095332524	111-8020-431.43-05	PW COPIER LEASE 10/21-11/21/2018	113.33
	095332524	285-8050-432.43-05	PW COPIER LEASE 10/21-11/21/2018	113.33
	095332524	681-8030-461.43-05	PW COPIER LEASE 10/21-11/21/2018	113.33
				$339.99
YAZMIN CHAVEZ	068074	111-2030-413.61-20	HR ORAL INTERVIEWS EXPENS	9.89
	070511	111-2030-413.61-20	HR ORAL INTERVIEW EXPENSE	6.34
	257390	111-2030-413.61-20	HR INTERVIEW PANEL EXPENS	47.39
				$63.62
				$2,033,147.78

ORDINANCE NO. 2018-972

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK, CALIFORNIA AMENDING TITLE 9, CHAPTER 4, ARTICLE 4, SECTION 9-4.401 OF THE HUNTINGTON PARK MUNICIPAL CODE TO INCLUDE WIRELESS COMMUNICATION FACILITES AS A CONDITIONALLY PERMITTED USE WITHIN THE OPEN SPACES (OS) ZONE; AND THE APPROVAL OF A CONDITIONAL USE PERMIT AND A DEVELOPMENT PERMIT TO ALLOW FOR THE INSTALLATION OF A NEW WIRELESS COMMUNICATION FACILITY WITHIN THE OPEN SPACES (OS) ZONE; AND THE ADOPTION OF A NEGATIVE DECLARATION

WHEREAS, the City's Open Spaces (OS) zoning regulations are found within Title 9, Chapter 4, Article 4 of the Huntington Park Municipal Code; and

WHEREAS, the City Council of the City of Huntington Park wishes to amend the current Open Spaces (OS) allowed uses; and

WHEREAS, the City Council of the City of Huntington Park desires to adopt revised Open Space (OS) allowed uses; and

WHEREAS, the City Council of the City of Huntington Park desires to approve a Conditional Use Permit, Development Permit, and adoption of a Negative Declaration allowing for the installation of a wireless communication facility on property located at 3401 E. Florence Avenue, within the Open Spaces (OS) Zone ; and

WHEREAS, this Ordinance will not adversely affect property values and will not be detrimental to the City; and

WHEREAS, the City Council has determined that it is in the interest of the City to amend the current Open Spaces (OS) allowed uses within Title 9, Chapter 4, Article 4 of the Huntington Park Municipal Code; and

WHEREAS, on August 22, 2018, following proper notice and public hearing, the City's Planning Commission adopted Resolution No. 2018-04 recommending to the City Council the adoption of an Ordinance amending Title 9, Chapter 4, Article 4 of the Huntington Park Municipal Code pertaining to the Open Spaces (OS) allowed uses; and

WHEREAS, the City Council has considered evidence presented by the Planning Commission

and City Staff at a duly noticed public hearing held on December 4, 2018.

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

SECTION 1: Title 9, Chapter 4, Article 4 of the Huntington Park Municipal Code is hereby amended to read as follows:

Article 4. Special Purpose Zones

9-4.401 Purpose.

1. The purpose of this Article is to achieve the following:
A. Protection, preservation and management of natural resources;
B. Protection of public/private recreation resources;
C. Protection of public health and safety; and
D. Provide for the continuation and expansion of existing public facilities.
2. The purpose and allowable uses for each of the individual special purpose zoning districts are as follows:
A. OS (Open Space) Zone.
(1) The purpose of this zoning district is to provide for public and private recreational land use activities necessary to meet both active and passive recreational needs of City residents.
(2) The following uses may be permitted subject to the approval of a Development Permit:
(a) Active recreational land use activities, including:
(i) Golf courses/driving ranges;
(ii) Indoor/outdoor sports/athletic facilities (including skateboard parks, roller hockey rinks, etc.).
(b) Passive recreational land use activities, including:
(i) Nature preserves;
(ii) Open space areas;
(iii) Outdoor theaters (without structures).
(3) The following uses may be permitted subject to the approval of a Conditional Use Permit:
(a) Wireless Communication Facilities [subject to the regulations set forth in HPMC section 9-3.103 (2) (D)]
B. PF (Public Facilities) Zone.
(1) The purpose of this zoning district is to provide for a wide range of public and quasi-public land use activities serving the residents of the City.
(2) The following uses may be permitted subject to the approval of a Development Permit:
(a) Art galleries/museums;
(b) Community gardens;
(c) Community hospitals;
(d) Cultural/recreational activities;
(e) Governmental offices/facilities;
(f) Plant nurseries;
(g) Libraries;
(h) Public schools;
(i) Public utilities;

(j) Vehicle parking when in conjunction with an abutting commercial use.

C. T (Transportation) Zone.

(1) The purpose of this zoning district is to provide for the construction and maintenance of well-designed and landscaped off-street parking facilities for the following rail corridors:

(a) Southern Pacific Railroad (Alameda Street);

(b) Southern Pacific Railroad (Randolph Street); and

(c) Union Pacific Railroad (Salt Lake Avenue).

(2) Off-street parking facilities are the only allowable use for this zoning district in addition to the existing rail line facilities. The development/operation of the parking facilities requires the approval of a Conditional Use Permit and compliance with Chapter 3, Article 8 (Off-Street Parking Standards) and Chapter 3, Article 4 (Landscaping Standards) as well any special standards imposed by the Review Authority.

(3) The parking and landscaping improvements shall be permanently maintained by the lessee in a clean and orderly manner.

(4) If and when the corridor(s) are ever abandoned, they may continue to be used as a parking facility or the parking may be removed and the property shall be improved and maintained as public open space.

SECTION 2: Upon completion of the Environmental Assessment Initial Study, the City of Huntington Park has determined that the proposed Zoning Ordinance Amendment will not have a significant effect on the environment and has prepared a Negative Declaration. The Negative Declaration (ND) was prepared in accordance with the California Environmental Quality Act (CEQA), Article 1. Sec. 15000 et. seq.

SECTION 3: Any provisions of the Huntington Park Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance are hereby repealed or modified to the extent necessary to affect the provisions of the Ordinance.

SECTION 4: If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Huntington Park hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or potions may be declared invalid or unconstitutional.

SECTION 5: The City Council hereby incorporates by reference herein and adopts all of the findings, conditions of approval, and conclusions contained within the Planning Commission Resolution No. 2018-04.

SECTION 6: This Ordinance shall take effect thirty 30 days after it final passage by the City Council.

SECTION 7: The City Clerk shall certify to the passage of this Ordinance and shall cause the same to be published in the manner prescribed by law.

PASSED, APPROVED AND ADOPTED this 15th day of January, 2019.

_____
Jhonny Pineda, Mayor

ATTEST:

_____
Donna G. Schwartz, City Clerk

CITY OF HUNTINGTON PARK

City Manager's Office
City Council Agenda Report

January 15, 2019

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL OF AN AWARD OF A CONTRACT TO SARAHANG CONSTRUCTION, INC. IN CONNECTION WITH THE CITY'S LEAD BASED PAINT PROGRAM FOR PROPERTY LOCATED AT 6726 AND 6726 1/2 NEWELL STREET, HUNTINGTON PARK, CALIFORNIA

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve contract with Sarahang Construction, Inc. for an amount of $49,450 to remediate lead-based paint hazards interventions on a two (2) multi-family units located at 6726 and 6726 ½ Newell 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 (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.

The owner residing at a two (2) multi-family property located at 6726 and 6726 1/2 Newell Street is qualified to participate the program. The City received bids from three (3) qualified contractors for the scope of work. The following table summarize the bids received:

Contractor	Bid Amount
Sarahang Construction, Inc.	$49,450
So Cal Construction	$57,840
Vizion's West, Inc.	$66,455

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 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

3. Removal of lead positive dust from all floors window sills and window wells positive for lead based paint

4. Window replacement that tests positive for lead based paint

5. Paint/color match interior and exterior treated areas

6. Healthy homes interventions focusing on allergen reduction, moisture control, pest management, and injury prevention

FISCAL IMPACT/FINANCING

The funding of $49,450 for this program is included in the FY 2018-19 Budget in account number 246-0298-463.73-10 (Lead Based Paint Grant Program).

CONCLUSION

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

Respectfully submitted,

RICARDO REYES
City Manager

ATTACHMENT(S)

A. Bid Evaluation
B. Contract for the Lead Based Paint Hazard Control Program

ATTACHMENT “A”

CITY OF HUNTINGTON PARK Lead Based Paint Grant Program

Bid Evaluation

6726 & 6726 1.2 Newell St.

	6726 Newell St.						
	ITEM	Vizion's	Alternative	So Cal	Alternative	Sarahang	Alternative
	LEAD BPH						
1	Bedroom 1: Interior Door Frame Living Room to Bedroom 1	225		300		300	
2	Bedroom 3: Door Frame leading to Exterior	225		300		300	
3	Living Room and Bedroom 3: Interior Plaster Walls	950		600		1,500	
4	Living Room and Bedroom 3: Acoustic Ceilings	450		300		1,000	
5	Living and itchen: Interior Beam between	195		300		1,000	
6	Window: Exterior Components (Replace 4)	2,250	1,900	1,200	2,400		2,500
7	Wooden Walls: Exterior	10,890		5,400		10,000	
8	Roof Trim: Eaves, Rafters, & Corbals All sides	4,800		7,200		3,000	
9	Front Porch: Exterior Columns, Beams & Ceiling	2,450		600		1,000	
10	Vents: Exterior	-		600		200	
11	Deck & Front Porch (Orignal): Exterior	2,950		600	900	1,000	
12	Access Panels: Exterior	95		600		300	
13	Wooden laden walls on siding	495		1,800		500	
14	HEPA: clean all floors; window sills, & window wells	450		1,800		500	
15	Waste Disposal	550		800		575	
		$ 26,975	**$ 1,900**	**$ 22,400**	**$ 3,300**	**$ 21,175**	**$ 2,500**
	Subtotal	**$ 28,875**		**$ 25,700**		**$ 23,675**	

	6726 Newell St.						
	ITEM	Vizion's		So Cal		Sarahang	
	Healthy Homes						
1	Ground Fault Interceptors (2)	195		375		500	
2	Smoke & Carbon Monoxide Detectors (2)	395		575		300	
3	Exterior Vents: 4 Lower and 1 Upper	395		260		200	
4	Replace Railings	1350		860		500	
5	Water Heater To Code	595		690		600	
6	Repair Exterior Siding (Side D)	1,350		1,200		1,000	
	Subtotal	**$ 4,280**	**$ -**	**$ 3,960**	**$ -**	**$ 3,100**	**$ -**
	Lead & Healthy Homes Total	**$33,155**		**$29,660**		**$26,775**	

	6726 1/2 Newell St.						
	ITEM	Vizion's	Alternative	So Cal	Alternative	Sarahang	Alternative
	LEAD BPH						
1	Living Room: Interior & Exterior Door Frames	245		600		300	
2	Living Room: Interior Window casement (1)	890	1,350	600	800	1,000	1,000
3	Window Components: Exterior (Replace missing casings for Windows Bed 2 & 3) : Total 5	3,580	900	3,600		2,000	500
4	Wooden Walls: Exterior	11,870		4,800		8,000	
5	Roof Trim: Exterior Fascia Boards and Rafters	3,950		4,800		3,000	
6	Front Porch: Exterior Columns, Beams & Ceiling	2,950		600		1,000	
7	Vents: Exterior (HH)	-		-		-	
8	Corner Boards: Exterior	950		600		500	
9	Roof Supports Beams: Exterior	350		600		300	
10	Access Panels: Exterior	90		600		300	
11	HEPA: clean all floors; window sills, & window wells	690		1,800		500	
12	Soil: add Bark	980		3,500		800	
13	Waste Disposal	550		800		575	
		$ 27,095	**$ 2,250**	**$ 22,900**	**$ 800**	**$ 18,275**	**$ 1,500**
	Subtotal	**$ 29,345**		**$ 23,700**		**$ 19,775**	

	6726 1/2 Newell St.						
	ITEM	Vizion's		So Cal		Sarahang	
	Healthy Homes						
1	Ground Fault Interceptors (2)	185		375		300	
2	Smoke & Carbon Monoxide Detectors (6)	525		625		300	
3	Exterior Vents: 2 Lower and 1 Upper	295		180		200	
4	Complete installation of bahroom window	1150		400		300	
5	Repair Exteiror Siding	950		2500		1,000	
6	Repalce Damaged and Missing posts	850		400		800	
	Subtotal	**$ 3,955**	**$ -**	**$ 4,480**	**$ -**	**$ 2,900**	**$ -**
	Lead & Healthy Homes Total	**$33,300**		**$28,180**		**$22,675**	

6726 and 6726 1/2 Newell St. TOTAL	**$66,455**	**$57,840**	**$49,450**

ATTACHMENT “B”

LEAD HAZARD CONTROL PROGRAM

This Agreement, is made and entered into this **15th day of January, 2019**, by and between the City of Huntington Park (hereinafter "City") **Maria Moreno** (hereinafter "Owners") 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 **6726 and 6726 ½ Newell 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 **January 15, 2019.** 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 **Forty-Nine Thousand Four Hundred Fifty Dollars ($49,450)**.

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 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 **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) 674-1755

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 ad 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: Maria Moreno
6726 Newell Street
Huntington Park, CA 90255

Contractor: Sarahang Construction, Inc.
Attn: Karim Sarahang
11905 Darlene Ln.
Moorpark, CA 93021

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(S)

_____ _____
Signature Date

_____
Name

CONTRACTOR

_____ _____
Signature Date

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.

_____ _____
Ricardo Reyes, City Manager Date

EXHIBIT A
Lead Based Paint Abatement & Healthy Homes Specifications

EXHIBIT A
Lead Based Paint Abatement & Healthy Homes Specifications

Maria Torres

Subject:	Mandatory Pre-Bid Walk Thru - Monday October 15th
Location:	7403 California Ave ; 6726 Newell St. ; 6515 State St.
Start:	Mon 10/15/2018 10:30 AM
End:	Mon 10/15/2018 1:30 PM
Recurrence:	(none)
Meeting Status:	Accepted
Organizer:	Whitford Marin
Required Attendees:	Torres-Castaneda, Maria; Grants; Maryleen Linan; Renea Ferrell; jeff.munson@pcg.com; VIZIONS WEST INC ?; adelator@aol.com; Alfonso Hernandez; Sarahang Builders; socal.rgarcia@gmail.com; socal.swilliams@gmail.com

Hi All,

We are scheduling a Mandatory bid walk-thru for **Monday, October 15, 2018 starting at @ 10:30 am** for the following 4 residential units:

1. 10:30 a.m. 7403 California Ave (Single Family Residence)
2. 11:15 a.m. 6726 Newell St & 6726 ½ Newell St (2 Units)
3. 12:00 p.m. 6515 State St. (Single Family Residence)

Bids due by **Monday, October 22, 2018**. Also, please remember **to include cost to paint/color match all interior and exterior encapsulated areas.**

Only those bids submitted by the due date will be considered. When submitting your bid, please place the Property address in the "Subject" area of the email.

Thank you and hope to see you all at the walk-thru.

P.S. I will send another email with Report and Specs for 6726 ½ Newell St. & 6515 State St.

Please ensure that all your licenses and insurance information is up to date and your City of HP business license is paid. Remember to submit your City permits *(if require [windows & GFCI required]...please check with Planning)* at the time of requesting Final payment.

7403 California Ave LBP Spec.p... 7403 California Ave LBP Report...

CITY OF HUNTINGTON PARK Lead Based Paint Grant Program
Bid Evaluation
6726 & 6726 1.2 Newell St.

	6726 Newell St.						
	ITEM	Vizion's	Alternative	So Cal	Alternative	Sarahang	Alternative
	LEAD BPH						
1	Bedroom 1: Interior Door Frame Living Room to Bedroom 1	225		300		300	
2	Bedroom 3: Door Frame leading to Exterior	225		300		300	
3	Living Room and Bedroom 3: Interior Plaster Walls	950		600		1,500	
4	Living Room and Bedroom 3: Acoustic Ceilings	450		300		1,000	
5	Living and itchen: Interior Beam between	195		300		1,000	
6	Window: Exterior Components (Replace 4)	2,250	1,900	1,200	2,400		2,500
7	Wooden Walls: Exterior	10,890		5,400		10,000	
8	Roof Trim: Eaves, Rafters, & Corbals All sides	4,800		7,200		3,000	
9	Front Porch: Exterior Columns, Beams & Ceiling	2,450		600		1,000	
10	Vents: Exterior	-		600		200	
11	Deck & Front Porch (Orignal): Exterior	2,950		600	900	1,000	
12	Access Panels: Exterior	95		600		300	
13	Wooden laden walls on siding	495		1,800		500	
14	HEPA: clean all floors; window sills, & window wells	450		1,800		500	
15	Waste Disposal	550		800		575	
		$ 26,975	**$ 1,900**	**$ 22,400**	**$ 3,300**	**$ 21,175**	**$ 2,500**
	Subtotal	**$ 28,875**		**$ 25,700**		**$ 23,675**	

	6726 Newell St.						
	ITEM	Vizion's		So Cal		Sarahang	
	Healthy Homes						
1	Ground Fault Interceptors (2)	195		375		500	
2	Smoke & Carbon Monoxide Detectors (2)	395		575		300	
3	Exterior Vents: 4 Lower and 1 Upper	395		260		200	
4	Replace Railings	1350		860		500	
5	Water Heater To Code	595		690		600	
6	Repair Exterior Siding (Side D)	1,350		1,200		1,000	
	Subtotal	**$ 4,280**	**$ -**	**$ 3,960**	**$ -**	**$ 3,100**	**$ -**
	Lead & Healthy Homes Total	**$33,155**		**$29,660**		**$26,775**	

	6726 1/2 Newell St.						
	ITEM	Vizion's	Alternative	So Cal	Alternative	Sarahang	Alternative
	LEAD BPH						
1	Living Room: Interior & Exterior Door Frames	245		600		300	
2	Living Room: Interior Window casement (1)	890	1,350	600	800	1,000	1,000
3	Window Components: Exterior (Replace missing casings for Windows Bed 2 & 3) : Total 5	3,580	900	3,600		2,000	500
4	Wooden Walls: Exterior	11,870		4,800		8,000	
5	Roof Trim: Exterior Fascia Boards and Rafters	3,950		4,800		3,000	
6	Front Porch: Exterior Columns, Beams & Ceiling	2,950		600		1,000	
7	Vents: Exterior (HH)	-		-		-	
8	Corner Boards: Exterior	950		600		500	
9	Roof Supports Beams: Exterior	350		600		300	
10	Access Panels: Exterior	90		600		300	
11	HEPA: clean all floors; window sills, & window wells	690		1,800		500	
12	Soil: add Bark	980		3,500		800	
13	Waste Disposal	550		800		575	
		$ 27,095	**$ 2,250**	**$ 22,900**	**$ 800**	**$ 18,275**	**$ 1,500**
	Subtotal	**$ 29,345**		**$ 23,700**		**$ 19,775**	

	6726 1/2 Newell St.						
	ITEM	Vizion's		So Cal		Sarahang	
	Healthy Homes						
1	Ground Fault Interceptors (2)	185		375		300	
2	Smoke & Carbon Monoxide Detectors (6)	525		625		300	
3	Exterior Vents: 2 Lower and 1 Upper	295		180		200	
4	Complete installation of bahroom window	1150		400		300	
5	Repair Exteiror Siding	950		2500		1,000	
6	Repalce Damaged and Missing posts	850		400		800	
	Subtotal	**$ 3,955**	**$ -**	**$ 4,480**	**$ -**	**$ 2,900**	**$ -**
	Lead & Healthy Homes Total	**$33,300**		**$28,180**		**$22,675**	

6726 and 6726 1/2 Newell St. TOTAL	**$66,455**	**$57,840**	**$49,450**

Work Requested -	Estimated Cost
1) ***Interior - Living Room - Door Frame to Bedroom 1*** – All paint on the ***"friction"*** portions of the lead-laden door frame must be removed down to bare substrate. All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing the door components with a suitable encapsulant. Any surface treated in this manner **MUST BE "PAINT READY."**	$ 300.00
Alternatively - The lead-laden door frame may be removed and replaced. Removal must be done in a manner that minimizes damage to adjacent surfaces.	$ N/A
2) ***Interior - Bedroom 3 - Door Frame Leading to Exterior*** – All paint on the ***"friction"*** portions of the lead-laden door frame must be removed down to bare substrate. All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing the door components with a suitable encapsulant. Any surface treated in this manner **MUST BE "PAINT READY."**	$ 300.00
Alternatively - The lead-laden door frame may be removed and replaced. Removal must be done in a manner that minimizes damage to adjacent surfaces. ANY REMOVAL OF DOOR COMPONENTS MUST BE COORDINATED WITH THE GENERAL CONTRACTOR (GC) SO THAT THE PROPERTY IS NOT LEFT UNSECURED.	$ N/A
3) ***Interior - Living Room and Bedroom 3 - Plaster Walls*** – All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing with a suitable encapsulant. Any surface treated in this manner **MUST BE "PAINT READY."**	$ 1,500.00

Work Requested -	Estimated Cost
4) ***Interior - Living Room and Bedroom 3 - Acoustic Ceilings*** – All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing with a suitable encapsulant. Any surface treated in this manner **MUST BE "PAINT READY."**	$ 1,000.00
5) ***Interior - Beam Between Living Room and Kitchen*** - All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing with a suitable encapsulant. Any surface treated in this manner **MUST BE "PAINT READY."**	$ 1,000.00
6) ***Exterior - Window Components*** - All paint on the ***"friction"*** portions of the lead-laden window components must be removed down to bare substrate. All loose and peeling paint that can be lifted with thumbnail pressure will be removed from the entire window *(friction and non-friction surfaces)*. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing all areas of the window components with a suitable encapsulant. Any surface treated in this manner **MUST BE "PAINT READY."**	$ 0.00
Alternatively - The lead-laden window components may be removed and replaced. Removal must be done in a manner that minimizes damage to adjacent surfaces. ANY REMOVAL OF WINDOWS MUST BE COORDINATED WITH THE GENERAL CONTRACTOR (GC) SO THAT THE PROPERTY IS NOT LEFT UNSECURED. Number of windows to be treated: 04	$ 2,500.00

Work Requested -	Estimated Cost
7) ***Exterior - Wooden Walls*** - All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing with a suitable encapsulant. Any surface treated in this manner **MUST BE "PAINT READY."**	$ 10,000.00
8) ***Exterior - Roof Trim (Eaves, Rafters and Corbels on All Sides)*** - All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. Any broken, rotten, or termite damaged wood shall be replaced. All affected areas will be sealed with a suitable encapsulant. All surfaces treated in this manner **MUST BE "PAINT READY**	$ 3,000.00
9) ***Exterior - Columns, Beams and Ceiling at Front Porch*** - All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing with a suitable encapsulant. Any surface treated in this manner **MUST BE "PAINT READY."**	$ 1,000.00
10) ***Exterior - Vents*** - All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing with a suitable encapsulant. Any surface treated in this manner **MUST BE "PAINT READY."**	$ 200.00

Work Requested -	Estimated Cost
11) ***Exterior - Wooden Deck at Front Porch (original deck under plywood)*** All paint must be removed down to bare substrate. Any surface treated in this manner **MUST BE PRIMED AND REPAINTED.**	$ 1,000.00
Alternatively - The wooden deck may be intacted and covered with a rigid type of floor covering (tile, outdoor carpet, etc.).	$ N/A
12) ***Exterior - Access Panels*** - All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing with a suitable encapsulant. Any surface treated in this manner **MUST BE "PAINT READY."**	$ 300.00
13) ***Note: Old lead-laden wooden walls exist under the transite (asbestos) siding and newer wood siding. If these areas are exposed:*** All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. Any broken, rotten, or termite damaged wood shall be replaced. All affected areas will be sealed with a suitable encapsulant. All surfaces treated in this manner **MUST BE "PAINT READY."**	$ 500.00
14) Because the dust wipe samples indicated a level of lead **above** the specified regulatory limit, all floors, window sills, and window wells should be properly cleaned *(HEPA / TSP Equivalent / HEPA).*	$ 500.00
15) **Waste Disposal (Hazardous & Non-hazardous)**	$ 575.00
16) **Total Lead Abatement Cost**	$ 23,675.00

All work must be in compliance with these Abatement Specifications, current HUD Guidelines, and California DHS/CDPH Title 17. Any additional work or changes that the Contractor deems appropriate to enhance the competitiveness of this bid may be added as an addendum to this form. Please fill out all requested information that follows:

Company Name: Sarahang Construction INC

Date of Bid: 10/30/2015

Company Phone #: 818-4024268

Total amount of Bid: $ 23,675.00

Contact Person: Faraz K Sarahang

Estimated Time of Completion: 02 Weeks

I Faraz K Sarahang hereby acknowledge that any work performed by on the above listed property will be done in compliance with these abatement specifications as well as all laws and regulations governing this type of activity.

Authorized Signature

SARAHANG CONSTRUCTION

CITY OF HUNTINGTON PARK
LEAD BASED PAINT GRAN PROGRAM

HEALTHY HOMES WORK DESCRIPTION AND BID PROPOSAL FORM

Name:	Jaime Avila (Tenant)	APN No.:	6324-036-028
Address:	6726 Newell Street (Front Unit)	Tel. No.:	(323) 649-0070
City:	Huntington Park 90255	Date:	October 15, 2018

All work is to be done per City of Huntington Park building, planning and public works codes. In order to establish standards of quality, the detailed specifications may refer to a certain product by name and/or from a major manufacturer. This procedure is not to be construed as eliminating from competition of other product of equal or better quality by other manufacturers. The contractor shall finish the list of proposed desired substitutions prior to signing of the contract. All items listed on work write-up, unless otherwise specified, shall include all finish work, including all trim hardware, patching, and finish painting and/or staining. All overhead and profit should be included in each line item. All materials to be installed require owner(s) review and approval.

WORK DESCRIPTION AND STANDARD SPECIFICATIONS

1.		**Ground Fault Circuit Interceptors:** Install new ground fault circuit interceptor (GFCI) receptacles in the within 6 feet of the Bathroom (1) and Kitchen (1) in accordance with Section 210-8 of the National Electrical Code. ***City Permit Cost: 1-3 $60***	$	500.00
2.		**Smoke and Carbon Monoxide Detectors:** Install a total of one (1) new smoke and carbon monoxide (combo) detectors in bedrooms (3), hallway (1), and living room (1) areas at a point centrally located.	$	300.00
3.		**Exterior Vents:** Replace a total of 4 Lower Foundation vents and 1 Upper vent	$	200.00
4		**Replace Railing:** Install wood railing located in the back staircase of the dwelling in order to conform with Section 1003.3.3 of the Uniform Building Code. The contractor shall prime and install 2 coats of paint to the railing upon installation. The owner shall select the color prior to the installation.	$	500.00
5.		**Water Heater To Code:** Extend Flue, Strap, and drainage to existing water heater.	$	600.00
6.		**Repair Exterior Siding (Side D):** Remove and replace all 43 damaged siding located at the South side of the lower part of the property. Replacement pieces of the siding shall match existing conditions on the residence. The repair shall include the preparation of the siding, installation of 1 coat of primer and 2 coats of paint to match existing conditions.	$	1,000.00
		TOTAL:	$	3,100.00

NOTE:

All work shall include the protection of dwelling, fixtures and furnishings, as well as maintaining the premises clean at all times.
All debris resulting from any work conducted in connection with this contract shall be the property of the contractor, who is responsible for its timely removal and lawful disposal. Work site shall be maintained in a clean and orderly manner, and upon completion, property shall be left in a "broom clean" condition.

A. **LICENSES, FEES, PERMITS AND CLEARANCES**

The selected contractor is responsible for the obtaining all required approvals, permits, and inspections, and is required to possess a valid City of Huntington Park business license.

B. **INSPECTIONS**

The Contractor shall request all inspections and approvals of construction required by the City of Huntington Park. No item shall be considered completed until it has been inspected and approved by the City of Huntington Park.

C. **WARRANTY**

The Contractor shall assure the quality of materials and workmanship provided under the Contract for a period of one year. Upon notice from the City, the Contractor shall repair or remedy any defects in material or workmanship, and pay for any damage from such defects which may appear within the period of one year from the date of recordation of Notice of Completion. The Contractor shall furnish the Owner with all manufacturer's written guarantees and warranties covering materials and equipment furnished under Contract.

D. **MATERIAL AND LABOR LIEN RELEASES**

Process payments will be authorized and released by the City's authorized representatives only if invoice(s) is accompanied by weekly payroll reports and respective material and labor lien releases.

Under the guidelines for this program, homeowner(s) are responsible for the removal and replacement of rugs, draperies, coverings, and furniture as necessary.

The undersigned, having become thoroughly familiar with the terms and conditions of the proposed Contract Documents and with local conditions affecting the performance and costs of the work at the place where the work is to be completed, and having fully inspected the site in all particulars, hereby proposed and agree to fully perform the work within the time stated and in strict accordance with the proposed Contract Document including furnishing of any and all labor, materials, services necessary equipment and to do all work required to construct, and complete said work in accordance with the Contract Documents for the sum of money as indicated on the Work Description and Bid Proposal Form.

If awarded the contract, the bidder agrees to present the following documents to the City of Huntington Park prior to the issuance of the Notice to Proceed: Valid certificates covering Property Damage, Liability, and Worker's Compensation insurance including the City of Huntington Park as additionally insured, and a copy of a valid Contractor's License, SAM.gov and DUNS numbers.

It is further agreed that if awarded this contract, 5% of all requested payouts would be retained until the project is completed to the approval of the owner and all approving agents. Completion of this project will require 05 calendar days.

Contractor: Sarabang Construction INC	Lic. No. & Class 897724
Signature:	Phone No.: 818-4024268
Address: 11905 Darlene Ln Moorpark CA 93021	

Work Requested -	**Estimated Cost**
1) ***Door Frames (Interior and Exterior Sides to the Living Room)*** – All paint on the ***"friction"*** portions of the lead-laden door components must be removed down to bare substrate. All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing the door components with a suitable encapsulant. Any surface treated in this manner **MUST BE "PAINT READY."** –	$ 300.00
Alternatively - The lead-laden door frames may be removed and replaced. Removal must be done in a manner that minimizes damage to adjacent surfaces. ANY REMOVAL OF DOOR COMPONENTS MUST BE COORDINATED WITH THE GENERAL CONTRACTOR (GC) SO THAT THE PROPERTY IS NOT LEFT UNSECURED.	$ N/A
2) ***Interior - Casement Window Components in Living Room*** - All paint on the ***"friction"*** portions of the lead-laden window components must be removed down to bare substrate. All loose and peeling paint that can be lifted with thumbnail pressure will be removed from the entire window *(friction and non-friction surfaces)*. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing all areas of the window components with a suitable encapsulant. Any surface treated in this manner **MUST BE "PAINT READY."** –	$ 1,000.00
Alternatively - The lead-laden window components may be removed and replaced. Removal must be done in a manner that minimizes damage to adjacent surfaces. ANY REMOVAL OF WINDOWS MUST BE COORDINATED WITH THE GENERAL CONTRACTOR (GC) SO THAT THE PROPERTY IS NOT LEFT UNSECURED. Number of windows to be treated: 1	$ 1,000.00

Work Requested -	Estimated Cost
3) ***Exterior - Window Components*** - All paint on the ***"friction"*** portions of the lead-laden window components must be removed down to bare substrate. All loose and peeling paint that can be lifted with thumbnail pressure will be removed from the entire window *(friction and non-friction surfaces)*. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing all areas of the window components with a suitable encapsulant. Any surface treated in this manner **MUST BE "PAINT READY."** –	$ 2,000.00
Alternatively - The lead-laden window components may be removed and replaced. Removal must be done in a manner that minimizes damage to adjacent surfaces. ANY REMOVAL OF WINDOWS MUST BE COORDINATED WITH THE GENERAL CONTRACTOR (GC) SO THAT THE PROPERTY IS NOT LEFT UNSECURED. Number of windows to be treated: 05	$ 500.00
4) ***Exterior - Wooden Walls*** - All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing with a suitable encapsulant. Any surface treated in this manner **MUST BE "PAINT READY."**	$ 8,000.00
5) ***Exterior - Roof Trim (older fascia boards and rafters)*** - All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. Any broken, rotten, or termite damaged wood shall be replaced. All affected areas will be sealed with a suitable encapsulant. All surfaces treated in this manner **MUST BE "PAINT READY."**	$ 3,000.00

Work Requested -	Estimated Cost
6) ***Exterior - Columns, Beams and Ceiling at Front Porch*** - All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing with a suitable encapsulant. Any surface treated in this manner **MUST BE "PAINT READY."**	$ 1,000.00
7) ***Exterior - Vents*** - All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. Any broken, rotten, or termite damaged wood shall be replaced. All affected areas will be sealed with a suitable encapsulant. All surfaces treated in this manner **MUST BE "PAINT READY."**	$ N/A
8) ***Exterior - Corner Boards (on all sides)*** - All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. Any broken, rotten, or termite damaged wood shall be replaced. All affected areas will be sealed with a suitable encapsulant. All surfaces treated in this manner **MUST BE "PAINT READY."**	$ 500.00
9) ***Exterior - Roof Support Beams*** - All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. Any broken, rotten, or termite damaged wood shall be replaced. All affected areas will be sealed with a suitable encapsulant. All surfaces treated in this manner **MUST BE "PAINT READY."**	$ 300.00

Work Requested -	Estimated Cost
10) ***Exterior - Access Panels*** - All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. Any broken, rotten, or termite damaged wood shall be replaced. All affected areas will be sealed with a suitable encapsulant. All surfaces treated in this manner **MUST BE "PAINT READY."**	$ 300.00
11) Because the dust wipe samples indicated a level of lead **above** the specified regulatory limit, all floors, window sills, and window wells should be properly cleaned *(HEPA / TSP Equivalent / HEPA).*	$ 500.00
12) Since the soil sample indicated a level of lead **above** the specified regulatory limit, it is recommended that an interim control be used. A surface covering should be used to act as a barrier between the bare, lead-contaminated soil and people and pets. Surface coverings include: Grass or other live ground covers, artificial turf, bark and gravel.	$ 800.00
13) **Waste Disposal (Hazardous & Non-hazardous)**	$ 575.00
14) **Total Lead Abatement Cost**	$ 19,775.00

All work must be in compliance with these Abatement Specifications, current HUD Guidelines, and California DHS/CDPH Title 17. Any additional work or changes that the Contractor deems appropriate to enhance the competitiveness of this bid may be added as an addendum to this form. Please fill out all requested information that follows:

Company Name: Sarahang Construction INC

Date of Bid: 10/30/2018

Company Phone #: 818-4024268

Total amount of Bid: $ 19,775.00

Contact Person: Faraz K Sarahang

Estimated Time of Completion: 02 Weeks

I Faraz K Sarahang hereby acknowledge that any work performed by on the above listed property will be done in compliance with these abatement specifications as well as all laws and regulations governing this type of activity.

Authorized Signature

CITY OF HUNTINGTON PARK
LEAD BASED PAINT GRAN PROGRAM

HEALTHY HOMES WORK DESCRIPTION AND BID PROPOSAL FORM

Name:	Maria Moreno Conrique (Owner)	APN No.:	6324-036-028
Address:	6726 ½ Newell Street	Tel. No.:	(323) 241-8381
City:	Huntington Park 90255	Date:	October 15, 2018

All work is to be done per City of Huntington Park building, planning and public works codes. In order to establish standards of quality, the detailed specifications may refer to a certain product by name and/or from a major manufacturer. This procedure is not to be construed as eliminating from competition of other product of equal or better quality by other manufacturers. The contractor shall finish the list of proposed desired substitutions prior to signing of the contract. All items listed on work write-up, unless otherwise specified, shall include all finish work, including all trim hardware, patching, and finish painting and/or staining. All overhead and profit should be included in each line item. All materials to be installed require owner(s) review and approval.

WORK DESCRIPTION AND STANDARD SPECIFICATIONS

1.		**Ground Fault Circuit Interceptors:** Install new ground fault circuit interceptor (GFCI) receptacles in the within 6 feet of the Bathroom (1) and Kitchen (1) in accordance with Section 210-8 of the National Electrical Code. ***City Permit Cost: 1-3 $60***	$	300.00
2.		**Smoke and Carbon Monoxide Detectors:** Install a total of one (1) new smoke and carbon monoxide (combo) detectors in bedrooms (3), hallway (2), and living room (1) areas at a point centrally located.	$	300.00
3.		**Exterior Vents:** Replace a total of 2 Foundation Vents and 1 Access Panel	$	200.00
4		**Complete installation of back bathroom window:** Include widow trim and seal.	$	300.00
5.		**Repair Exterior Siding:** Remove and replace all damaged siding on the back of the property. Replacement pieces of the siding shall match existing conditions on the residence. The repair shall include the preparation of the siding, installation of 1 coat of primer and 2 coats of paint to match existing conditions.	$	1,000.00
6.		**Replace Damaged and Missing Posts:** Remove and replace post at the back of the property, where porch existed. Install missing support posts to building code. Provide siding over and paint.	$	800.00
		TOTAL:	$	2,900.00

NOTE:

All work shall include the protection of dwelling, fixtures and furnishings, as well as maintaining the premises clean at all times.
All debris resulting from any work conducted in connection with this contract shall be the property of the contractor, who is responsible for its timely removal and lawful disposal.
Work site shall be maintained in a clean and orderly manner, and upon completion, property shall be left in a "broom clean" condition.

A. **LICENSES, FEES, PERMITS AND CLEARANCES**

The selected contractor is responsible for the obtaining all required approvals, permits, and inspections, and is required to possess a valid City of Huntington Park business license.

B. **INSPECTIONS**

The Contractor shall request all inspections and approvals of construction required by the City of Huntington Park. No item shall be considered completed until it has been inspected and approved by the City of Huntington Park.

C. **WARRANTY**

The Contractor shall assure the quality of materials and workmanship provided under the Contract for a period of one year. Upon notice from the City, the Contractor shall repair or remedy any defects in material or workmanship, and pay for any damage from such defects which may appear within the period of one year from the date of recordation of Notice of Completion. The Contractor shall furnish the Owner with all manufacturer's written guarantees and warranties covering materials and equipment furnished under Contract.

D. **MATERIAL AND LABOR LIEN RELEASES**

Process payments will be authorized and released by the City's authorized representatives only if invoice(s) is accompanied by weekly payroll reports and respective material and labor lien releases.

Under the guidelines for this program, homeowner(s) are responsible for the removal and replacement of rugs, draperies, coverings, and furniture as necessary.

The undersigned, having become thoroughly familiar with the terms and conditions of the proposed Contract Documents and with local conditions affecting the performance and costs of the work at the place where the work is to be completed, and having fully inspected the site in all particulars, hereby proposed and agree to fully perform the work within the time stated and in strict accordance with the proposed Contract Document including furnishing of any and all labor, materials, services necessary equipment and to do all work required to construct, and complete said work in accordance with the Contract Documents for the sum of money as indicated on the Work Description and Bid Proposal Form.

If awarded the contract, the bidder agrees to present the following documents to the City of Huntington Park prior to the issuance of the Notice to Proceed: Valid certificates covering Property Damage, Liability, and Worker's Compensation insurance including the City of Huntington Park as additionally insured, and a copy of a valid Contractor's License, SAM.gov and DUNS numbers.

It is further agreed that if awarded this contract, 5% of all requested payouts would be retained until the project is completed to the approval of the owner and all approving agents. Completion of this project will require 05 calendar days.

Contractor: Sarahang Construction INC	Lic. No. & Class: 897724
Signature:	Phone No.: 818-4024268
Address: 11905 Darlene Ln Moorpark CA 93021	

SAM Search Results
List of records matching your search for :

Record Status: Active
CAGE Code: 7swq5

ENTITY Sarahang Construction, Inc		Status: Active
DUNS: 786020961 +4:	CAGE Code: 7SWQ5	DoDAAC:
Expiration Date: 02/28/2019	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 11905 Darlene Ln City: Moorpark ZIP Code: 93021-1022	State/Province: CALIFORNIA Country: UNITED STATES	

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/21/18

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

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

PRODUCER
Ferranto Insurance Services, Inc.
1401 Willow Pass Road Ste 105
Concord, CA 94520
0D91034

CONTACT NAME: Sean LaPierre
PHONE (A/C, No, Ext): 925-674-1755 FAX (A/C, No): 925-674-1663
E-MAIL ADDRESS: cs@ferranteinsurance.com

INSURED
Sarahang Construction, Inc.
11905 Darlene Ln
Moorpark, CA 93021

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Lloyd's Synd 1991	AA1120142
INSURER B:	State Compensation Ins. Fund	35076
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			CISDTW003980 18	06/06/18	06/06/19	EACH OCCURRENCE $ DAMAGE TO RENTED PREMISES (Ea occurrence) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMP/OP AGG $	1,000,000 100,000 5,000 1,000,000 2,000,000 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $	
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE $ AGGREGATE $	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			9236867-2018	08/16/18	08/16/19	X PER STATUTE OTH-ER E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $	1,000,000 1,000,000 1,000,000

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

Certificate to provide proof of insurance.

CERTIFICATE HOLDER

The City of Huntington Park, its elected and appointed officials, officers, employees, agents, and volunteers are included as additional insured.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

State Of California

CONTRACTORS STATE LICENSE BOARD

ACTIVE LICENSE

Consumer Affairs

License Number **897724**

Entity CORP

Business Name SARAHANG CONSTRUCTION INC

Classification(s) B

Expiration Date 06/30/2019

www.cslb.ca.gov

City of Huntington Park
City Hall
6550 Miles Ave.
Huntington Park CA 90255-1519
(323) 584-6232

Business License /Permit NO 19-00026806
DISPLAY IN A PROMINENT PLACE

This License issued Subject to the conditions Listed on the Reverse side hereof		State License Number 897724 06/30/19
LICENSE NOT TRANSFERABLE	BOFE NO	Business License Number 19-00026806
Type of Business	GENERAL CONTRACTOR	Account Number 0021764
Business Location		License Stamp / Tag
Business Name	SARAHANG, FARAZ KARIM	License Valid From February 22, 2018
Owner Name		License Expires February 28, 2019
Mailing Address	11905 DARLENE LN MOORPARK CA 93021	Date Issued September 12, 2018

By

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
SARAHANG CONSTRUCTION INC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
11905 Darlene Ln

Requester's name and address (optional)

6 City, state, and ZIP code
MOORPARK CA 93021

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
20-5882684

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here **Signature of U.S. person ▶** **Date ▶** 05/24/2017

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

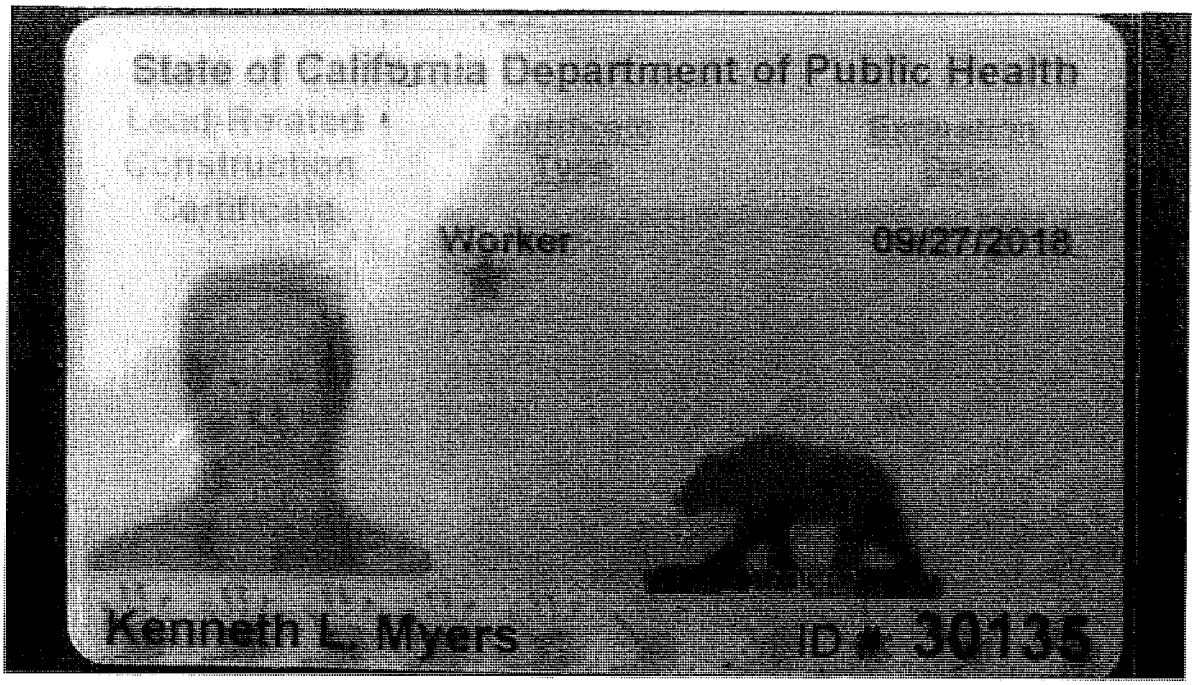
- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

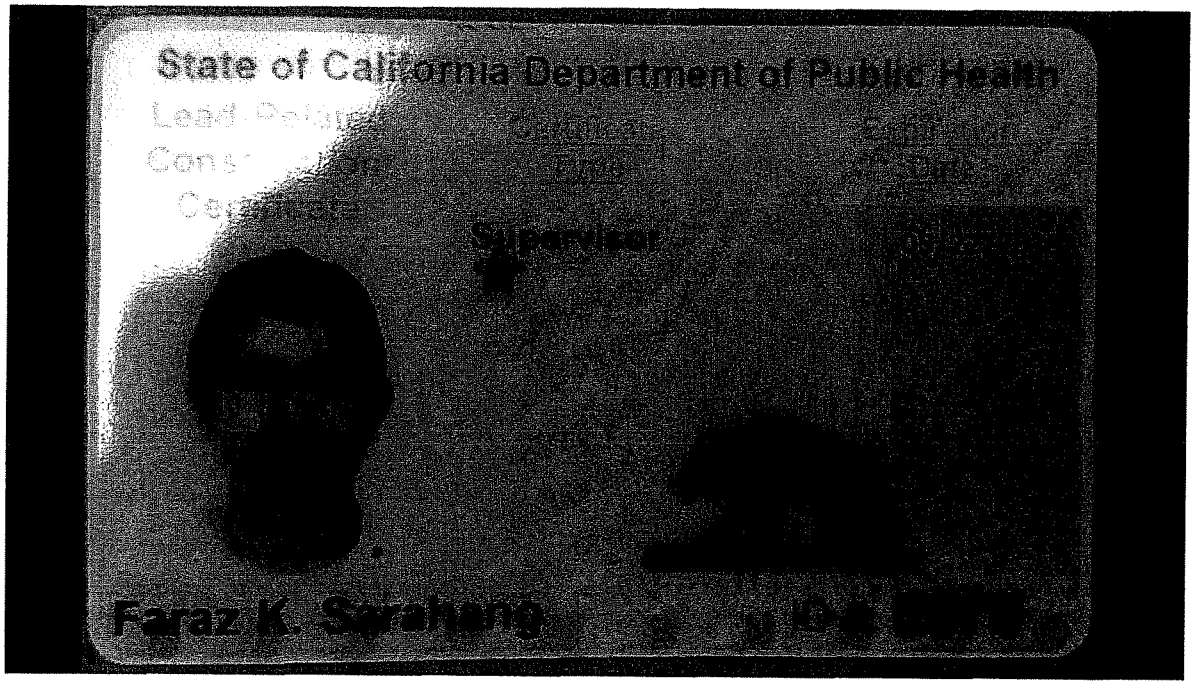
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.


State of California Department of Public Health
Worker
09/27/2018
Kenneth L. Myers
ID # 30135


State of California Department of Public Health
Supervisor
Faraz K. Sarahang

State of California Department of Public Health

Worker

05/23/2019

Ramiro Castillo

22909

State of California Department of Public Health

[redacted]

[redacted]

ID #: 23567

CITY OF HUNTINGTON PARK

City Manager's Office
City Council Agenda Report

January 15, 2019

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL OF AN AWARD OF A CONTRACT TO SARAHANG CONSTRUCTION, INC. IN CONNECTION WITH THE CITY'S LEAD BASED PAINT PROGRAM FOR PROPERTY LOCATED AT 6205 RUGBY AVENUE, HUNTINGTON PARK, CALIFORNIA

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve contract with Sarahang Construction, Inc. for an amount of $23,800 to remediate lead-based paint hazards interventions on a single-family unit located at 6205 Rugby Avenue; 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 (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.

The owner residing at the single-family property located at 6205 Rugby Avenue is qualified to participate the program. The City received bids from two (2) qualified contractors for the scope of work. The following table summarize the bids received:

Contractor	Bid Amount
Sarahang Construction, Inc.	$23,800
Vizion's West, Inc.	$40,840

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 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

3. Removal of lead positive dust from all floors window sills and window wells positive for lead based paint

4. Window replacement that tests positive for lead based paint

5. Paint/color match interior and exterior treated areas

6. Healthy homes interventions focusing on allergen reduction, moisture control, pest management, and injury prevention

FISCAL IMPACT/FINANCING

The funding of $23,800 for this program is included in the FY 2018-19 Budget in account number 246-0298-463.73-10 (Lead Based Paint Grant Program).

CONCLUSION

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

Respectfully submitted,

RICARDO REYES
City Manager

ATTACHMENT(S)

A. Bid Evaluation
B. Contract for the Lead Based Paint Hazard Control Program

ATTACHMENT “A”

CITY OF HUNTINGTON PARK Lead Based Paint Grant Program
Bid Evaluation

6205 Rugby Ave

	6205 Rugby Ave.				
	ITEM	**Visions**	**Alternative**	**Sarahang**	**Alternative**
	LBPH				
1	Exterior Doors Components at Living Room	275		300	
2	Exterior Door Frames at Bedroom 1 & Hall 2	850		900	
3	Interior Window Components Bed 1, Bed 2, Kitchen, Laundry & Sun Room (20)		17,160		10,000
4	Interior Door Frames at Laundary Room, Bathroom 2 & Sun Room	550		900	
5	Closet Shelf Supports Stairway Closet	95		300	
6	Wooden Ceiling, Attic Access & Horizontal Trim (above doors)	490		500	
7	Exterior Window Components	5,605		-	
8	Roof Trim (Rafters & Fascia Boards All Sides)	5,500		3,000	
9	Exterior Columns & Beams at front Porch	150		1,000	
10	Exterior Horizontal Trim at Front Porch (Trim at Top of Columns)	950		1,000	
11	Exterior Vents	590		500	
12	Exterior Crown Molding on South, West, & North Sides	1,590		500	
13	Exterior Horizontal (White Trim)	2,890		500	
14	Exterior Metal Pipe (West Side Near Basement)	950		500	
15	Dust Wipe all floors, window sills, & window wells	1,450		500	
16	Waste Disposal	550		600	
	Subtotal	**$ 22,485**	**$ 17,160**	**$ 11,000**	**$ 10,000**
	TOTAL LEAD	**$ 39,645**		**$ 21,000**	

	6205 Rugby Ave.	Visions		Sarahang	
	Healthy Homes				
1	GFCI (2)	295		400	
2	Smoke & Carbon Monoxide Detectors (2)	360		200	
3	Install Light Fixtures (7)	190		500	
4	Replace Front Top Sun Room Fascia			500	
5	Install New Wrought Iron Railing- Back Door Steps	350		1,200	
	Subtotal	**$ 1,195**	**$ -**	**$ 2,800**	**$ -**
	TOTAL	**$ 40,840**		**$ 23,800**	

Alternative Costs - Change out 20 windows

Sarahang- Lead & HH **$23,800**

ATTACHMENT “B”

LEAD HAZARD CONTROL PROGRAM

This Agreement, is made and entered into this **18th day of December, 2018**, by and between the City of Huntington Park (hereinafter "City") **Jorge and Edna Guzman** (hereinafter "Owners") 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 **6205 Rugby Avenue,** 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 **December 18, 2018.** 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 **Twenty-Three Thousand Eight Hundred Dollars ($23,800)**.

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 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 **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) 674-1755

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 ad 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: Jorge and Edna Guzman
6205 Rugby Ave
Huntington Park, CA 90255

Contractor: Sarahang Construction, Inc.
Attn: Karim Sarahang
11905 Darlene Ln.
Moorpark, CA 93021

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(S)

_____ _____
Signature Date

_____
Name

CONTRACTOR

_____ _____
Signature Date

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.

_____ _____
Ricardo Reyes, City Manager Date

EXHIBIT A
Lead Based Paint Abatement & Healthy Homes Specifications

EXHIBIT A
Lead Based Paint Abatement & Healthy Homes Specifications

Maria Torres

Subject:	Mandatory Pre-Bid Walk Thru: 5957 Carmelita & 6730 Plaska & 6205 Rugby & 2176 Zoe
Start:	Thu 5/31/2018 10:00 AM
End:	Thu 5/31/2018 1:00 PM
Show Time As:	Tentative
Recurrence:	(none)
Meeting Status:	Not yet responded
Organizer:	Whitford Marin
Required Attendees:	barrowconstinc@yahoo.com; jeff.munson@pcg.com; VIZIONS WEST INC ♦; alfonso@pgjenvironmental.com; Sarahang Builders; adelator@aol.com
Optional Attendees:	Torres-Castaneda, Maria

Hi All,

We are scheduling a mandatory bid walk-thru for **Thursday, May 31, 2018 starting at @ 10:00 am** for the following 4 residential units:

1. 10:00 a.m. 5957 Carmelita Ave (2 Units)
2. 10:45 a.m. 6730 Plaska Ave (1 Unit)
3. 11:30 a.m. 6205 Rugby Ave (1 Unit)
4. 12:15 p.m. 2176 Zoe Ave (1 Unit)

Due by **Monday, June 11, 2018**. Also, please remember **to include cost to paint/color match all interior and exterior encapsulated areas.**

Only those bids submitted by the due date will be considered. When submitting your bid, please place the Property address in the "Subject" area of the email.

Thank you and hope to see you all at the walk-thru.

P.S. I will send another email with Report and Specs for 6205 Rugby & 2176 Zoe

Please ensure that all your licenses and insurance information is up to date and your City of HP business license is paid. Remember to submit your City permits *(if require [windows & GFCI required]...please check with Planning)* at the time of requesting Final payment.

5957 Carmelita LBP Report.pdf 5957 Carmelita LBP Spec.pdf 6730 Plaska LBP Report.pdf 6730 Plaska LBP Spec.pdf

Kind Regards,
Whitford Marin | Management Analyst
City of Huntington Park | Community Development Department

CITY OF HUNTINGTON PARK Lead Based Paint Grant Program
Bid Evaluation

6205 Rugby Ave

	6205 Rugby Ave.				
	ITEM	Visions	Alternative	Sarahang	Alternative
	LBPH				
1	Exterior Doors Components at Living Room	275		300	
2	Exterior Door Frames at Bedroom 1 & Hall 2	850		900	
3	Interior Window Components Bed 1, Bed 2, Kitchen, Laundry & Sun Room (20)		17,160		10,000
4	Interior Door Frames at Laundary Room, Bathroom 2 & Sun Room	550		900	
5	Closet Shelf Supports Stairway Closet	95		300	
6	Wooden Ceiling, Attic Access & Horizontal Trim (above doors)	490		500	
7	Exterior Window Components	5,605		-	
8	Roof Trim (Rafters & Fascia Boards All Sides)	5,500		3,000	
9	Exterior Columns & Beams at front Porch	150		1,000	
10	Exterior Horizontal Trim at Front Porch (Trim at Top of Columns)	950		1,000	
11	Exterior Vents	590		500	
12	Exterior Crown Molding on South, West, & North Sides	1,590		500	
13	Exterior Horizontal (White Trim)	2,890		500	
14	Exterior Metal Pipe (West Side Near Basement)	950		500	
15	Dust Wipe all floors, window sills, & window wells	1,450		500	
16	Waste Disposal	550		600	
	Subtotal	$ 22,485	$ 17,160	$ 11,000	$ 10,000
	TOTAL LEAD	$ 39,645		$ 21,000	

	6205 Rugby Ave.	Visions		Sarahang	
	Healthy Homes				
1	GFCI (2)	295		400	
2	Smoke & Carbon Monoxide Detectors (2)	360		200	
3	Install Light Fixtures (7)	190		500	
4	Replace Front Top Sun Room Fascia			500	
5	Install New Wrought Iron Railing- Back Door Steps	350		1,200	
	Subtotal	$ 1,195	$ -	$ 2,800	$ -
	TOTAL	$ 40,840		$ 23,800	

Alternative Costs - Change out 20 windows

Sarahang- Lead & HH **$23,800**

Work Requested -	**Estimated Cost**
1) ***Exterior Doors Components at Living Room*** – All paint on the ***"friction"*** portions of the lead-laden door components must be removed down to bare substrate. All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing the door components with a suitable encapsulant. Any surface treated in this manner **MUST BE "PAINT READY."** –	$ 300.00
Alternatively - The lead-laden door components may be removed and replaced. Removal must be done in a manner that minimizes damage to adjacent surfaces. ANY REMOVAL OF DOOR COMPONENTS MUST BE COORDINATED WITH THE GENERAL CONTRACTOR (GC) SO THAT THE PROPERTY IS NOT LEFT UNSECURED.	$ 500.00
2) ***Exterior Door Frames at Bedroom 1 and Hall 2*** – All paint on the ***"friction"*** portions of the lead-laden door frames must be removed down to bare substrate. All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing the door components with a suitable encapsulant. Any surface treated in this manner **MUST BE "PAINT READY."**	$ 900.00
Alternatively - The lead-laden door frames may be removed and replaced. Removal must be done in a manner that minimizes damage to adjacent surfaces. ANY REMOVAL OF DOOR FRAMES MUST BE COORDINATED WITH THE GENERAL CONTRACTOR (GC) SO THAT THE PROPERTY IS NOT LEFT UNSECURED.	$ 1,200.00

Work Requested -	Estimated Cost
3) ***Interior Window Components in Bedroom 1, Kitchen, Laundry Room Bedroom 2 and Sun Room*** - All paint on the ***"friction"*** portions of the lead-laden window components must be removed down to bare substrate. All loose and peeling paint that can be lifted with thumbnail pressure will be removed from the entire window *(friction and non-friction surfaces)*. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing all areas of the window components with a suitable encapsulant. Any surface treated in this manner **MUST BE "PAINT READY."**	$ 10,000.00
Alternatively - The lead-laden window components may be removed and replaced. Removal must be done in a manner that minimizes damage to adjacent surfaces. ANY REMOVAL OF WINDOWS MUST BE COORDINATED WITH THE GENERAL CONTRACTOR (GC) SO THAT THE PROPERTY IS NOT LEFT UNSECURED. Number of windows to be treated: 20	$ 10,000.00
4) ***Interior Door Frames at Laundry Room, Bathroom 2 and Sun Room*** All paint on the ***"friction"*** portions of the lead-laden door components must be removed down to bare substrate. All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing the remaining paint with a suitable encapsulant. Any surface treated in this manner **MUST BE "PAINT READY."**	$ 900.00
Alternatively - The lead-laden door components may be removed and replaced. Removal must be done in a manner that minimizes damage to adjacent surfaces. ANY REMOVAL OF DOOR COMPONENTS MUST BE COORDINATED WITH THE GENERAL CONTRACTOR (GC) SO THAT THE PROPERTY IS NOT LEFT UNSECURED.	$ 1,200.00

Work Requested -	Estimated Cost
5) ***Closet Shelf Supports in Stairway Closet*** - All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing with a suitable encapsulant. Any surface treated in this manner **MUST BE "PAINT READY."**	$ 300.00
6) ***Wooden Ceiling, Attic Access and Horizontal Trim (trim above doors) in the Sun Room*** – All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing with a suitable encapsulant. Any surface treated in this manner **MUST BE "PAINT READY."**	$ 500.00
7) ***Exterior Window Components*** - All paint on the ***"friction"*** portions of the lead-laden window components must be removed down to bare substrate. All loose and peeling paint that can be lifted with thumbnail pressure will be removed from the entire window *(friction and non-friction surfaces)*. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing all areas of the window components with a suitable encapsulant. Any surface treated in this manner **MUST BE "PAINT READY."**	$ ___
Alternatively - The lead-laden window components may be removed and replaced. Removal must be done in a manner that minimizes damage to adjacent surfaces. ANY REMOVAL OF WINDOWS MUST BE COORDINATED WITH THE GENERAL CONTRACTOR (GC) SO THAT THE PROPERTY IS NOT LEFT UNSECURED. Number of windows to be treated: _____	$ ___

Work Requested -	Estimated Cost
8) ***Roof Trim (Rafters & Fascia Boards on All Sides of House)*** – All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. Any broken, rotten, or termite damaged wood shall be replaced. All affected areas will be sealed with a suitable encapsulant. All surfaces treated in this manner **MUST BE "PAINT READY."**	$ 3,000.00
9) ***Exterior Columns and Beams at Front Porch*** - All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing with a suitable encapsulant. Any surface treated in this manner **MUST BE "PAINT READY."**	$ 1,000.00
10) ***Exterior Horizontal Trim at Front Porch (Trim at Top of Columns)*** - All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing with a suitable encapsulant. Any surface treated in this manner **MUST BE "PAINT READY."**	$ 1,000.00
11) ***Exterior Vents*** - All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing with a suitable encapsulant. Any surface treated in this manner **MUST BE "PAINT READY."**	$ 500.00

Work Requested -	Estimated Cost
12) ***Exterior Crown Molding on South, West and North Sides*** - All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing with a suitable encapsulant. Any surface treated in this manner **MUST BE "PAINT READY."**	$ 500.00
13) ***Exterior Horizontal (White Trim)*** - All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing with a suitable encapsulant. Any surface treated in this manner **MUST BE "PAINT READY."**	$ 500.00
14) ***Exterior Metal Pipe (West Side Near Basement)*** - All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing with a suitable encapsulant. Any surface treated in this manner **MUST BE "PAINT READY."**	$ 500.00
15) Because the dust wipe samples indicated a level of lead **above** the specified regulatory limit, all floors, window sills, and window wells should be properly cleaned *(HEPA / TSP Equivalent / HEPA).* Since the soil sample indicated a level of lead **above** the specified regulatory limit, it is recommended that an interim control be used. A surface covering should be used to act as a barrier between the bare, lead-contaminated soil and people and pets. Surface coverings include: Grass or other live ground covers, artificial turf, bark and gravel.	$ 500.00
16) **Waste Disposal (Hazardous & Non-hazardous)**	$ 600.00
17) **Total Lead Abatement Cost**	$ 21,000

All work must be in compliance with these Abatement Specifications, current HUD Guidelines, and California DHS/CDPH Title 17. Any additional work or changes that the Contractor deems appropriate to enhance the competitiveness of this bid may be added as an addendum to this form. Please fill out all requested information that follows:

Company Name: Sarahang Construction INC

Company Phone #: 818-4024268

Contact Person: Faraz K Sarahang

Date of Bid: 11/17/2018

Total amount of Bid: $ 21,00.00

Estimated Time of Completion: 02 weeks

I Faraz K Sarahang hereby acknowledge that any work performed by on the above listed property will be done in compliance with these abatement specifications as well as all laws and regulations governing this type of activity.

Authorized Signature

CITY OF HUNTINGTON PARK
LEAD BASED PAINT GRAN PROGRAM

SARAHANG

HEALTHY HOMES WORK DESCRIPTION AND BID PROPOSAL FORM

Name:	Jorge & Edna Guzman (Owner)	APN No.:	6340-019-024
Address:	6205 Rugby Ave	Tel. No.:	(323) 388-1058
City:	Huntington Park 90255	Date:	November 7, 2018

All work is to be done per City of Huntington Park building, planning and public works codes. In order to establish standards of quality, the detailed specifications may refer to a certain product by name and/or from a major manufacturer. This procedure is not to be construed as eliminating from competition of other product of equal or better quality by other manufacturers. The contractor shall finish the list of proposed desired substitutions prior to signing of the contract. All items listed on work write-up, unless otherwise specified, shall include all finish work, including all trim hardware, patching, and finish painting and/or staining. All overhead and profit should be included in each line item. All materials to be installed require owner(s) review and approval.

WORK DESCRIPTION AND STANDARD SPECIFICATIONS

1.		**Ground Fault Circuit Interceptors:** Install new ground fault circuit interceptor (GFCI) receptacles in the within 6 feet of the Bathroom (1) and Kitchen (1) in accordance with Section 210-8 of the National Electrical Code. ***City Permit Cost: 1-3 $60***	$	400.00
2.		**Smoke and Carbon Monoxide Detectors:** Install a total of 2 new smoke and carbon monoxide (combo) detectors in bedrooms, hallway, and living room areas at a point centrally located.	$	200.00
3.		**Install Light Cover Fixtures:** Install missing 7 Light Cover Fixtures: Bedrooms, hallway, bathroom, and porch.	$	500.00
4.		**Replace Front Top Sun Room Fascia**	$	500.00
5.		**Install New Wrought Iron Railing:** Install wrought iron railing at the back steps (both sides). Install a new wrought iron railing in conformance with Section 1003.3.3 of the Uniform Building Code. The contractor shall prime and install 2 coats of paint to the railing. The owner shall select the color prior to the installation	$	1,200.00
		TOTAL:	$	2,800.00

NOTE:

All work shall include the protection of dwelling, fixtures and furnishings, as well as maintaining the premises clean at all times.
All debris resulting from any work conducted in connection with this contract shall be the property of the contractor, who is responsible for its timely removal and lawful disposal. Work site shall be maintained in a clean and orderly manner, and upon completion, property shall be left in a "broom clean" condition.

A. LICENSES, FEES, PERMITS AND CLEARANCES

The selected contractor is responsible for the obtaining all required approvals, permits, and inspections, and is

required to possess a valid City of Huntington Park business license.

B. **INSPECTIONS**

The Contractor shall request all inspections and approvals of construction required by the City of Huntington Park. No item shall be considered completed until it has been inspected and approved by the City of Huntington Park.

C. **WARRANTY**

The Contractor shall assure the quality of materials and workmanship provided under the Contract for a period of one year. Upon notice from the City, the Contractor shall repair or remedy any defects in material or workmanship, and pay for any damage from such defects which may appear within the period of one year from the date of recordation of Notice of Completion. The Contractor shall furnish the Owner with all manufacturer's written guarantees and warranties covering materials and equipment furnished under Contract.

D. **MATERIAL AND LABOR LIEN RELEASES**

Process payments will be authorized and released by the City's authorized representatives only if invoice(s) is accompanied by weekly payroll reports and respective material and labor lien releases.

Under the guidelines for this program, homeowner(s) are responsible for the removal and replacement of rugs, draperies, coverings, and furniture as necessary.

The undersigned, having become thoroughly familiar with the terms and conditions of the proposed Contract Documents and with local conditions affecting the performance and costs of the work at the place where the work is to be completed, and having fully inspected the site in all particulars, hereby proposed and agree to fully perform the work within the time stated and in strict accordance with the proposed Contract Document including furnishing of any and all labor, materials, services necessary equipment and to do all work required to construct, and complete said work in accordance with the Contract Documents for the sum of money as indicated on the Work Description and Bid Proposal Form.

If awarded the contract, the bidder agrees to present the following documents to the City of Huntington Park prior to the issuance of the Notice to Proceed: Valid certificates covering Property Damage, Liability, and Worker's Compensation insurance including the City of Huntington Park as additionally insured, and a copy of a valid Contractor's License, SAM.gov and DUNS numbers.

It is further agreed that if awarded this contract, 5% of all requested payouts would be retained until the project is completed to the approval of the owner and all approving agents. Completion of this project will require 05 calendar days.

Contractor: Sarahang Construction INC	Lic. No. & Class 897724
Signature:	Phone No.: 818-4024268
Address: 11905 Darlene Ln Moorpark CA 93021	

Contractor's License Detail for License # 897724

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.
Per B&P 7071.17 , only construction related civil judgments reported to the CSLB are disclosed.
Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Business Information

SARAHANG CONSTRUCTION INC
11905 DARLENE LANE
MOORPARK, CA 93021
Business Phone Number:(818) 402-4268

Entity Corporation
Issue Date 06/04/2007
Expire Date **06/30/2019**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

B - GENERAL BUILDING CONTRACTOR

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with BUSINESS ALLIANCE INSURANCE COMPANY.
Bond Number: G71116037851
Bond Amount: $15,000
Effective Date: 12/01/2017
Cancellation Date: 12/01/2018
Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual FARAZ KARIM SARAHANG certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
Effective Date: 06/04/2007

Workers' Compensation

This license has workers compensation insurance with the STATE COMPENSATION INSURANCE FUND
Policy Number:9236867
Effective Date: 08/16/2018
Expire Date: 08/16/2019
Workers' Compensation History

Other

SAM Search Results
List of records matching your search for :

Record Status: Active
CAGE Code: 7swq5

ENTITY Sarahang Construction, Inc		Status: Active
DUNS: 786020961 +4:	CAGE Code: 7SWQ5	DoDAAC:
Expiration Date: 02/28/2019	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 11905 Darlene Ln City: Moorpark ZIP Code: 93021-1022	State/Province: CALIFORNIA Country: UNITED STATES	

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/21/18

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

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

PRODUCER
Ferrante Insurance Services, Inc.
1401 Willow Pass Road Ste 105
Concord, CA 94520
0D91034

CONTACT NAME: Sean LaPierre
PHONE (A/C, No, Ext): 925-674-1755 FAX (A/C, No): 925-674-1663
E-MAIL ADDRESS: cs@ferranteinsurance.com

INSURER(S) AFFORDING COVERAGE — NAIC #
INSURER A: Lloyd's Synd 1991 — AA1120142
INSURER B: State Compensation Ins. Fund — 35076
INSURER C:
INSURER D:
INSURER E:
INSURER F:

INSURED
Sarahang Construction, Inc.

11905 Darlono Ln
Moorpark, CA 93021

COVERAGES — CERTIFICATE NUMBER: — REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			CISOTW003980 18	06/06/18	06/06/19	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A		9236867-2018	08/16/18	08/16/19	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

Certificate to provide proof of insurance

CERTIFICATE HOLDER

The City of Huntington Park, its elected and appointed officials, officers, employees, agents, and volunteers are included as additional insured.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

City of Huntington Park
City Hall
6550 Miles Ave.
Huntington Park CA 90255-1519
(323) 584-6232

Business License /Permit NO 19-00026806
DISPLAY IN A PROMINENT PLACE

This License issued Subject to the conditions Listed on the Reverse side hereof

LICENSE NOT TRANSFERABLE

BOFE NO

State License Number
897724 06/30/19

Business License Number
19-00026806

Account Number
0021764

License Stamp / Tag

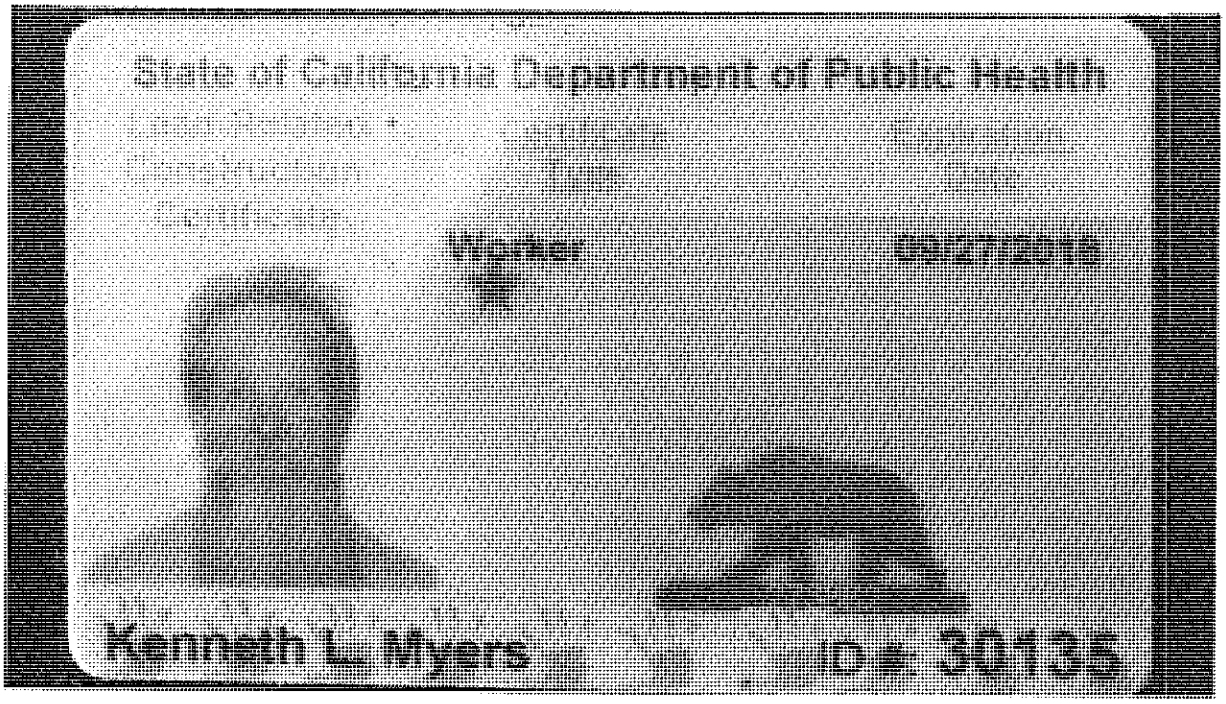
License Valid From
February 22, 2018

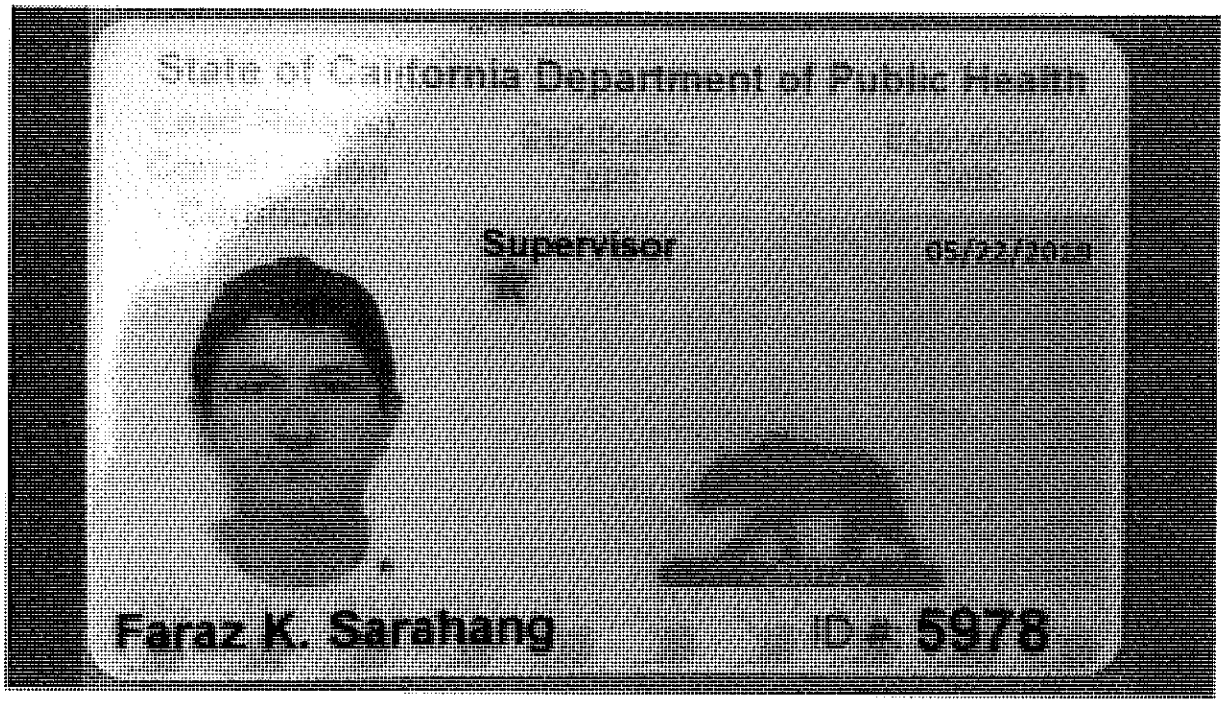
License Expires
February 28, 2019

Date Issued
September 12, 2018

Type of Business	GENERAL CONTRACTOR
Business Location	
Business Name	SARAHANG, FARAZ KARIM
Owner Name	
Mailing Address	11905 DARLENE LN MOORPARK CA 93021

By

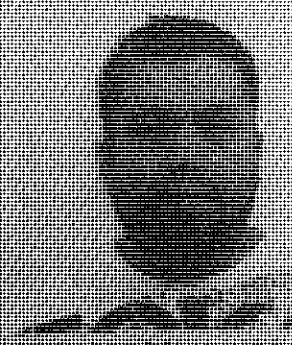

State of California Department of Public Health
Worker
Kenneth L. Myers
ID # 30135


State of California Department of Public Health
Supervisor
Faraz K. Sarahang
ID # 5978

State of California Department of Public Health

Worker

05/23/2019



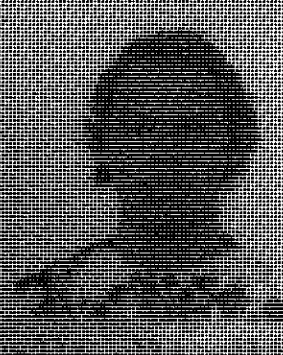
Ramiro Castillo

22909

State of California Department of Public Health

Worker

07/03/2019



Josefa D. Cruz

23567

CITY OF HUNTINGTON PARK

City Manager's Office
City Council Agenda Report

January 15, 2019

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL OF AN AWARD OF A CONTRACT TO SARAHANG CONSTRUCTION, INC. IN CONNECTION WITH THE CITY'S LEAD BASED PAINT PROGRAM FOR PROPERTY LOCATED AT 3534 LIVE OAK STREET, HUNTINGTON PARK, CALIFORNIA

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve contract with Sarahang Construction, Inc. for an amount of $28,175 to remediate lead-based paint hazards interventions on a single-family unit located at 3534 Live Oak 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 (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.

The owner residing at the single-family property located at 3534 Live Oak Street is qualified to participate the program. The City received bids from three (3) qualified contractors for the scope of work. The following table summarize the bids received:

Contractor	Bid Amount
Sarahang Construction, Inc.	$28,175
So Cal Construction	$33,270
Vizion's West, Inc.	$40,840

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 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

3. Removal of lead positive dust from all floors window sills and window wells positive for lead based paint

4. Window replacement that tests positive for lead based paint

5. Paint/color match interior and exterior treated areas

6. Healthy homes interventions focusing on allergen reduction, moisture control, pest management, and injury prevention

FISCAL IMPACT/FINANCING

The funding of $28,175 for this program is included in the FY 2018-19 Budget in account number 246-0298-463.73-10 (Lead Based Paint Grant Program).

CONCLUSION

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

Respectfully submitted,

RICARDO REYES
City Manager

ATTACHMENT(S)

A. Bid Evaluation
B. Contract for the Lead Based Paint Hazard Control Program

ATTACHMENT “A”

CITY OF HUNTINGTON PARK Lead Based Paint Grant Program
Bid Evaluation
3534 Live Oak St.

	3534 Live Oak St.						
	ITEM	Visions	Alternative	Sarahang	Alternative	So Cal	Alternative
	LEAD BPH						
1	Interior Door Frames (Living, Kitchen, Service, Garage 1, 2,3 & Laundry)	990		2,300		1,800	
2	Interior Window Components (Living, Kitchen, Service, Bedroom 2, Basement, Garage 1, 4 & Laundry)		7,150		5,500	2,400	6,600
3	Interior Wooden Walls and Ceilings: Service Porch	2,180		1,000		600	
4	Attic Acess: Service Porch	395		300		300	
5	Interior Closet Door Frame: Bedroom 2	325		300		300	
6	Cabinet Frame & Shelves: Bedroom 2	485		500		300	
7	Baseboards: Bedroom 2 Closet	850		200		300	
8	Cabinet Doors: Basement	750		300		300	
9	Cabinet Components: Laundry Room	850		500		300	
10	Cerami Tile: Kitchen	NA		NA		NA	
11	Exterior Door Frames (Living, Service, Garage 1 & Laundry)	1,180		1,500		900	
12	Exterior Window Components: All	2,145		1,000		3,600	
13	Eaves, Rafters, Facia & Soffit: All sides	3,985		4,000		6,000	
14	Exterior Beams: Front Porch	95		500		300	
15	Exterior Vents: Attic & Basement	180		200		600	
16	Exterior Beams & Ceiling: Carport	1,350		800		1,800	
17	Exterior Cabinet Frames: Gas Meter & Basement Vent	950		800		300	
18	Exterior Fixed Window Well & Window Frame: West on Garage	985		400		200	
19	Eaves and Rafters; North, East & West Sides : Garage	3,980		2,000		1,200	
20	Exterior Garage Door & Frame	650			500	300	
21	Exterior Wooden Wall: West Side of Garage (at vinyl window)	950		1,500		300	
22	HEPA: clean all floors; window sills, & window wells	890		500		1,500	
23	Waste Disposal	550		575		800	
	Subtotal	**$ 24,715**	**$ 7,150**	**$ 19,175**	**$ 6,000**	**$ 24,400**	**$ 6,600**
		$ 31,865		**$ 25,175**		**$ 31,000**	

	3534 Live Oak St.						
	ITEM	Visions		Sarahang		So Cal	
	Healthy Homes						
1	Smoke & Carbon Monoxide Detectors (2)	490		500		475	
2	Install Light Cover Fixtures- Service Porch	95		200		195	
3	GFCI: Bathroom & Kitchen	385		500		675	
4	New Electrical Receptacle in kitchen	1,150		1,000		250	
5	Replace Entry Door to Basement	695		800		675	
	Subtotal	**$ 2,815**	**$ -**	**$ 3,000**	**$ -**	**$ 2,270**	**$ -**

TOTAL	**$34,680**	**$28,175**	**$33,270**
Lead	$31,865	$25,175	$31,000
Healthy Homes	$2,815	$3,000	$2,270

ATTACHMENT “B”

LEAD HAZARD CONTROL PROGRAM

This Agreement, is made and entered into this **15th day of January, 2019**, by and between the City of Huntington Park (hereinafter "City") **Claudia Corona** (hereinafter "Owners") 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 **3534 Live Oak 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 **January 15, 2019.** 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 **Twenty-Eight Thousand One Hundred Seventy-Five Dollars ($28,175)**.

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 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 **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) 674-1755

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 ad 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: Claudia Corona
3534 Live Oak Street
Huntington Park, CA 90255

Contractor: Sarahang Construction, Inc.
Attn: Karim Sarahang
11905 Darlene Ln.
Moorpark, CA 93021

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(S)

_____ _____
Signature Date

_____
Name

CONTRACTOR

_____ _____
Signature Date

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.

_____ _____
Ricardo Reyes, City Manager Date

EXHIBIT A
Lead Based Paint Abatement & Healthy Homes Specifications

EXHIBIT A
Lead Based Paint Abatement & Healthy Homes Specifications

Maria Torres

Subject:	Mandatory Pre-Bid Walk Thru: September 6, 2018
Start:	Thu 9/6/2018 10:00 AM
End:	Thu 9/6/2018 1:00 PM
Recurrence:	(none)
Meeting Status:	Meeting organizer
Organizer:	Whitford Marin
Required Attendees:	Whitford Marin; Torres-Castaneda, Maria; Grants; barrowconstinc@yahoo.com; jeff.munson@pcg.com; VIZIONS WEST INC ♦; Alfonso Hernandez; Sarahang Builders; adelator@aol.com
Optional Attendees:	fgalvan@ph.lacounty.gov

Hi All,

We are scheduling a **Mandatory** bid walk-thru for **Thursday, September 6, 2018 starting at @ 10:00 a.m.** for the following 6 residential units:

1. 10:00 a.m. 3534 Live Oak St. (single family residence)
2. 10:45 a.m. 6700 Hollenbeck St. (single family residence)
3. 11:30 a.m. 6341 Bissell St. (single family residence)
4. 12:15 p.m. 6321 Gentry St. (3 units total)
    a. 6321 Gentry St. #B
    b. 6321 Gentry St. #C

Bids are due by **Monday, September 17, 2018**. Also, please remember **to include cost to paint/color match all interior and exterior encapsulated areas.**

Only those bids submitted by the due date will be considered. When submitting your bid, please place the Property address in the "Subject" area of the email.

Thank you and hope to see you all at the walk-thru.

Please ensure that all your licenses and insurance information is up to date and your City of HP business license is paid. Remember to submit your City permits *(if require [windows & GFCI required]...please check with Planning)* at the time of requesting Final payment.

3534 Live Oak St. LBP Spec.pdf... | 3534 Live Oak St. LBP Report.p... | 6700 Hollenbeck St. LBP Spec.p... | 6700 Hollenbeck St. LBP Repor...

CITY OF HUNTINGTON PARK Lead Based Paint Grant Program
Bid Evaluation
3534 Live Oak St.

	3534 Live Oak St.						
	ITEM	Visions	Alternative	Sarahang	Alternative	So Cal	Alternative
	LEAD BPH						
1	Interior Door Frames (Living, Kitchen, Service, Garage 1, 2,3 & Laundry)	990		2,300		1,800	
2	Interior Window Components (Living, Kitchen, Service, Bedroom 2, Basement, Garage 1, 4 & Laundry)		7,150		5,500	2,400	6,600
3	Interior Wooden Walls and Ceilings: Service Porch	2,180		1,000		600	
4	Attic Acess: Service Porch	395		300		300	
5	Interior Closet Door Frame: Bedroom 2	325		300		300	
6	Cabinet Frame & Shelves: Bedroom 2	485		500		300	
7	Baseboards: Bedroom 2 Closet	850		200		300	
8	Cabinet Doors: Basement	750		300		300	
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13	Eaves, Rafters, Facia & Soffit: All sides	3,985		4,000		6,000	
14	Exterior Beams: Front Porch	95		500		300	
15	Exterior Vents: Attic & Basement	180		200		600	
16	Exterior Beams & Ceiling: Carport	1,350		800		1,800	
17	Exterior Cabinet Frames: Gas Meter & Basement Vent	950		800		300	
18	Exterior Fixed Window Well & Window Frame: West on Garage	985		400		200	
19	Eaves and Rafters; North, East & West Sides : Garage	3,980		2,000		1,200	
20	Exterior Garage Door & Frame	650			500	300	
21	Exterior Wooden Wall: West Side of Garage (at vinyl window)	950		1,500		300	
22	HEPA: clean all floors; window sills, & window wells	890		500		1,500	
23	Waste Disposal	550		575		800	
	Subtotal	**$ 24,715**	**$ 7,150**	**$ 19,175**	**$ 6,000**	**$ 24,400**	**$ 6,600**
		$ 31,865		**$ 25,175**		**$ 31,000**	

	3534 Live Oak St.						
	ITEM	Visions		Sarahang		So Cal	
	Healthy Homes						
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2	Install Light Cover Fixtures- Service Porch	95		200		195	
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4	New Electrical Receptacle in kitchen	1,150		1,000		250	
5	Replace Entry Door to Basement	695		800		675	
	Subtotal	**$ 2,815**	**$ -**	**$ 3,000**	**$ -**	**$ 2,270**	**$ -**

TOTAL	**$34,680**	**$28,175**	**$33,270**
Lead	$31,865	$25,175	$31,000
Healthy Homes	$2,815	$3,000	$2,270

Work Requested -	Estimated Cost
1) ***Interior Door Frames (Living Room, Kitchen, Service Porch, Garage Room 1, Garage Room 2, Garage Room 3 and Laundry Room)*** – All paint on the ***"friction"*** portions of the lead-laden door components must be removed down to bare substrate. All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing the remaining paint with a suitable encapsulant. Any surface treated in this manner **MUST BE "PAINT READY."**	$ 2,300.00
Alternatively - The lead-laden door components may be removed and replaced. Removal must be done in a manner that minimizes damage to adjacent surfaces. ANY REMOVAL OF DOOR COMPONENTS MUST BE COORDINATED WITH THE GENERAL CONTRACTOR (GC) SO THAT THE PROPERTY IS NOT LEFT UNSECURED.	$ 0.00
2) ***Interior Window Components (Living Room, Kitchen, Service Porch, Bedroom 2, Basement, Garage Room 1, Laundry Room and Garage Room 4)*** All paint on the ***"friction"*** portions of the lead-laden window components must be removed down to bare substrate. All loose and peeling paint that can be lifted with thumbnail pressure will be removed from the entire window *(friction and non-friction surfaces)*. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing all areas of the window components with a suitable encapsulant. Any surface treated in this manner **MUST BE "PAINT READY."**	$ 0.00
Alternatively - The lead-laden window components may be removed and replaced. Removal must be done in a manner that minimizes damage to adjacent surfaces. ANY REMOVAL OF WINDOWS MUST BE COORDINATED WITH THE GENERAL CONTRACTOR (GC) SO THAT THE PROPERTY IS NOT LEFT UNSECURED. Number of windows to be treated: 11	$ 5,500.00

Work Requested -	Estimated Cost
3) ***Interior Wooden Walls and Wooden Ceilings in the Service Porch and Basement*** - All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing with a suitable encapsulant. Any surface treated in this manner **MUST BE "PAINT READY."**	$ 1,000.00
4) ***Attic Access in the Service Porch*** - All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing with a suitable encapsulant. Any surface treated in this manner **MUST BE "PAINT READY."**	$ 300.00
5) ***Interior Closet Door Frame in Bedroom 2*** – All paint on the ***"friction"*** portions of the lead-laden closet door frame must be removed down to bare substrate. All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing the remaining paint with a suitable encapsulant. Any surface treated in this manner **MUST BE "PAINT READY."**	$ 300.00
6) ***Cabinet Frame and Shelves in Bedroom 2 Closet*** – All paint on the ***"friction"*** portions of the lead-laden cabinet components must be removed down to bare substrate. All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing the remaining paint with a suitable encapsulant. Any surface treated in this manner **MUST BE "PAINT READY."**	$ 500.00

Work Requested -	Estimated Cost
7) ***Baseboards in Bedrooms 2 Closet*** - All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing with a suitable encapsulant. Any surface treated in this manner **MUST BE "PAINT READY."**	$ 200.00
8) ***Cabinet Doors in the Basement*** – All paint on the ***"friction"*** portions of the lead-laden cabinet components must be removed down to bare substrate. All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing the remaining paint with a suitable encapsulant. Any surface treated in this manner **MUST BE "PAINT READY."**	$ 300.00
9) ***Cabinet Components in the Laundry Room*** – All paint on the ***"friction"*** portions of the lead-laden cabinet components must be removed down to bare substrate. All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing the remaining paint with a suitable encapsulant. Any surface treated in this manner **MUST BE "PAINT READY."**	$ 500.00
10) ***Ceramic Tiled Surfaces in the Kitchen*** - The ceramic tiled surfaces are not a likely source of lead dust contamination as long as they remain intact. If future renovation or repair activities require that the tile be removed or disturbed, the task should be assigned to a lead certified abatement contractor. Any removal of ceramic tiled surfaces must utilize proper abatement, containment, and clean up procedures. Removal must be done in a manner that minimizes damage to adjacent surfaces.	$ 0.00
Alternatively - Remove all ceramic tiled surfaces utilizing proper abatement, containment, and clean up procedures. Removal must be done in a manner that minimizes damage to adjacent surfaces.	$ 0.00

Work Requested -	Estimated Cost
11) ***Exterior Door Frames (Living Room, Service Porch, Garage Room 1 and Laundry Room)*** – All paint on the ***"friction"*** portions of the lead-laden door components must be removed down to bare substrate. All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing the door components with a suitable encapsulant. Any surface treated in this manner **MUST BE "PAINT READY."**	$ 1,500.00
Alternatively - The lead-laden door components may be removed and replaced. Removal must be done in a manner that minimizes damage to adjacent surfaces. ANY REMOVAL OF DOOR COMPONENTS MUST BE COORDINATED WITH THE GENERAL CONTRACTOR (GC) SO THAT THE PROPERTY IS NOT LEFT UNSECURED.	$ 0.00
12) ***Exterior Window Components on House*** - All paint on the ***"friction"*** portions of the lead-laden window components must be removed down to bare substrate. All loose and peeling paint that can be lifted with thumbnail pressure will be removed from the entire window *(friction and non-friction surfaces)*. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing all areas of the window components with a suitable encapsulant. Any surface treated in this manner **MUST BE "PAINT READY."**	$ 1,000.00
Alternatively - The lead-laden window components may be removed and replaced. Removal must be done in a manner that minimizes damage to adjacent surfaces. ANY REMOVAL OF WINDOWS MUST BE COORDINATED WITH THE GENERAL CONTRACTOR (GC) SO THAT THE PROPERTY IS NOT LEFT UNSECURED. Number of windows to be treated: _____	$ 0.00

Work Requested -	Estimated Cost
13) ***Eaves, Rafters, Fascia and Soffit (All Sides of House)*** - All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. Any broken, rotten, or termite damaged wood shall be replaced. All affected areas will be sealed with a suitable encapsulant. All surfaces treated in this manner **MUST BE "PAINT READY."**	$4,000.00
14) ***Exterior Beams at Front Porch*** - All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing with a suitable encapsulant. Any surface treated in this manner **MUST BE "PAINT READY."**	$ 500.00
15) ***Exterior Vents on House (Attic Vents and Basement Vents)*** - All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing with a suitable encapsulant. Any surface treated in this manner **MUST BE "PAINT READY."**	$200.00
16) ***Exterior Beams and Ceiling at Carport*** - All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing with a suitable encapsulant. Any surface treated in this manner **MUST BE "PAINT READY."**	$ 800.00

Work Requested -	Estimated Cost
17) ***Exterior Cabinet Frames at Gas Meter and At Basement Vent*** - All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing with a suitable encapsulant. Any surface treated in this manner **MUST BE "PAINT READY."**	$ 800.00
18) ***Exterior Fixed Window Well and Window Frame on West Side of the Garage*** – Since these window components are "non-friction surfaces," the lead-laden window components may simply be intacted and sealed with a suitable encapsulant that is compatible with the underlying substrate and the intended paint. Any loose and peeling paint that can be lifted with thumbnail pressure will be removed from the window components. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. Any broken, rotten, or termite damaged wood shall be replaced. All areas will be sealed with a suitable encapsulant. All surfaces treated in this manner **MUST BE "PAINT READY."** –	$ 400.00
Alternatively - The lead-laden window components may be removed and replaced. Removal must be done in a manner that minimizes damage to adjacent surfaces. ANY REMOVAL OF WINDOWS MUST BE COORDINATED WITH THE GENERAL CONTRACTOR (GC) SO THAT THE PROPERTY IS NOT LEFT UNSECURED. Number of windows to be treated: _____	$0.00
19) ***Eaves and Rafters on North, East and West Sides of the Garage*** - All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. Any broken, rotten, or termite damaged wood shall be replaced. All affected areas will be sealed with a suitable encapsulant. All surfaces treated in this manner **MUST BE "PAINT READY."**	$ 2,000.00

Work Requested -	Estimated Cost
20) ***Exterior Garage Door and Garage Door Frame*** – All paint on the ***"friction"*** portions of the lead-laden garage door components must be removed down to bare substrate. All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, serews, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing the door components with a suitable encapsulant. Any surface treated in this manner **MUST BE "PAINT READY."** –	$ 0.00
Alternatively - The lead-laden garage door components may be removed and replaced. Removal must be done in a manner that minimizes damage to adjacent surfaces. ANY REMOVAL OF GARAGE DOOR COMPONENTS MUST BE COORDINATED WITH THE GENERAL CONTRACTOR (GC) SO THAT THE PROPERTY IS NOT LEFT UNSECURED.	$ 500.00
21) ***Exterior Wooden Wall on West Side of the Garage (At Vinyl Window)*** - All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing with a suitable encapsulant. Any surface treated in this manner **MUST BE "PAINT READY**	$ 1,500.00
22) Because the dust wipe samples indicated a level of lead **above** the specified regulatory limit, all floors, window sills, and window wells should be properly cleaned *(HEPA / TSP Equivalent / HEPA).*	$ 500.00
23) **Waste Disposal (Hazardous & Non-hazardous)**	$ 575.00
24) **Total Lead Abatement Cost**	$ 25,175.00

All work must be in compliance with these Abatement Specifications, current HUD Guidelines, and California DHS/CDPH Title 17. Any additional work or changes that the Contractor deems appropriate to enhance the competitiveness of this bid may be added as an addendum to this form. Please fill out all requested information that follows:

Company Name: Sarahang Construction INC

Company Phone #: 818-4024268

Contact Person: Faraz K Sarahang

Date of Bid: 09/14/2018

Total amount of Bid: $ 25,175.00

Estimated Time of Completion: 02 Weeks

I Faraz K Sarahang hereby acknowledge that any work performed by on the above listed property will be done in compliance with these abatement specifications as well as all laws and regulations governing this type of activity.

Authorized Signature

CITY OF HUNTINGTON PARK
LEAD BASED PAINT GRAN PROGRAM

HEALTHY HOMES WORK DESCRIPTION AND BID PROPOSAL FORM

Name:	Claudia Corona	APN No.:	6324-035-051
Address:	3534 Live Oak St.	Tel. No.:	(323) 527-6431
City:	Huntington Park 90255	Date:	September 12, 2018
Contractor Name:	Sunahang		

All work is to be done per City of Huntington Park building, planning and public works codes. In order to establish standards of quality, the detailed specifications may refer to a certain product by name and/or from a major manufacturer. This procedure is not to be construed as eliminating from competition of other product of equal or better quality by other manufacturers. The contractor shall finish the list of proposed desired substitutions prior to signing of the contract. All items listed on work write-up, unless otherwise specified, shall include all finish work, including all trim hardware, patching, and finish painting and/or staining. All overhead and profit should be included in each line item. All materials to be installed require owner(s) review and approval.

WORK DESCRIPTION AND STANDARD SPECIFICATIONS

1.		**Smoke and Carbon Monoxide Detectors:** Install a total of new smoke two (3) and one (2) carbon monoxide combo detectors in bedrooms, hallway, and living room areas at a point centrally located.	$	500.00
2.		**Install Light Cover Fixture:** Install missing ceiling light cover fixture: Service Porch	$	200.00
3.		**Ground Fault Circuit Interceptors:** Install new ground fault circuit interceptor (GFCI) receptacles in the within 6 feet of the Landry Room (1); Bathroom (1) and Kitchen (1) in accordance with Section 210-8 of the National Electrical Code. ***City Permit Cost: 1-3 $60***	$	500.00
4.		**Install New Electrical Receptacle In Kitchen:** Install a new electrical receptacle wiring and circuit breaker to the main electrical panel for the existing kitchen outlet. The new circuit shall be installed per National Electrical Code. Permit and inspection are required.	$	1,000.00
5.		**Replace Entry Door To Basement:** Remove and replace the front entry door with a new code complying, pre-hung,"Stanley" (or equal), 24 ga., steel, raised panel, entry door, to include a new entry lockset and 1" minimum throw matchiug single cylinder deadbolt lock assembly. The owner shall select and approve the door prior to installation.	$	800.00
		TOTAL:	$	3,000.00

NOTE:

All work shall include the protection of dwelling, fixtures and furnishings, as well as maintaining the premises clean at all times.
All debris resulting from any work conducted in connection with this contract shall be the property of the contractor, who is responsible for its timely removal and lawful disposal.
Work site shall be maintained in a clean and orderly manner, and upon completion, property shall be left in a "broom clean" condition.

A. **LICENSES, FEES, PERMITS AND CLEARANCES**

The selected contractor is responsible for the obtaining all required approvals, permits, and inspections, and is required to possess a valid City of Huntington Park business license.

B. **INSPECTIONS**

The Contractor shall request all inspections and approvals of construction required by the City of Huntington Park. No item shall be considered completed until it has been inspected and approved by the City of Huntington Park.

C. **WARRANTY**

The Contractor shall assure the quality of materials and workmanship provided under the Contract for a period of one year. Upon notice from the City, the Contractor shall repair or remedy any defects in material or workmanship, and pay for any damage from such defects which may appear within the period of one year from the date of recordation of Notice of Completion. The Contractor shall furnish the Owner with all manufacturer's written guarantees and warranties covering materials and equipment furnished under Contract.

D. **MATERIAL AND LABOR LIEN RELEASES**

Process payments will be authorized and released by the City's authorized representatives only if invoice(s) is accompanied by weekly payroll reports and respective material and labor lien releases.

Under the guidelines for this program, homeowner(s) are responsible for the removal and replacement of rugs, draperies, coverings, and furniture as necessary.

The undersigned, having become thoroughly familiar with the terms and conditions of the proposed Contract Documents and with local conditions affecting the performance and costs of the work at the place where the work is to be completed, and having fully inspected the site in all particulars, hereby proposed and agree to fully perform the work within the time stated and in strict accordance with the proposed Contract Document including furnishing of any and all labor, materials, services necessary equipment and to do all work required to construct, and complete said work in accordance with the Contract Documents for the sum of money as indicated on the Work Description and Bid Proposal Form.

If awarded the contract, the bidder agrees to present the following documents to the City of Huntington Park prior to the issuance of the Notice to Proceed: Valid certificates covering Property Damage, Liability, and Worker's Compensation insurance including the City of Huntington Park as additionally insured, and a copy of a valid Contractor's License, SAM.gov and DUNS numbers.

It is further agreed that if awarded this contract, 5% of all requested payouts would be retained until the project is completed to the approval of the owner and all approving agents. Completion of this project will require 15 calendar days.

Contractor: Sarahang Construction INC	Lic. No. & Class: 897724
Signature:	Phone No.: 818-4024268
Address: 11905 Darlene Ln Moorpark CA 93021	

Contractor's License Detail for License # 897724

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.
Per B&P 7071.17 , only construction related civil judgments reported to the CSLB are disclosed.
Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Business Information

SARAHANG CONSTRUCTION INC
11905 DARLENE LANE
MOORPARK, CA 93021
Business Phone Number:(818) 402-4268

Entity Corporation
Issue Date 06/04/2007
Expire Date **06/30/2019**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

B - GENERAL BUILDING CONTRACTOR

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with BUSINESS ALLIANCE INSURANCE COMPANY.
Bond Number: G71116037851
Bond Amount: $15,000
Effective Date: 12/01/2017
Cancellation Date: 12/01/2018
Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual FARAZ KARIM SARAHANG certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
Effective Date: 06/04/2007

Workers' Compensation

This license has workers compensation insurance with the STATE COMPENSATION INSURANCE FUND
Policy Number:9236867
Effective Date: 08/16/2018
Expire Date: 08/16/2019
Workers' Compensation History

Other

SAM Search Results
List of records matching your search for :

Record Status: Active
CAGE Code: 7swq5

ENTITY Sarahang Construction, Inc		Status: Active
DUNS: 786020961 +4:	CAGE Code: 7SWQ5	DoDAAC:
Expiration Date: 02/28/2019	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 11905 Darlene Ln City: Moorpark ZIP Code: 93021-1022	State/Province: CALIFORNIA Country: UNITED STATES	

State Of California

CONTRACTORS STATE LICENSE BOARD

ACTIVE LICENSE

Consumer Affairs

License Number **897724**

Entity CORP

Business Name SARAHANG CONSTRUCTION INC

Classification(s) B

Expiration Date 06/30/2019

www.cslb.ca.gov

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/21/18

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

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

PRODUCER
Ferrante Insurance Services, Inc.
1401 Willow Pass Road Ste 105
Concord, CA 94520
0D91034

CONTACT NAME: Sean LaPietra
PHONE (A/C, No, Ext): 925-674-1755 FAX (A/C, No): 925-674-1663
E-MAIL ADDRESS: cs@ferranteinsurance.com

INSURED
Sarahang Construction, Inc.
11905 Darlene Ln
Moorpark, CA 93021

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Lloyd's Synd 1991	AA1120142
INSURER B: State Compensation Ins. Fund	35076
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			CISDTW003980 18	06/06/18	06/06/19	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		9236867-2018	08/16/18	08/16/19	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

Certificate to provide proof of insurance.

CERTIFICATE HOLDER

The City of Huntington Park, its elected and appointed officials, officers, employees, agents, and volunteers are included as additional insured.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

City of Huntington Park
City Hall
6550 Miles Ave.
Huntington Park CA 90255-1519
(323) 584-6232

Business License /Permit NO 19-00026806
DISPLAY IN A PROMINENT PLACE

This License issued Subject to the conditions Listed on the Reverse side hereof		State License Number 897724 06/30/19
LICENSE NOT TRANSFERABLE	BOFE NO	Business License Number 19-00026806
Type of Business	GENERAL CONTRACTOR	Account Number 0021764
Business Location		License Stamp / Tag
Business Name	SARAHANG, FARAZ KARIM	License Valid From February 22, 2018
Owner Name		License Expires February 28, 2019
Mailing Address	11905 DARLENE LN MOORPARK CA 93021	Date Issued September 12, 2018

By

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
SARAHANG CONSTRUCTION INC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
11905 Darlene Ln

Requester's name and address (optional)

6 City, state, and ZIP code
MOORPARK CA 93021

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
2 0 - 5 8 8 2 6 8 4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here **Signature of U.S. person ▶** **Date ▶** 05/24/2017

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

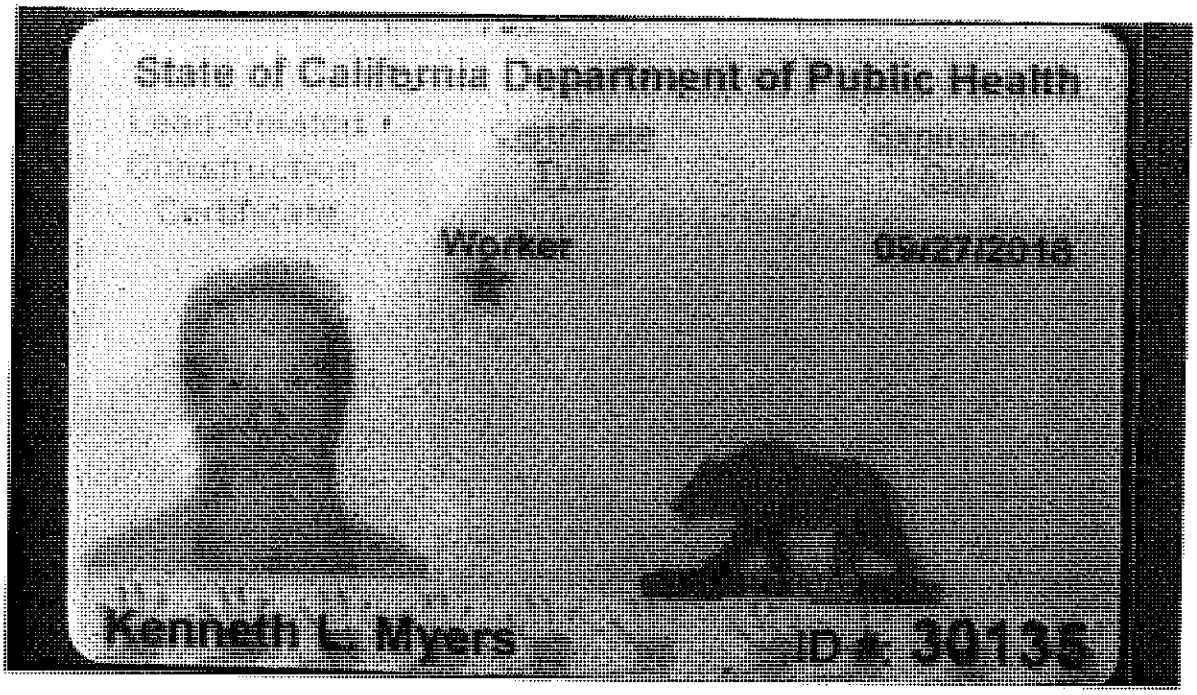
- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

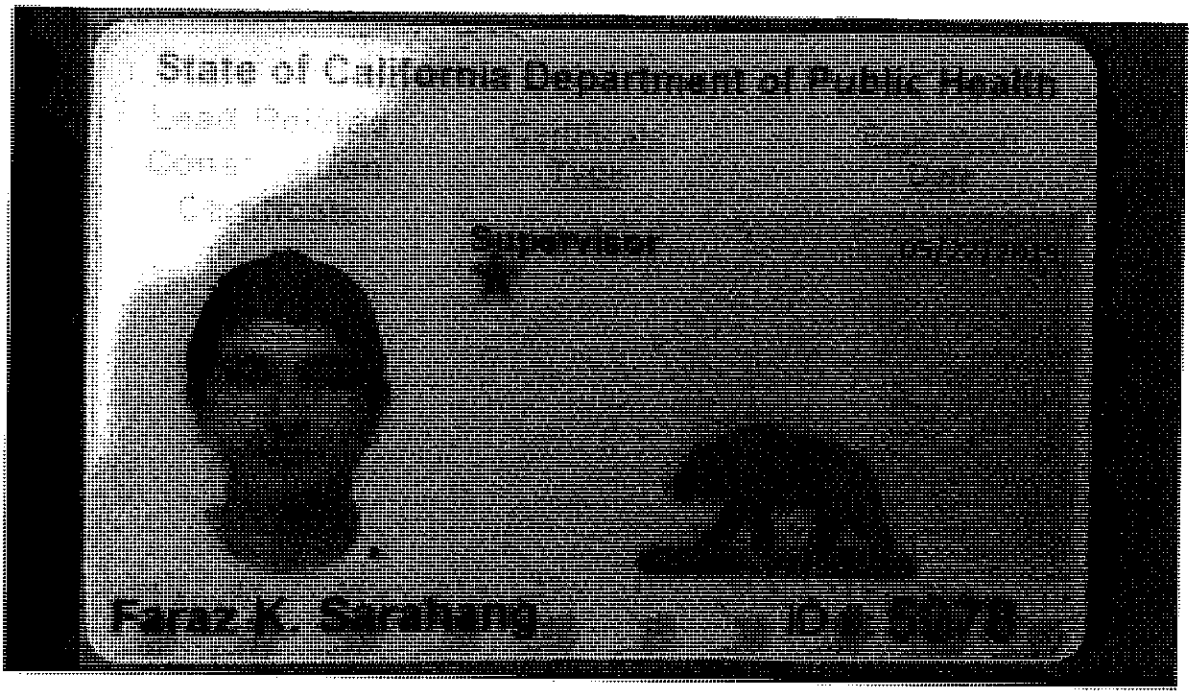
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.


State of California Department of Public Health
Worker
Kenneth L. Myers
ID # 30135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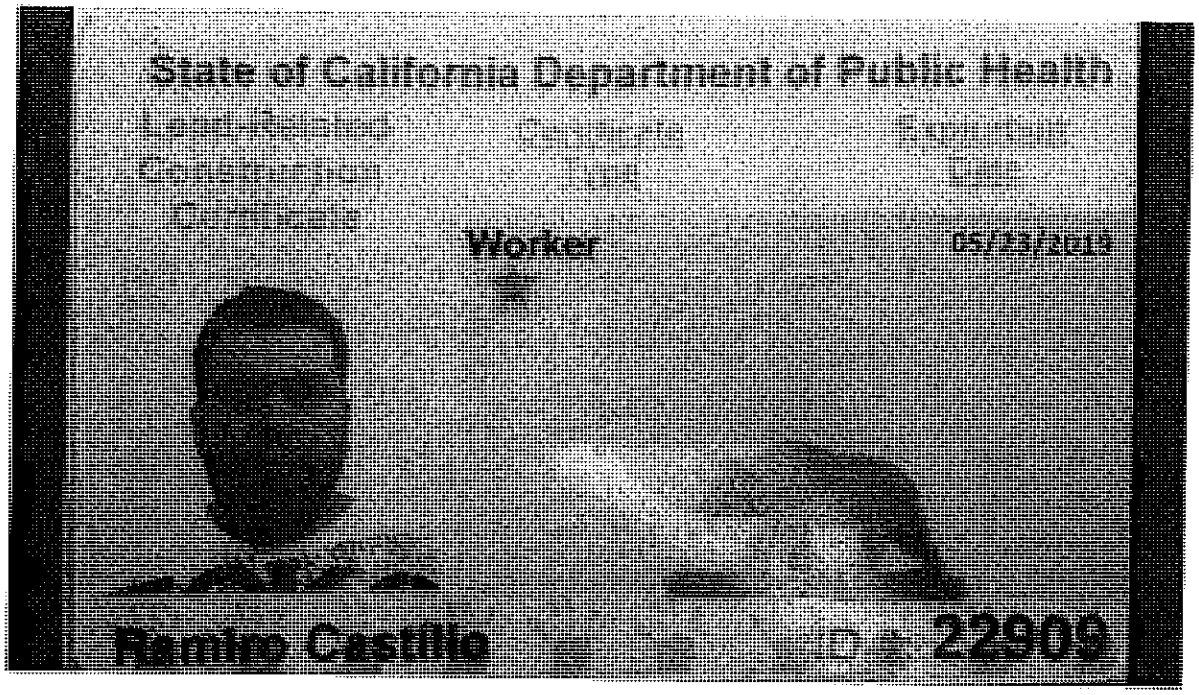
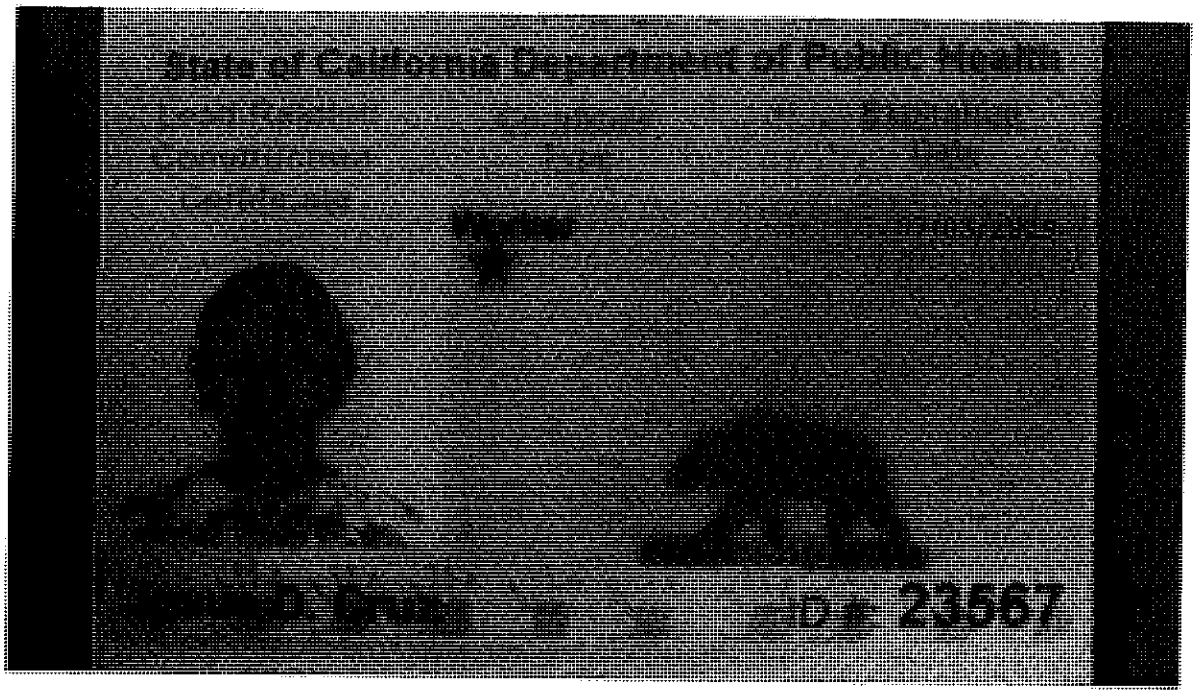
Supervisor
Faraz K. Sirahang


State of California Department of Public Health
Worker
05/23/2013
Ramiro Castillo
ID # 22909


State of California Department of Public Health
Worker
ID # 23667

CITY OF HUNTINGTON PARK

Federal Funding and Grants Division
City Council Agenda Report

January 15, 2019

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL OF AN AWARD OF CONTRACT TO SARAHANG CONSTRUCTION, INC. IN CONNECTION WITH THE CITY'S LEAD BASED PAINT PROGRAM FOR PROPERTY LOCATED AT 5957 CARMELITA AVENUE (UNITS A & B), HUNTINGTON PARK, CALIFORNIA

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve a contract with Sarahang Construction, Inc. for an amount of $36,900 to remediate lead-based paint hazards on a two (2) multi-family unit located at 5957 Carmelita Avenue Units A & B; and

2. Authorize the 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 (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.

The owner residing at the multi-family property located at 5957 Carmelita Avenue Units A & B is qualified to participate the program. The City received bids from three (3) qualified contractors for the scope of work. The following table summarize the bids received:

Contractor	Bid Amount *Lead Abatement Work Only*
Sarahang Construction, Inc.	$36,900
Vision's West	$52,045
De La Torre	$73,250

Based on the bid analysis performed, Sarahang Construction, Inc., is considered to be the lowest qualified bidder for the Lead Abatement portion of 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.

<u>Scope of Work under the Lead Based Paint Program</u>

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

3. Removal of lead positive dust from all floors window sills and window wells positive for lead based paint

4. Window replacement that tests positive for lead based paint

5. Paint/color match interior and exterior treated areas

6. Healthy homes interventions focusing on allergen reduction, moisture control, pest management, and injury prevention

FISCAL IMPACT/FINANCING

The funding of $36,900 for this program is included in the FY 2018-2019 Budget in account number 246-0298-463.73-10 (Lead Based Paint Grant Program).

CONCLUSION

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

Respectfully submitted,

RICARDO REYES
City Manager

ATTACHMENT

A. Bid Evaluation
B. Contract for the Lead Based Paint Hazard Control Program

ATTACHMENT “A”

CITY OF HUNTINGTON PARK Lead Based Paint Grant Program
Bid Evaluation
5957 Carmelita A & B

	5957 Carmelita Ave A & B						
	ITEM	**Sarahang**	**Alternative**	**Visions**	**Alternative**	**De La Torre**	**Alternative**
	LBPH - Unit A						
1	Unit A- Bathroom- Interior Cabinet Components	500		950		1,800	
2	Unit A- Bathroom - Interior Wooden Walls, Baseboards & Horizontal Trim	800		950		1,800	
3	Unit A- Kitchen- Interior Door Components	300		550		950	750
4	Unit A- Kitchen- Interior Cabinet Components	1,000		1,350		1,600	
5	Unit A- Kitchen- Interior Walls & Ironing Board Frame	1,000		1,150		1,800	
6	Unit A - Enclosed Porch- Interior Door Components	300		490			750
7	Unit A- Enclosed Porch - Interior Window Components	500	500	850	16,715	900	
8	Unit A- Enclosed Porch- Interior Walls	800		950		1,500	
9	Unit A- Shed- Interior Door Components	400	500	295			750
10	Unit A- Shed- Interior Windows Components	500	500	850		1,350	
11	Unit A- Interior Walls, Horizontal Trim, Eaves, & Rafters	1,000		950		2,200	
	Subtotal	**$ 7,100**	**$ 1,500**	**$ 9,335**	**$ 16,715**	**$ 13,900**	**$ 2,250**

	ITEM	**Sarahang**	**Alternative**	**Visions**	**Alternative**	**De La Torre**	**Alternative**
	LBPH - Unit B						
12	Unit B- Living Room- Interior Window Components	400	500	1,180		2,500	
13	Unit B- Kitchen- Interior Window Sill	200		150		850	
14	Unit B- Kitchen-Interior Walls & Horizontal Trim	800		1,150		2,800	
15	Unit B- Enclosed Porch - Interior Window Components	500	500	415		800	
16	Unit A- Enclosed Porch- Interior Walls	800		1,050		2,500	
	Subtotal	**$ 2,700**	**$ 1,000**	**$ 3,945**	**$ -**	**$ 9,450**	**$ -**

	ITEM	**Sarahang**	**Alternative**	**Visions**	**Alternative**	**De La Torre**	**Alternative**
	LBPH - Units A & B Exterior						
17	Exterior Door Components	500	500	550			1,200
18	Exterior Window Components (Alternative Replace 20 Windows)	10,000	10,000	5,900			16,400
19	Exterior Wooden Walls	10,000		10,960		18,000	
20	Exterior Columns, Beams & Ceiling at Porch	1,000		950		2,500	
21	Exterior Vent & Corner Boards on South Side	500		890		1,500	
22	Exterior Eaves & Rafters	3,000		1,850		1,500	
23	Dust Wipe all floors, window sills, & window wells	500		1,250		3,800	
24	Soil clean up: add bark and gravel)	800		-		2,500	
25	Waste Disposal (Hazardous & Non- hazardous)	600		550		1,200	
	Subtotal	**$ 26,900**	**$ 10,500**	**$ 22,900**	**$ -**	**$ 31,000**	**$ 17,600**

	5957 Carmelita Ave Unit A	**Sarahang**		**Visions**		**De La Torre**	
	Healthy Homes						
1	GFCI (2)	400		330		250	
2	Smoke & Carbon Monoxide Detectors (2)	200		180		175	
3	Install Light Fixtures (1)	300		125		35	
4	Strap Water Heater	800		850		650	
5	Replace Deteriorated Back Exit Door	300		750		550	
6	Rain Gutters & Down Spouts	2,000		980		1,650	
	Subtotal	**$ 4,000**	**$ -**	**$ 3,215**	**$ -**	**$ 3,310**	**$ -**

	5957 Carmelita Ave Unit B						
	ITEM	**Sarahang**		**Visions**		**De La Torre**	
	Healthy Homes						
1	GFCI (2)	400		330		250	
2	Smoke & Carbon Monoxide Detectors (2)	200		180		175	
3	Install Light Fixtures: Porch (1) and Bedrooms (2)	300		550		250	
4	Strap Water Heater	800		850		650	
5	Cover Exposed Back Door Frame	300		750		400	
6	Rain Gutters & Down Spouts	2,000		980		1,650	
	Subtotal	**$ 4,000**	**$ -**	**$ 3,640**	**$ -**	**$ 3,375**	**$ -**
	Unit A & B and Exterior LEAD + Healthy Homes TOTAL	**$ 57,700**		**$ 52,150**		**$ 80,885**	
	Alternative Bid	$36,900	Lead Only	$52,150	HH & Lead	$6,685	HH Only

Alternative Bids	
Sarahang - Lead Only	**$36,900**
Visions West- Lead & HH	$52,150
De La Torre - HH Only	**$6,685**
Total for Lead and HH (2 Contractors: Sarahang & De LA Torre)	**$43,585**
2 Units	

ATTACHMENT “B”

LEAD HAZARD CONTROL PROGRAM

This Agreement, is made and entered into this **15th day of January, 2019**, by and between the City of Huntington Park (hereinafter "City") **Lucio Aragon** (hereinafter "Owners") 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 **5957 Carmelita Ave (Units A & B),** 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 **January 15, 2019.** 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 oat 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 **Thirty-Six Thousand Nine Hundred Dollars ($36,900)** for Lead Abatement work.

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 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 **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) 674-1755

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 ad 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: Lucio Aragon
5957 Carmelita Ave.
Huntington Park, CA 90255

Contractor: Sarahang Construction, Inc.
Attn: Karim Sarahang
11905 Darlene Ln.
Moorpark, CA 93021

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(S)

_____ _____
Signature Date

_____
Name

CONTRACTOR

_____ _____
Signature Date

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.

_____ _____
Ricardo Reyes, City Manager Date

EXHIBIT A
Lead Based Paint Abatement Specifications

CITY OF HUNTINGTON PARK Lead Based Paint Grant Program
Bid Evaluation
5957 Carmelita A & B

	5957 Carmelita Ave A & B						
	ITEM	**Sarahang**	**Alternative**	**Visions**	**Alternative**	**De La Torre**	**Alternative**
	LBPH - Unit A						
1	Unit A- Bathroom- Interior Cabinet Components	500		950		1,800	
2	Unit A- Bathroom - Interior Wooden Walls, Baseboards & Horizontal Trim	800		950		1,800	
3	Unit A- Kitchen- Interior Door Components	300		550		950	750
4	Unit A- Kitchen- Interior Cabinet Components	1,000		1,350		1,600	
5	Unit A- Kitchen- Interior Walls & Ironing Board Frame	1,000		1,150		1,800	
6	Unit A - Enclosed Porch- Interior Door Components	300		490			750
7	Unit A- Enclosed Porch - Interior Window Components	500	500	850	16,715	900	
8	Unit A- Enclosed Porch- Interior Walls	800		950		1,500	
9	Unit A- Shed- Interior Door Components	400	500	295			750
10	Unit A- Shed- Interior Windows Components	500	500	850		1,350	
11	Unit A- Interior Walls, Horizontal Trim, Eaves, & Rafters	1,000		950		2,200	
	Subtotal	**$ 7,100**	**$ 1,500**	**$ 9,335**	**$ 16,715**	**$ 13,900**	**$ 2,250**

	ITEM	**Sarahang**	**Alternative**	**Visions**	**Alternative**	**De La Torre**	**Alternative**
	LBPH - Unit B						
12	Unit B- Living Room- Interior Window Components	400	500	1,180		2,500	
13	Unit B- Kitchen- Interior Window Sill	200		150		850	
14	Unit B- Kitchen-Interior Walls & Horizontal Trim	800		1,150		2,800	
15	Unit B- Enclosed Porch - Interior Window Components	500	500	415		800	
16	Unit A- Enclosed Porch- Interior Walls	800		1,050		2,500	
	Subtotal	**$ 2,700**	**$ 1,000**	**$ 3,945**	**$ -**	**$ 9,450**	**$ -**

	ITEM	**Sarahang**	**Alternative**	**Visions**	**Alternative**	**De La Torre**	**Alternative**
	LBPH - Units A & B Exterior						
17	Exterior Door Components	500	500	550			1,200
18	Exterior Window Components (Alternative Replace 20 Windows)	10,000	10,000	5,900			16,400
19	Exterior Wooden Walls	10,000		10,960		18,000	
20	Exterior Columns, Beams & Ceiling at Porch	1,000		950		2,500	
21	Exterior Vent & Corner Boards on South Side	500		890		1,500	
22	Exterior Eaves & Rafters	3,000		1,850		1,500	
23	Dust Wipe all floors, window sills, & window wells	500		1,250		3,800	
24	Soil clean up: add bark and gravel)	800		-		2,500	
25	Waste Disposal (Hazardous & Non- hazardous)	600		550		1,200	
	Subtotal	**$ 26,900**	**$ 10,500**	**$ 22,900**	**$ -**	**$ 31,000**	**$ 17,600**

	5957 Carmelita Ave Unit A	**Sarahang**		**Visions**		**De La Torre**	
	Healthy Homes						
1	GFCI (2)	400		330		250	
2	Smoke & Carbon Monoxide Detectors (2)	200		180		175	
3	Install Light Fixtures (1)	300		125		35	
4	Strap Water Heater	800		850		650	
5	Replace Deteriorated Back Exit Door	300		750		550	
6	Rain Gutters & Down Spouts	2,000		980		1,650	
	Subtotal	**$ 4,000**	**$ -**	**$ 3,215**	**$ -**	**$ 3,310**	**$ -**

	5957 Carmelita Ave Unit B						
	ITEM	**Sarahang**		**Visions**		**De La Torre**	
	Healthy Homes						
1	GFCI (2)	400		330		250	
2	Smoke & Carbon Monoxide Detectors (2)	200		180		175	
3	Install Light Fixtures: Porch (1) and Bedrooms (2)	300		550		250	
4	Strap Water Heater	800		850		650	
5	Cover Exposed Back Door Frame	300		750		400	
6	Rain Gutters & Down Spouts	2,000		980		1,650	
	Subtotal	**$ 4,000**	**$ -**	**$ 3,640**	**$ -**	**$ 3,375**	**$ -**
	Unit A & B and Exterior LEAD + Healthy Homes TOTAL	**$ 57,700**		**$ 52,150**		**$ 80,885**	
	Alternative Bid	$36,900	Lead Only	$52,150	HH & Lead	$6,685	HH Only

Alternative Bids	
Sarahang - Lead Only	**$36,900**
Visions West- Lead & HH	$52,150
De La Torre - HH Only	**$6,685**
Total for Lead and HH (2 Contractors: Sarahang & De LA Torre)	**$43,585**
2 Units	

CITY OF HUNTINGTON PARK

Federal Funding and Grants Division
City Council Agenda Report

January 15, 2019

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL OF AN AWARD OF CONTRACT TO ALFREDO DE LA TORRE CONSTRUCTION SERVICES IN CONNECTION WITH THE CITY'S LEAD BASED PAINT/ HEALTHY HOMES PROGRAM FOR PROPERTY LOCATED AT 5957 CARMELITA AVENUE (UNITS A & B), HUNTINGTON PARK, CALIFORNIA

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve a contract with Alfredo De La Torre Construction Services for an amount of $6,685 to address Healthy Homes work only on a two (2) multi-family unit located at 5957 Carmelita Avenue Units A & B; and

2. Authorize the 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 (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.

The owner residing at the multi-family property located at 5957 Carmelita Avenue Units A & B is qualified to participate the program. The City received bids from three (3) qualified contractors for the scope of work. The following table summarize the bids received:

Contractor	Bid Amount *Healthy Homes Work Only*
Alfredo De La Torre Construction	$6,685
Vizion's West, Inc.	$6,855
Sarahang Construction, Inc.	$8,000

Based on the bid analysis performed, Alfredo De La Torre Construction Services, is considered to be the lowest qualified bidder for the Healthy Homes portion of 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

3. Removal of lead positive dust from all floors window sills and window wells positive for lead based paint

4. Window replacement that tests positive for lead based paint

5. Paint/color match interior and exterior treated areas

6. Healthy homes interventions focusing on allergen reduction, moisture control, pest management, and injury prevention

FISCAL IMPACT/FINANCING

The funding of $6,685 for this program is included in the FY 2018-2019 Budget in account number 246-0298-463.73-10 (Lead Based Paint Grant Program).

CONCLUSION

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

Respectfully submitted,

RICARDO REYES
City Manager

ATTACHMENT

A. Bid Evaluation
B. Contract for the Lead Based Paint Hazard Control Program

ATTACHMENT “A”

ATTACHMENT “B”

CITY OF HUNTINGTON PARK Lead Based Paint Grant Program
Bid Evaluation
5957 Carmelita A & B

	5957 Carmelita Ave A & B						
	ITEM	**Sarahang**	**Alternative**	**Visions**	**Alternative**	**De La Torre**	**Alternative**
	LBPH - Unit A						
1	Unit A- Bathroom- Interior Cabinet Components	500		950		1,800	
2	Unit A- Bathroom - Interior Wooden Walls, Baseboards & Horizontal Trim	800		950		1,800	
3	Unit A- Kitchen- Interior Door Components	300		550		950	750
4	Unit A- Kitchen- Interior Cabinet Components	1,000		1,350		1,600	
5	Unit A- Kitchen- Interior Walls & Ironing Board Frame	1,000		1,150		1,800	
6	Unit A - Enclosed Porch- Interior Door Components	300		490			750
7	Unit A- Enclosed Porch - Interior Window Components	500	500	850	16,715	900	
8	Unit A- Enclosed Porch- Interior Walls	800		950		1,500	
9	Unit A- Shed- Interior Door Components	400	500	295			750
10	Unit A- Shed- Interior Windows Components	500	500	850		1,350	
11	Unit A- Interior Walls, Horizontal Trim, Eaves, & Rafters	1,000		950		2,200	
	Subtotal	**$ 7,100**	**$ 1,500**	**$ 9,335**	**$ 16,715**	**$ 13,900**	**$ 2,250**

	ITEM	**Sarahang**	**Alternative**	**Visions**	**Alternative**	**De La Torre**	**Alternative**
	LBPH - Unit B						
12	Unit B- Living Room- Interior Window Components	400	500	1,180		2,500	
13	Unit B- Kitchen- Interior Window Sill	200		150		850	
14	Unit B- Kitchen-Interior Walls & Horizontal Trim	800		1,150		2,800	
15	Unit B- Enclosed Porch - Interior Window Components	500	500	415		800	
16	Unit A- Enclosed Porch- Interior Walls	800		1,050		2,500	
	Subtotal	**$ 2,700**	**$ 1,000**	**$ 3,945**	**$ -**	**$ 9,450**	**$ -**

	ITEM	**Sarahang**	**Alternative**	**Visions**	**Alternative**	**De La Torre**	**Alternative**
	LBPH - Units A & B Exterior						
17	Exterior Door Components	500	500	550			1,200
18	Exterior Window Components (Alternative Replace 20 Windows)	10,000	10,000	5,900			16,400
19	Exterior Wooden Walls	10,000		10,960		18,000	
20	Exterior Columns, Beams & Ceiling at Porch	1,000		950		2,500	
21	Exterior Vent & Corner Boards on South Side	500		890		1,500	
22	Exterior Eaves & Rafters	3,000		1,850		1,500	
23	Dust Wipe all floors, window sills, & window wells	500		1,250		3,800	
24	Soil clean up: add bark and gravel)	800		-		2,500	
25	Waste Disposal (Hazardous & Non- hazardous)	600		550		1,200	
	Subtotal	**$ 26,900**	**$ 10,500**	**$ 22,900**	**$ -**	**$ 31,000**	**$ 17,600**

	5957 Carmelita Ave Unit A	**Sarahang**		**Visions**		**De La Torre**	
	Healthy Homes						
1	GFCI (2)	400		330		250	
2	Smoke & Carbon Monoxide Detectors (2)	200		180		175	
3	Install Light Fixtures (1)	300		125		35	
4	Strap Water Heater	800		850		650	
5	Replace Deteriorated Back Exit Door	300		750		550	
6	Rain Gutters & Down Spouts	2,000		980		1,650	
	Subtotal	**$ 4,000**	**$ -**	**$ 3,215**	**$ -**	**$ 3,310**	**$ -**

	5957 Carmelita Ave Unit B						
	ITEM	**Sarahang**		**Visions**		**De La Torre**	
	Healthy Homes						
1	GFCI (2)	400		330		250	
2	Smoke & Carbon Monoxide Detectors (2)	200		180		175	
3	Install Light Fixtures: Porch (1) and Bedrooms (2)	300		550		250	
4	Strap Water Heater	800		850		650	
5	Cover Exposed Back Door Frame	300		750		400	
6	Rain Gutters & Down Spouts	2,000		980		1,650	
	Subtotal	**$ 4,000**	**$ -**	**$ 3,640**	**$ -**	**$ 3,375**	**$ -**
	Unit A & B and Exterior LEAD + Healthy Homes TOTAL	**$ 57,700**		**$ 52,150**		**$ 80,885**	
	Alternative Bid	$36,900	Lead Only	$52,150	HH & Lead	$6,685	HH Only

Alternative Bids	
Sarahang - Lead Only	**$36,900**
Visions West- Lead & HH	$52,150
De La Torre - HH Only	**$6,685**
Total for Lead and HH (2 Contractors: Sarahang & De LA Torre)	**$43,585**
2 Units	

LEAD HAZARD CONTROL PROGRAM

This Agreement, is made and entered into this **15th day of January, 2019**, by and between the City of Huntington Park (hereinafter "City") **Lucio Aragon** (hereinafter "Owners") 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 **5957 Carmelita Ave (Units A & B)** 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 **January 15, 2019.** 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 oat 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 Six Hundred Eighty-Five Dollars ($6,685)** for Healthy Homes.

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 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 **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 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 ad 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: Lucio Aragon
5957 Carmelita Ave
Huntington Park, CA 90255

Contractor: Alfredo De La Torre Construction Services
Attn: Alfredo De La Torre
17827 Santa Ana Ave
Bloomington, CA 92316

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(S)

Signature	Date
Name	
Signature	Date
Name	
CONTRACTOR	
Signature	Date

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.

Ricardo Reyes, City Manager	Date

EXHIBIT A
Healthy Homes Specifications

EXHIBIT A
Healthy Homes Specifications

Maria Torres

Subject:	Mandatory Pre-Bid Walk Thru: 5957 Carmelita & 6730 Plaska & 6205 Rugby & 2176 Zoe
Start:	Thu 5/31/2018 10:00 AM
End:	Thu 5/31/2018 1:00 PM
Show Time As:	Tentative
Recurrence:	(none)
Meeting Status:	Not yet responded
Organizer:	Whitford Marin
Required Attendees:	barrowconstinc@yahoo.com; jeff.munson@pcg.com; VIZIONS WEST INC ♦; alfonso@pgjenvironmental.com; Sarahang Builders; adelator@aol.com
Optional Attendees:	Torres-Castaneda, Maria

Hi All,

We are scheduling a mandatory bid walk-thru for **Thursday, May 31, 2018 starting at @ 10:00 am** for the following 4 residential units:

1. 10:00 a.m. 5957 Carmelita Ave (2 Units)
2. 10:45 a.m. 6730 Plaska Ave (1 Unit)
3. 11:30 a.m. 6205 Rugby Ave (1 Unit)
4. 12:15 p.m. 2176 Zoe Ave (1 Unit)

Due by **Monday, June 11, 2018**. Also, please remember to **include cost to paint/color match all interior and exterior encapsulated areas.**

Only those bids submitted by the due date will be considered. When submitting your bid, please place the Property address in the "Subject" area of the email.

Thank you and hope to see you all at the walk-thru.

P.S. I will send another email with Report and Specs for 6205 Rugby & 2176 Zoe

Please ensure that all your licenses and insurance information is up to date and your City of HP business license is paid. Remember to submit your City permits *(if require [windows & GFCI required]...please check with Planning)* at the time of requesting Final payment.

5957 Carmelita LBP Report.pdf | 5957 Carmelita LBP Spec.pdf | 6730 Plaska LBP Report.pdf | 6730 Plaska LBP Spec.pdf

Kind Regards,
Whitford Marin | Management Analyst
City of Huntington Park | Community Development Department

CITY OF HUNTINGTON PARK Lead Based Paint Grant Program
Bid Evaluation
5957 Carmelita A & B

5957 Carmelita Ave A & B							
	ITEM	Sarahang	Alternative	Visions	Alternative	De La Torre	Alternative
	LBPH - Unit A						
1	Unit A- Bathroom- Interior Cabinet Components	500		950		1,800	
2	Unit A- Bathroom - Interior Wooden Walls, Baseboards & Horizontal Trim	800		950		1,800	
3	Unit A- Kitchen- Interior Door Components	300		550		950	750
4	Unit A- Kitchen- Interior Cabinet Components	1,000		1,350		1,600	
5	Unit A- Kitchen- Interior Walls & Ironing Board Frame	1,000		1,150		1,800	
6	Unit A - Enclosed Porch- Interior Door Components	300		490			750
7	Unit A- Enclosed Porch - Interior Window Components	500	500	850	16,715	900	
8	Unit A- Enclosed Porch- Interior Walls	800		950		1,500	
9	Unit A- Shed- Interior Door Components	400	500	295			750
10	Unit A- Shed- Interior Windows Components	500	500	850		1,350	
11	Unit A- Interior Walls, Horizontal Trim, Eaves, & Rafters	1,000		950		2,200	
	Subtotal	$ 7,100	$ 1,500	$ 9,335	$ 16,715	$ 13,900	$ 2,250

	ITEM	Sarahang	Alternative	Visions	Alternative	De La Torre	Alternative
	LBPH - Unit B						
12	Unit B- Living Room- Interior Window Components	400	500	1,180		2,500	
13	Unit B- Kitchen- Interior Window Sill	200		150		850	
14	Unit B- Kitchen-Interior Walls & Horizontal Trim	800		1,150		2,800	
15	Unit B- Enclosed Porch - Interior Window Components	500	500	415		800	
16	Unit A- Enclosed Porch- Interior Walls	800		1,050		2,500	
	Subtotal	$ 2,700	$ 1,000	$ 3,945	$ -	$ 9,450	$ -

	ITEM	Sarahang	Alternative	Visions	Alternative	De La Torre	Alternative
	LBPH - Units A & B Exterior						
17	Exterior Door Components	500	500	550			1,200
18	Exterior Window Components (Alternative Replace 20 Windows)	10,000	10,000	5,900			16,400
19	Exterior Wooden Walls	10,000		10,960		18,000	
20	Exterior Columns, Beams & Ceiling at Porch	1,000		950		2,500	
21	Exterior Vent & Corner Boards on South Side	500		890		1,500	
22	Exterior Eaves & Rafters	3,000		1,850		1,500	
23	Dust Wipe all floors, window sills, & window wells	500		1,250		3,800	
24	Soil clean up: add bark and gravel)	800		-		2,500	
25	Waste Disposal (Hazardous & Non- hazardous)	600		550		1,200	
	Subtotal	$ 26,900	$ 10,500	$ 22,900	$ -	$ 31,000	$ 17,600

5957 Carmelita Ave Unit A		Sarahang		Visions		De La Torre	
	Healthy Homes						
1	GFCI (2)	400		330		250	
2	Smoke & Carbon Monoxide Detectors (2)	200		180		175	
3	Install Light Fixtures (1)	300		125		35	
4	Strap Water Heater	800		850		650	
5	Replace Deteriorated Back Exit Door	300		750		550	
6	Rain Gutters & Down Spouts	2,000		980		1,650	
	Subtotal	$ 4,000	$ -	$ 3,215	$ -	$ 3,310	$ -

5957 Carmelita Ave Unit B							
	ITEM	Sarahang		Visions		De La Torre	
	Healthy Homes						
1	GFCI (2)	400		330		250	
2	Smoke & Carbon Monoxide Detectors (2)	200		180		175	
3	Install Light Fixtures: Porch (1) and Bedrooms (2)	300		550		250	
4	Strap Water Heater	800		850		650	
5	Cover Exposed Back Door Frame	300		750		400	
6	Rain Gutters & Down Spouts	2,000		980		1,650	
	Subtotal	$ 4,000	$ -	$ 3,640	$ -	$ 3,375	$ -
	Unit A & B and Exterior LEAD + Healthy Homes TOTAL	$ 57,700		$ 52,150		$ 80,885	
	Alternative Bid	$36,900	Lead Only	$52,150	HH & Lead	$6,685	HH Only

Alternative Bids	
Sarahang - Lead Only	$36,900
Visions West- Lead & HH	$52,150
De La Torre - HH Only	$6,685
Total for Lead and HH (2 Contractors: Sarahang & De LA Torre)	$43,585
2 Units	

CITY OF HUNTINGTON PARK
LEAD BASED PAINT GRAN PROGRAM

DE LA TORRE

HEALTHY HOMES WORK DESCRIPTION AND BID PROPOSAL FORM

Name:	Enrique & Tomasa Cabrera	APN No.:	6318-033-011
Address:	5957 Carmelita Ave. #A	Tel. No.:	(323) 585-2712
City:	Huntington Park 90255	Date:	November 7, 2018

All work is to be done per City of Huntington Park building, planning and public works codes. In order to establish standards of quality, the detailed specifications may refer to a certain product by name and/or from a major manufacturer. This procedure is not to be construed as eliminating from competition of other product of equal or better quality by other manufacturers. The contractor shall finish the list of proposed desired substitutions prior to signing of the contract. All items listed on work write-up, unless otherwise specified, shall include all finish work, including all trim hardware, patching, and finish painting and/or staining. All overhead and profit should be included in each line item. All materials to be installed require owner(s) review and approval.

WORK DESCRIPTION AND STANDARD SPECIFICATIONS

1.		**Ground Fault Circuit Interceptors:** Install new ground fault circuit interceptor (GFCI) receptacles in the within 6 feet of the Bathroom (1) and Kitchen (1) in accordance with Section 210-8 of the National Electrical Code. *City Permit Cost: 1-3 $60*	$	250
2.		**Smoke and Carbon Monoxide Detectors:** Install a total of 2 new smoke and carbon monoxide (combo) detectors in bedrooms, hallway, and living room areas at a point centrally located.	$	175
3.		**Install Light Fixtures:** Install missing light fixture: Porch (1)	$	35
4.		**Strap Water Heater:** Install a Metal Strap to existing Water Heater including code complying venting, T&P valve with metal discharge line. Conceal piping and provide new gas and water valves, new copper supply lines and insulating wrap all per code. Provide a pressure relief valve. (Strap the water heater to framing (upper 1/3 and lower 1/3). Cap all unused lines at the source (per code) and out of sight.	$	650
5.		**Replace Deteriorated Back Exit Door:** Remove and replace the BACK entry door with a new code complying, pre-hung, "Stanley" (or equal), 24 ga., steel, raised panel, entry door BACK, to include a new entry lockset and 1" minimum throw matching single cylinder deadbolt lock assembly. Bulb type weatherstripping. The owner shall select and approve the door prior to installation.	$	550
6.		**Rain Gutters and Down Spouts:** Install rain gutters and down spouts throughout the dwelling and garage. Gutters shall be 5" aluminum seamless. Down spouts shall be 2" x 3" aluminum. Gutters and down spouts shall be pre-finished and finish color shall be selected by owner prior to installation.	$	1,650
		TOTAL:	$	3,310

NOTE:

All work shall include the protection of dwelling, fixtures and furnishings, as well as maintaining the premises clean at all times.
All debris resulting from any work conducted in connection with this contract shall be the property of the contractor, who is responsible for its timely removal and lawful disposal. Work site shall be maintained in a clean and orderly manner, and upon completion, property shall be left in a "broom clean" condition.

A. **LICENSES, FEES, PERMITS AND CLEARANCES**

The selected contractor is responsible for the obtaining all required approvals, permits, and inspections, and is required to possess a valid City of Huntington Park business license.

B. **INSPECTIONS**

The Contractor shall request all inspections and approvals of construction required by the City of Huntington Park. No item shall be considered completed until it has been inspected and approved by the City of Huntington Park.

C. **WARRANTY**

The Contractor shall assure the quality of materials and workmanship provided under the Contract for a period of one year. Upon notice from the City, the Contractor shall repair or remedy any defects in material or workmanship, and pay for any damage from such defects which may appear within the period of one year from the date of recordation of Notice of Completion. The Contractor shall furnish the Owner with all manufacturer's written guarantees and warranties covering materials and equipment furnished under Contract.

D. **MATERIAL AND LABOR LIEN RELEASES**

Process payments will be authorized and released by the City's authorized representatives only if invoice(s) is accompanied by weekly payroll reports and respective material and labor lien releases.

Under the guidelines for this program, homeowner(s) are responsible for the removal and replacement of rugs, draperies, coverings, and furniture as necessary.

The undersigned, having become thoroughly familiar with the terms and conditions of the proposed Contract Documents and with local conditions affecting the performance and costs of the work at the place where the work is to be completed, and having fully inspected the site in all particulars, hereby proposed and agree to fully perform the work within the time stated and in strict accordance with the proposed Contract Document including furnishing of any and all labor, materials, services necessary equipment and to do all work required to construct, and complete said work in accordance with the Contract Documents for the sum of money as indicated on the Work Description and Bid Proposal Form.

If awarded the contract, the bidder agrees to present the following documents to the City of Huntington Park prior to the Issuance of the Notice to Proceed: Valid certificates covering Property Damage, Liability, and Worker's Compensation Insurance including the City of Huntington Park as additionally insured, and a copy of a valid Contractor's License, SAM.gov and DUNS numbers.

It is further agreed that if awarded this contract, 5% of all requested payouts would be retained until the project is completed to the approval of the owner and all approving agents. Completion of this project will require _____ calendar days.

Contractor: Aurego Pro Pure Const. SE	Lic. No. & Class: 789226 B
Signature: [illegible]	Phone No.: 323) 243-7622
Address: 2630 Cudahy St. H.P. CA 90255	

CITY OF HUNTINGTON PARK
LEAD BASED PAINT GRAN PROGRAM

DE LA TORRE

HEALTHY HOMES WORK DESCRIPTION AND BID PROPOSAL FORM

Name:	Lucio Aragon (Owner)	APN No.:	6318-033-011
Address:	5957 Carmelita Ave. #B	Tel. No.:	(323) 240-4657
City:	Huntington Park 90255	Date:	November 7, 2018

All work is to be done per City of Huntington Park building, planning and public works codes. In order to establish standards of quality, the detailed specifications may refer to a certain product by name and/or from a major manufacturer. This procedure is not to be construed as eliminating from competition of other product of equal or better quality by other manufacturers. The contractor shall finish the list of proposed desired substitutions prior to signing of the contract. All items listed on work write-up, unless otherwise specified, shall include all finish work, including all trim hardware, patching, and finish painting and/or staining. All overhead and profit should be included in each line item. All materials to be installed require owner(s) review and approval.

WORK DESCRIPTION AND STANDARD SPECIFICATIONS

1.		**Ground Fault Circuit Interceptors:** Install new ground fault circuit interceptor (GFCI) receptacles in the within 6 feet of the Bathroom (1) and Kitchen (1) in accordance with Section 210-8 of the National Electrical Code. *City Permit Cost: 1-3 $60*	$	250
2.		**Smoke and Carbon Monoxide Detectors:** Install a total of 2 new smoke and carbon monoxide (combo) detectors in bedrooms, hallway, and living room areas at a point centrally located.	$	175
3.		**Install Light Cover Fixtures:** Install missing light cover fixture: Porch (1) and Bedrooms (2). Secure existing light to ceiling in bedrooms.	$	250
4.		**Strap Water Heater:** Install a Metal Strap to existing Water Heater including code complying venting, T&P valve with metal discharge line. Conceal piping and provide new gas and water valves, new copper supply lines and insulating wrap all per code. Provide a pressure relief valve. (Strap the water heater to framing (upper 1/3 and lower 1/3). Cap all unused lines at the source (per code) and out of sight.	$	650
5.		**Cover Exposed Back Door Frame:** Finish all damaged areas around the exterior door to provide for a neat finished appearance and bulb type weatherstripping.	$	400
6.		**Rain Gutters and Down Spouts:** Install rain gutters and down spouts throughout the dwelling and garage. Gutters shall be 5" aluminum seamless. Down spouts shall be 2" x 3" aluminum. Gutters and down spouts shall be pre-finished and finish color shall be selected by owner prior to installation.	$	1,650
		TOTAL:	$	3,375

NOTE:

All work shall include the protection of dwelling, fixtures and furnishings, as well as maintaining the premises clean at all times.
All debris resulting from any work conducted in connection with this contract shall be the property of the contractor, who is responsible for its timely removal and lawful disposal. Work site shall be maintained in a clean and orderly manner, and upon completion, property shall be left in a "broom clean" condition.

A. **LICENSES, FEES, PERMITS AND CLEARANCES**

The selected contractor is responsible for the obtaining all required approvals, permits, and inspections, and is required to possess a valid City of Huntington Park business license.

B. **INSPECTIONS**

The Contractor shall request all inspections and approvals of construction required by the City of Huntington Park. No item shall be considered completed until it has been inspected and approved by the City of Huntington Park.

C. **WARRANTY**

The Contractor shall assure the quality of materials and workmanship provided under the Contract for a period of one year. Upon notice from the City, the Contractor shall repair or remedy any defects in material or workmanship, and pay for any damage from such defects which may appear within the period of one year from the date of recordation of Notice of Completion. The Contractor shall furnish the Owner with all manufacturer's written guarantees and warranties covering materials and equipment furnished under Contract.

D. **MATERIAL AND LABOR LIEN RELEASES**

Process payments will be authorized and released by the City's authorized representatives only if invoice(s) is accompanied by weekly payroll reports and respective material and labor lien releases.

Under the guidelines for this program, homeowner(s) are responsible for the removal and replacement of rugs, draperies, coverings, and furniture as necessary.

The undersigned, having become thoroughly familiar with the terms and conditions of the proposed Contract Documents and with local conditions affecting the performance and costs of the work at the place where the work is to be completed, and having fully inspected the site in all particulars, hereby proposed and agree to fully perform the work within the time stated and in strict accordance with the proposed Contract Document including furnishing of any and all labor, materials, services necessary equipment and to do all work required to construct, and complete said work in accordance with the Contract Documents for the sum of money as indicated on the Work Description and Bid Proposal Form.

If awarded the contract, the bidder agrees to present the following documents to the City of Huntington Park prior to the issuance of the Notice to Proceed: Valid certificates covering Property Damage, Liability, and Worker's Compensation insurance including the City of Huntington Park as additionally insured, and a copy of a valid Contractor's License, SAM.gov and DUNS numbers.

It is further agreed that if awarded this contract, 5% of all requested payouts would be retained until the project is completed to the approval of the owner and all approving agents. Completion of this project will require _____ calendar days.

Contractor:	Lic. No. & Class: B 789226
Signature: Alfonso DeLa Torre Const Svc	Phone No: (323) 243-7622
Address: 2630 Cudahy St. H.P. CA 90255	

Contractor's License Detail for License # 789226

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.
Per B&P 7071.17 , only construction related civil judgments reported to the CSLB are disclosed.
Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Business Information

ALFREDO DE LA TORRE CONSTRUCTION SERVICE
2630 CUDAHY STREET
HUNTINGTON PARK, CA 90255
Business Phone Number:(323) 243-7622

Entity Sole Ownership
Issue Date 12/29/2000
Expire Date **12/31/2020**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

B - GENERAL BUILDING CONTRACTOR

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with BUSINESS ALLIANCE INSURANCE COMPANY.
Bond Number: G61110115562
Bond Amount: $15,000
Effective Date: 11/10/2016
Contractor's Bond History

Workers' Compensation

This license has workers compensation insurance with the WESCO INSURANCE COMPANY
Policy Number:WWC3373726
Effective Date: 10/28/2018
Expire Date: 10/28/2019
Workers' Compensation History

SAM Search Results
List of records matching your search for :

Record Status: Active
CAGE Code: 7T3W0

ENTITY DE LA TORRE, ALFREDO — Status: Active

DUNS: 006343483 +4: CAGE Code: 7T3W0 DoDAAC:

Expiration Date: 01/23/2019 Has Active Exclusion?: No Debt Subject to Offset?: No

Address: 2641 CUDAHY ST
City: HUNTINGTON PARK
ZIP Code: 90255-6822
State/Province: CALIFORNIA
Country: UNITED STATES

ACORD®

INSURANCE BINDER

DATE (MM/DD/YYYY): 10/25/2018

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

AGENCY
Fairbanks Insurance Brokers Inc.
Jason H. Fairbanks
7545 Irvine Center Drive Suite 200 Irvine, CA 92618

PHONE (A/C, No, Ext): (949) 595-0284 FAX (A/C, No):

CODE: SUB CODE:

AGENCY CUSTOMER ID:

COMPANY: Preferred Contractors Insurance Company

BINDER #

EFFECTIVE DATE	EFFECTIVE TIME		EXPIRATION DATE	EXPIRATION TIME	
10/25/2018	12:01	X AM / PM	10/25/2019	X 12:01 AM / NOON	

X PCA5026-PC289010

INSURED
Alfredo De La Torre Construction Service

2630 Cudahy Street,
Huntington Park, CA 90255

DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location)

COVERAGES

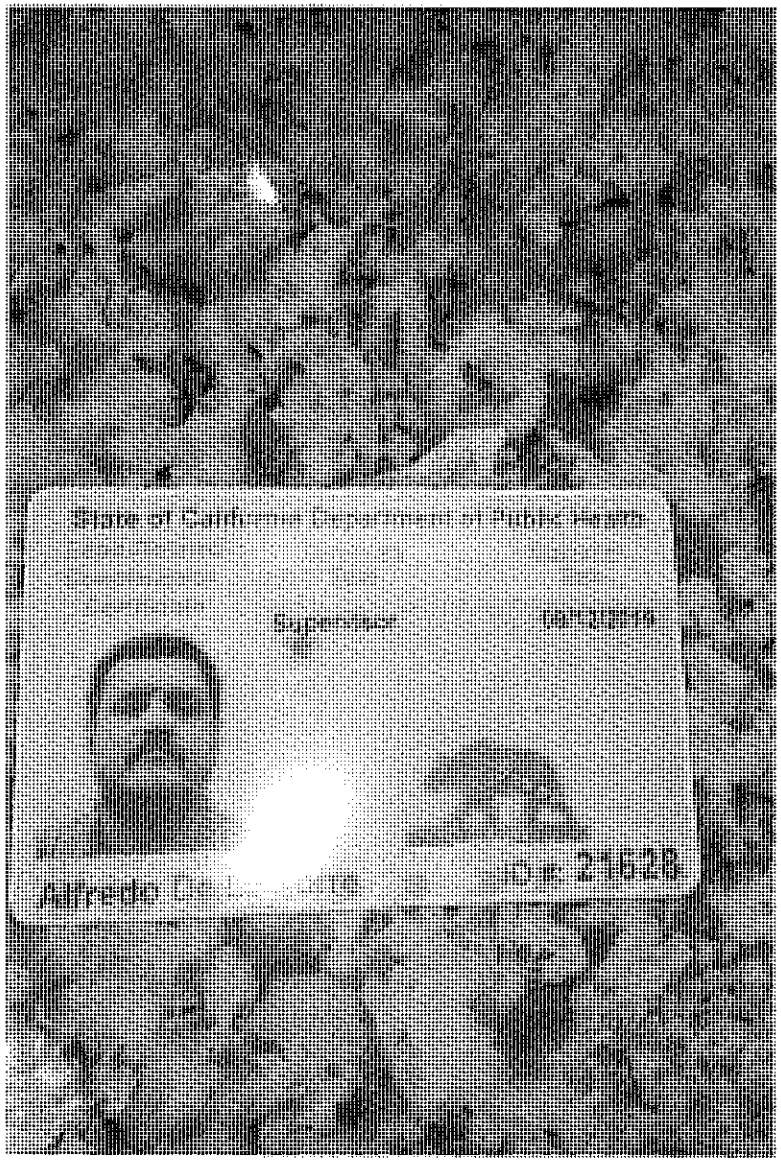
TYPE OF INSURANCE	COVERAGE/FORMS	LIMITS		
PROPERTY — CAUSES OF LOSS: BASIC / BROAD / SPEC		DEDUCTIBLE	COINS %	AMOUNT
GENERAL LIABILITY — X COMMERCIAL GENERAL LIABILITY; CLAIMS MADE / X OCCUR	**Subject to SIR (Self-Insured Retention): Property Damage** $1,000 **Bodily Injury** $1,000 **Per Claim** RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE		$1,000,000
		DAMAGE TO RENTED PREMISES		$50,000
		MED EXP (Any one person)		$5,000
		PERSONAL & ADV INJURY		$1,000,000
		GENERAL AGGREGATE		$2,000,000
		PRODUCTS - COMP/OP AGG		$1,000,000
VEHICLE LIABILITY — ANY AUTO; ALL OWNED AUTOS; SCHEDULED AUTOS; HIRED AUTOS; NON-OWNED AUTOS		COMBINED SINGLE LIMIT		$
		BODILY INJURY (Per person)		$
		BODILY INJURY (Per accident)		$
		PROPERTY DAMAGE		$
		MEDICAL PAYMENTS		$
		PERSONAL INJURY PROT		$
		UNINSURED MOTORIST		$
VEHICLE PHYSICAL DAMAGE — DED; COLLISION: ; OTHER THAN COL:	ALL VEHICLES / SCHEDULED VEHICLES	ACTUAL CASH VALUE / STATED AMOUNT		$
GARAGE LIABILITY — ANY AUTO		AUTO ONLY - EA ACCIDENT		$
		OTHER THAN AUTO ONLY: EACH ACCIDENT		$
		AGGREGATE		$
EXCESS LIABILITY — UMBRELLA FORM; OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE		$
		AGGREGATE		$
		SELF-INSURED RETENTION		$
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY		WC STATUTORY LIMITS		
		E.L. EACH ACCIDENT		$
		E.L. DISEASE - EA EMPLOYEE		$
		E.L. DISEASE - POLICY LIMIT		$
SPECIAL CONDITIONS / OTHER COVERAGES		FEES		$
		TAXES		$
		ESTIMATED TOTAL PREMIUM		$

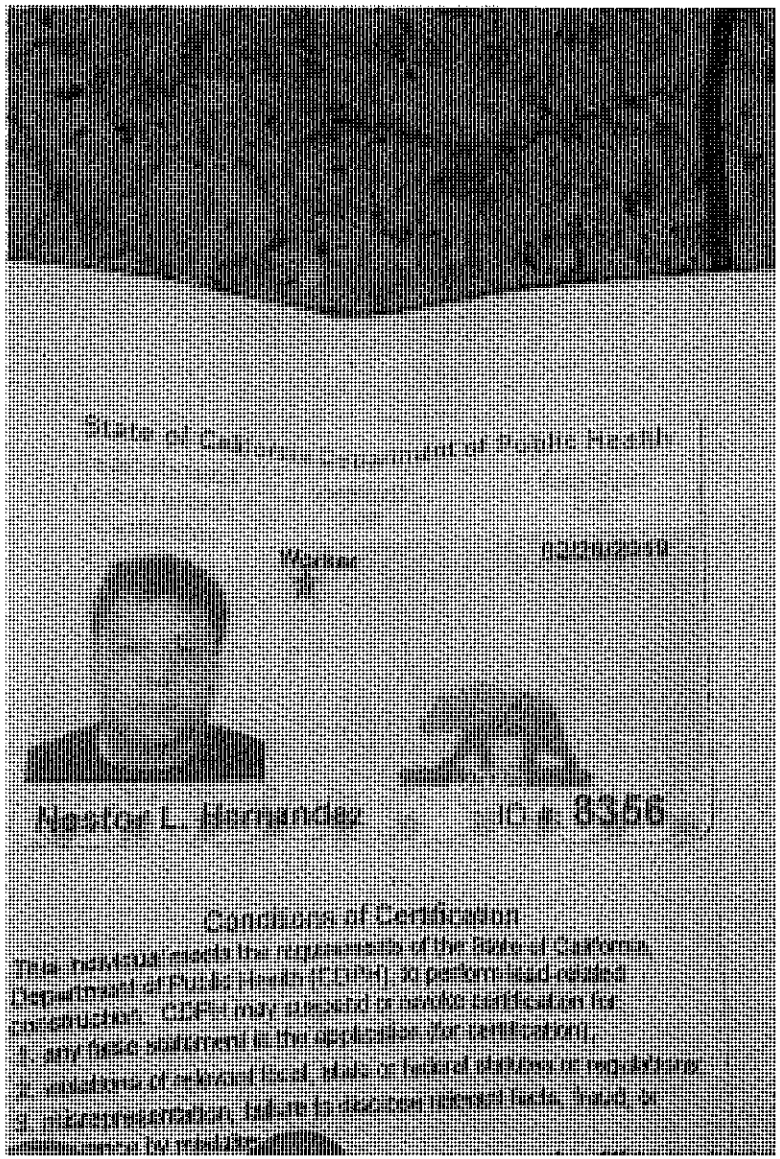
NAME & ADDRESS

MORTGAGEE / LOSS PAYEE / ADDITIONAL INSURED

LOAN #

AUTHORIZED REPRESENTATIVE: Phillip Salvagio


Supervisor
ID # 21628


Worker
Nestor L. Hernandez
ID # 8356
Conditions of Certification

CITY OF HUNTINGTON PARK

City Manager's Office
City Council Agenda Report

January 15, 2019

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL OF AN AWARD OF A CONTRACT TO SARAHANG CONSTRUCTION, INC. IN CONNECTION WITH THE CITY'S LEAD BASED PAINT PROGRAM FOR PROPERTY LOCATED AT 7403 CALIFORNIA AVENUE, HUNTINGTON PARK, CALIFORNIA

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve contract with Sarahang Construction, Inc. for an amount of $7,275 to remediate lead-based paint hazards interventions on a single-family unit located at 7403 California Avenue; 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 (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.

The owner residing at the single-family property located at 7403 California Avenue is qualified to participate the program. The City received bids from three (3) qualified contractors for the scope of work. The following table summarize the bids received:

Contractor	Bid Amount
Sarahang Construction, Inc.	$7,275
So Cal Construction	$9,025
Vizion's West, Inc.	$9,525

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 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

3. Removal of lead positive dust from all floors window sills and window wells positive for lead based paint

4. Window replacement that tests positive for lead based paint

5. Paint/color match interior and exterior treated areas

6. Healthy homes interventions focusing on allergen reduction, moisture control, pest management, and injury prevention

FISCAL IMPACT/FINANCING

The funding of $7,275 for this program is included in the FY 2018-19 Budget in account number 246-0298-463.73-10 (Lead Based Paint Grant Program).

CONCLUSION

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

Respectfully submitted,

RICARDO REYES
City Manager

ATTACHMENT(S)

A. Bid Evaluation
B. Contract for the Lead Based Paint Hazard Control Program

ATTACHMENT “A”

CITY OF HUNTINGTON PARK Lead Based Paint Grant Program
Bid Evaluation
7403 California St.

	7403 California Ave						
	ITEM	Vizion's	Alternative	So Cal	Alternative	Sarahang	Alternative
	LEAD BPH						
1	Garage: Interior Ceiling Beams	1,450		1,800		1,000	
2	Ceramic Tile: Entry, Living room and Bathroom	NA		NA		NA	
3	Garage: Interior/Exterior Door & Door Frame	730		600		800	
4	Windows: Exterior Window Components(3 new:Kitchen Nook & Closet)	3,400		3,000	1,000	1,000	1,500
5	Vents: Exterior Uppers & Lowers	450		-		300	
6	Downspout: Exterior West Side	850		600		300	
7	Garage: Door Frame	1,150		600		1,000	
8	Waste Disposal	550		600		575	
	Subtotal	**$ 8,580**	**$ -**	**$ 7,200**	**$ 1,000**	**$ 4,975**	**$ 1,500**
		$ 8,580		**$ 8,200**		**$ 6,475**	

	7403 California Ave						
	ITEM	Vizion's		So Cal		Sarahang	
	Healthy Homes						
1	Smoke & Carbon Monoxide Detectors (5)	395		575		400	
2	Exterior Vents: 7 Total	550		250		400	
	Subtotal	**$ 945**	**$ -**	**$ 825**	**$ -**	**$ 800**	**$ -**

TOTAL	**$9,525**	**$9,025**	**$7,275**

ATTACHMENT “B”

LEAD HAZARD CONTROL PROGRAM

This Agreement, is made and entered into this **15th day of January, 2019**, by and between the City of Huntington Park (hereinafter "City") **Gilberto Juarez and Carmen Chavez** (hereinafter "Owners") 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 **7403 California Avenue,** 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 **January 15, 2019.** 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 Two Hundred Seventy-Five Dollars ($7,275)**.

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 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 **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) 674-1755

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 ad 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: Gilberto Juarez
Carmen Chavez
3534 Live Oak Street
Huntington Park, CA 90255

Contractor: Sarahang Construction, Inc.
Attn: Karim Sarahang
11905 Darlene Ln.
Moorpark, CA 93021

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(S)

_____ _____
Signature Date

_____
Name

CONTRACTOR

_____ _____
Signature Date

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.

_____ _____
Ricardo Reyes, City Manager Date

EXHIBIT A
Lead Based Paint Abatement & Healthy Homes Specifications

EXHIBIT A
Lead Based Paint Abatement & Healthy Homes Specifications

Maria Torres

Subject:	Mandatory Pre-Bid Walk Thru - Monday October 15th
Location:	7403 California Ave ; 6726 Newell St. ; 6515 State St.
Start:	Mon 10/15/2018 10:30 AM
End:	Mon 10/15/2018 1:30 PM
Recurrence:	(none)
Meeting Status:	Accepted
Organizer:	Whitford Marin
Required Attendees:	Torres-Castaneda, Maria; Grants; Maryleen Linan; Renea Ferrell; jeff.munson@pcg.com; VIZIONS WEST INC ?; adelator@aol.com; Alfonso Hernandez; Sarahang Builders; socal.rgarcia@gmail.com; socal.swilliams@gmail.com

Hi All,

We are scheduling a Mandatory bid walk-thru for **Monday, October 15, 2018 starting at @ 10:30 am** for the following 4 residential units:

1. 10:30 a.m. 7403 California Ave (Single Family Residence)
2. 11:15 a.m. 6726 Newell St & 6726 ½ Newell St (2 Units)
3. 12:00 p.m. 6515 State St. (Single Family Residence)

Bids due by **Monday, October 22, 2018**. Also, please remember **to include cost to paint/color match all interior and exterior encapsulated areas.**

Only those bids submitted by the due date will be considered. When submitting your bid, please place the Property address in the "Subject" area of the email.

Thank you and hope to see you all at the walk-thru.

P.S. I will send another email with Report and Specs for 6726 ½ Newell St. & 6515 State St.

Please ensure that all your licenses and insurance information is up to date and your City of HP business license is paid. Remember to submit your City permits *(if require [windows & GFCI required]...please check with Planning)* at the time of requesting Final payment.

7403 California Ave LBP Spec.p... 7403 California Ave LBP Report...

CITY OF HUNTINGTON PARK Lead Based Paint Grant Program
Bid Evaluation
7403 California St.

	7403 California Ave						
	ITEM	Vizion's	Alternative	So Cal	Alternative	Sarahang	Alternative
	LEAD BPH						
1	Garage: Interior Ceiling Beams	1,450		1,800		1,000	
2	Ceramic Tile: Entry, Living room and Bathroom	NA		NA		NA	
3	Garage: Interior/Exterior Door & Door Frame	730		600		800	
4	Windows: Exterior Window Components(3 new:Kitchen Nook & Closet)	3,400		3,000	1,000	1,000	1,500
5	Vents: Exterior Uppers & Lowers	450		-		300	
6	Downspout: Exterior West Side	850		600		300	
7	Garage: Door Frame	1,150		600		1,000	
8	Waste Disposal	550		600		575	
	Subtotal	**$ 8,580**	**$ -**	**$ 7,200**	**$ 1,000**	**$ 4,975**	**$ 1,500**
		$ 8,580		**$ 8,200**		**$ 6,475**	

	7403 California Ave						
	ITEM	Vizion's		So Cal		Sarahang	
	Healthy Homes						
1	Smoke & Carbon Monoxide Detectors (5)	395		575		400	
2	Exterior Vents: 7 Total	550		250		400	
	Subtotal	**$ 945**	**$ -**	**$ 825**	**$ -**	**$ 800**	**$ -**

TOTAL	**$9,525**	**$9,025**	**$7,275**

Work Requested -	**Estimated Cost**
1) ***Kitchen - Plaster Ceiling*** - All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing with a suitable encapsulant. Any surface treated in this manner **MUST BE "PAINT READY."**	$ 1,000.00
2) ***Bathroom 1 - Ceramic Tiled Surfaces*** - The ceramic tiled surfaces are not a likely source of lead dust contamination as long as they remain intact. If future renovation or repair activities require that the tile be removed or disturbed, the task should be assigned to a lead certified abatement contractor. Any removal of ceramic tiled surfaces must utilize proper abatement, containment, and clean up procedures. Removal must be done in a manner that minimizes damage to adjacent surfaces.	$ N/A
Alternatively - Remove all ceramic tiled surfaces utilizing proper abatement, containment, and clean up procedures. Removal must be done in a manner that minimizes damage to adjacent surfaces.	$ N/A
3) ***Exterior Door Frames (Entry, Dining Room and Laundry Room)*** – All paint on the ***"friction"*** portions of the lead-laden door components must be removed down to bare substrate. All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing the door components with a suitable encapsulant. Any surface treated in this manner **MUST BE "PAINT READY."**	$ 800.00
Alternatively - The lead-laden door frames may be removed and replaced. Removal must be done in a manner that minimizes damage to adjacent surfaces. ANY REMOVAL OF DOOR COMPONENTS MUST BE COORDINATED WITH THE GENERAL CONTRACTOR (GC) SO THAT THE PROPERTY IS NOT LEFT UNSECURED.	$ N/A

Work Requested -	Estimated Cost
4) ***Exterior Window Components*** - All paint on the ***"friction"*** portions of the lead-laden window components must be removed down to bare substrate. All loose and peeling paint that can be lifted with thumbnail pressure will be removed from the entire window *(friction and non-friction surfaces)*. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing all areas of the window components with a suitable encapsulant. Any surface treated in this manner **MUST BE "PAINT READY."**	$ 1,000.00
Alternatively - The lead-laden window components may be removed and replaced. Removal must be done in a manner that minimizes damage to adjacent surfaces. ANY REMOVAL OF WINDOWS MUST BE COORDINATED WITH THE GENERAL CONTRACTOR (GC) SO THAT THE PROPERTY IS NOT LEFT UNSECURED. Number of windows to be treated: 03	$ 1,500.00
5) ***Exterior Vents (Upper and Lower Vents Around the House)*** - All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing with a suitable encapsulant. Any surface treated in this manner **MUST BE "PAINT READY."**	$ 300.00
6) ***Exterior Downspout on West Side*** - All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing with a suitable encapsulant. Any surface treated in this manner **MUST BE "PAINT READY."**	$ 300.00

Work Requested -	Estimated Cost
7) ***Garage Door Frame*** - All paint on the garage door frame must be removed down to bare substrate followed by sealing with a high quality primer that is compatible with the underlying substrate and the intended paint.	$ 1,000.00
8) **Waste Disposal (Hazardous & Non-hazardous)**	$ 575.00
9) **Total Lead Abatement Cost**	$ 6,475.00

All work must be in compliance with these Abatement Specifications, current HUD Guidelines, and California DHS/CDPH Title 17. Any additional work or changes that the Contractor deems appropriate to enhance the competitiveness of this bid may be added as an addendum to this form. Please fill out all requested information that follows:

Company Name: Sarahang Construction INC

Date of Bid: 10/30/2015

Company Phone #: 818-4024268

Total amount of Bid: $ 6,475.00

Contact Person: Faraz K Sarahang

Estimated Time of Completion: 02 Weeks

I Faraz K Sarahang hereby acknowledge that any work performed by on the above listed property will be done in compliance with these abatement specifications as well as all laws and regulations governing this type of activity.

Authorized Signature

CITY OF HUNTINGTON PARK
LEAD BASED PAINT GRAN PROGRAM

HEALTHY HOMES WORK DESCRIPTION AND BID PROPOSAL FORM

Name:	Gilbert Juarez & Maria C. Chavez Guzman	APN No.:	6213-009-007
Address:	7403 California Ave.	Tel. No.:	(323) 459-6467
City:	Huntington Park 90255	Date:	October 15, 2018

All work is to be done per City of Huntington Park building, planning and public works codes. In order to establish standards of quality, the detailed specifications may refer to a certain product by name and/or from a major manufacturer. This procedure is not to be construed as eliminating from competition of other product of equal or better quality by other manufacturers. The contractor shall finish the list of proposed desired substitutions prior to signing of the contract. All items listed on work write-up, unless otherwise specified, shall include all finish work, including all trim hardware, patching, and finish painting and/or staining. All overhead and profit should be included in each line item. All materials to be installed require owner(s) review and approval.

WORK DESCRIPTION AND STANDARD SPECIFICATIONS

1.		**Smoke and Carbon Monoxide Detectors:** Install a total of one (1) new smoke and carbon monoxide (combo) detectors in bedrooms (3), hallway (1), and living room (1) areas at a point centrally located.	$	400.00
2		**Exterior Vents:** Replace a total of 7 foundation vents.	$	400.00
		TOTAL:	$	800.00

NOTE:

All work shall include the protection of dwelling, fixtures and furnishings, as well as maintaining the premises clean at all times.
All debris resulting from any work conducted in connection with this contract shall be the property of the contractor, who is responsible for its timely removal and lawful disposal. Work site shall be maintained in a clean and orderly manner, and upon completion, property shall be left in a "broom clean" condition.

A. LICENSES, FEES, PERMITS AND CLEARANCES

The selected contractor is responsible for the obtaining all required approvals, permits, and inspections, and is required to possess a valid City of Huntington Park business license.

B. INSPECTIONS

The Contractor shall request all inspections and approvals of construction required by the City of Huntington Park. No item shall be considered completed until it has been inspected and approved by the City of Huntington Park.

C. WARRANTY

The Contractor shall assure the quality of materials and workmanship provided under the Contract for a period of one year. Upon notice from the City, the Contractor shall repair or remedy any defects in material or workmanship, and pay for any damage from such defects which may appear within the period of one year from the date of recordation of Notice of Completion. The Contractor shall furnish the Owner with all manufacturer's written guarantees and warranties covering materials and equipment furnished under Contract.

D. **MATERIAL AND LABOR LIEN RELEASES**

Process payments will be authorized and released by the City's authorized representatives only if invoice(s) is accompanied by weekly payroll reports and respective material and labor lien releases.

Under the guidelines for this program, homeowner(s) are responsible for the removal and replacement of rugs, draperies, coverings, and furniture as necessary.

The undersigned, having become thoroughly familiar with the terms and conditions of the proposed Contract Documents and with local conditions affecting the performance and costs of the work at the place where the work is to be completed, and having fully inspected the site in all particulars, hereby proposed and agree to fully perform the work within the time stated and in strict accordance with the proposed Contract Document including furnishing of any and all labor, materials, services necessary equipment and to do all work required to construct, and complete said work in accordance with the Contract Documents for the sum of money as indicated on the Work Description and Bid Proposal Form.

If awarded the contract, the bidder agrees to present the following documents to the City of Huntington Park prior to the issuance of the Notice to Proceed: Valid certificates covering Property Damage, Liability, and Worker's Compensation insurance including the City of Huntington Park as additionally insured, and a copy of a valid Contractor's License, SAM.gov and DUNS numbers.

It is further agreed that if awarded this contract, 5% of all requested payouts would be retained until the project is completed to the approval of the owner and all approving agents. Completion of this project will require 05 calendar days.

Contractor: Sarahang Construction INC	Lic. No. & Class: 897724
Signature:	Phone No.: 818-4024268
Address: 11905 Darlene Ln Moorpark CA 93021	

SAM Search Results
List of records matching your search for :

Record Status: Active
CAGE Code: 7swq5

ENTITY Sarahang Construction, Inc		Status: Active
DUNS: 786020961 +4:	CAGE Code: 7SWQ5	DoDAAC:
Expiration Date: 02/28/2019	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 11905 Darlene Ln City: Moorpark ZIP Code: 93021-1022	State/Province: CALIFORNIA Country: UNITED STATES	

Contractor's License Detail for License # 897724

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.
Per B&P 7071.17 , only construction related civil judgments reported to the CSLB are disclosed.
Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Business Information

SARAHANG CONSTRUCTION INC
11905 DARLENE LANE
MOORPARK, CA 93021
Business Phone Number:(818) 402-4268

Entity Corporation
Issue Date 06/04/2007
Expire Date **06/30/2019**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

B - GENERAL BUILDING CONTRACTOR

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with BUSINESS ALLIANCE INSURANCE COMPANY.
Bond Number: G71116037851
Bond Amount: $15,000
Effective Date: 12/01/2017
Cancellation Date: 12/01/2018
Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual FARAZ KARIM SARAHANG certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
Effective Date: 06/04/2007

Workers' Compensation

This license has workers compensation insurance with the STATE COMPENSATION INSURANCE FUND
Policy Number:9236867
Effective Date: 08/16/2018
Expire Date: 08/16/2019
Workers' Compensation History

Other

State Of California

CONTRACTORS STATE LICENSE BOARD

ACTIVE LICENSE

Consumer Affairs

License Number **897724**

Entity CORP

Business Name SARAHANG CONSTRUCTION INC

Classification(s) B

Expiration Date 06/30/2019

www.cslb.ca.gov

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/21/18

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

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

PRODUCER
Ferranto Insurance Services, Inc.
1401 Willow Pass Road Ste 105
Concord, CA 94520
0D91034

CONTACT NAME: Sean LaPietra
PHONE (A/C, No, Ext): 925-674-1755 FAX (A/C, No): 925-674-1663
E-MAIL ADDRESS: cs@ferranteinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Lloyd's Synd 1991	AA1120142
INSURER B: State Compensation Ins. Fund	35076
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Sarahang Construction, Inc.
11905 Darlene Ln
Moorpark, CA 93021

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:			CISDTW003980 18	06/06/18	06/06/19	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		9236867-2018	08/16/18	08/16/19	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

Certificate to provide proof of insurance.

CERTIFICATE HOLDER

The City of Huntington Park, its elected and appointed officials, officers, employees, agents, and volunteers are included as additional insured.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

City of Huntington Park
City Hall
6550 Miles Ave.
Huntington Park CA 90255-1519
(323) 584-6232

Business License /Permit NO 19-00026806
DISPLAY IN A PROMINENT PLACE

This License issued Subject to the conditions Listed on the Reverse side hereof		State License Number 897724 06/30/19
LICENSE NOT TRANSFERABLE	BOFE NO	Business License Number 19-00026806
Type of Business	GENERAL CONTRACTOR	Account Number 0021764
Business Location		License Stamp / Tag
Business Name	SARAHANG, FARAZ KARIM	License Valid From February 22, 2018
Owner Name		License Expires February 28, 2019
Mailing Address	11905 DARLENE LN MOORPARK CA 93021	Date Issued September 12, 2018

By

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
SARAHANG CONSTRUCTION INC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
11905 Darlene Ln

Requester's name and address (optional)

6 City, state, and ZIP code
MOORPARK CA 93021

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
2 0 - 5 8 8 2 6 8 4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here **Signature of U.S. person ▶** **Date ▶** 05/24/2017

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

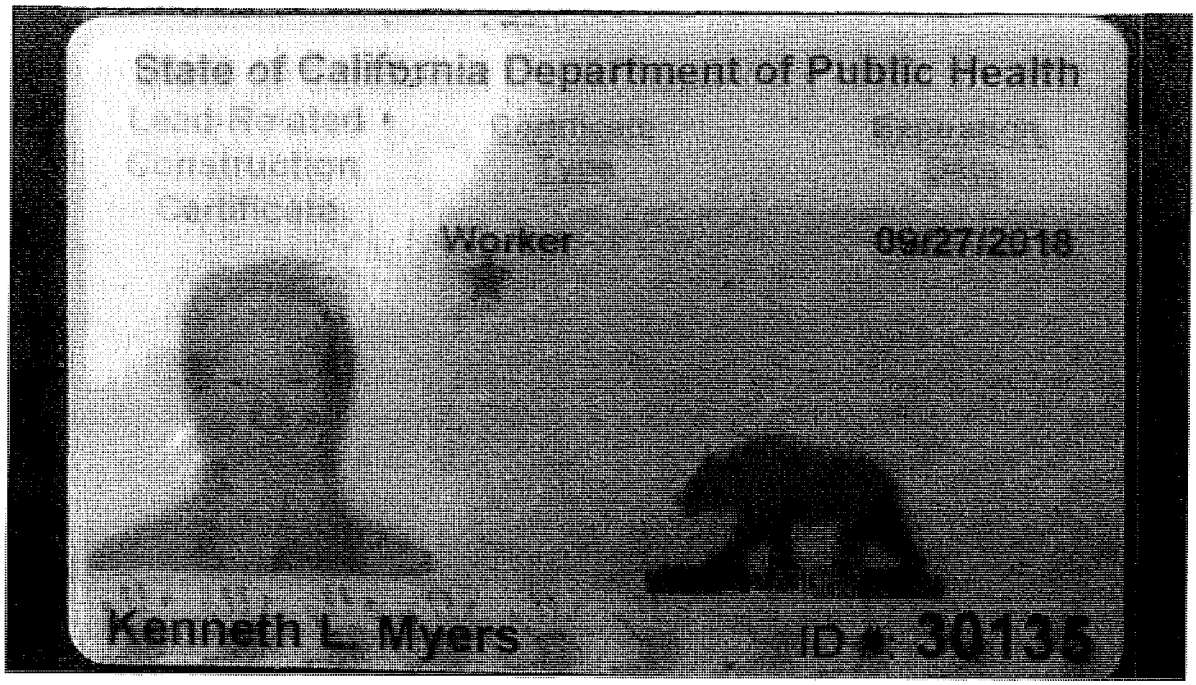
By signing the filled-out form, you:

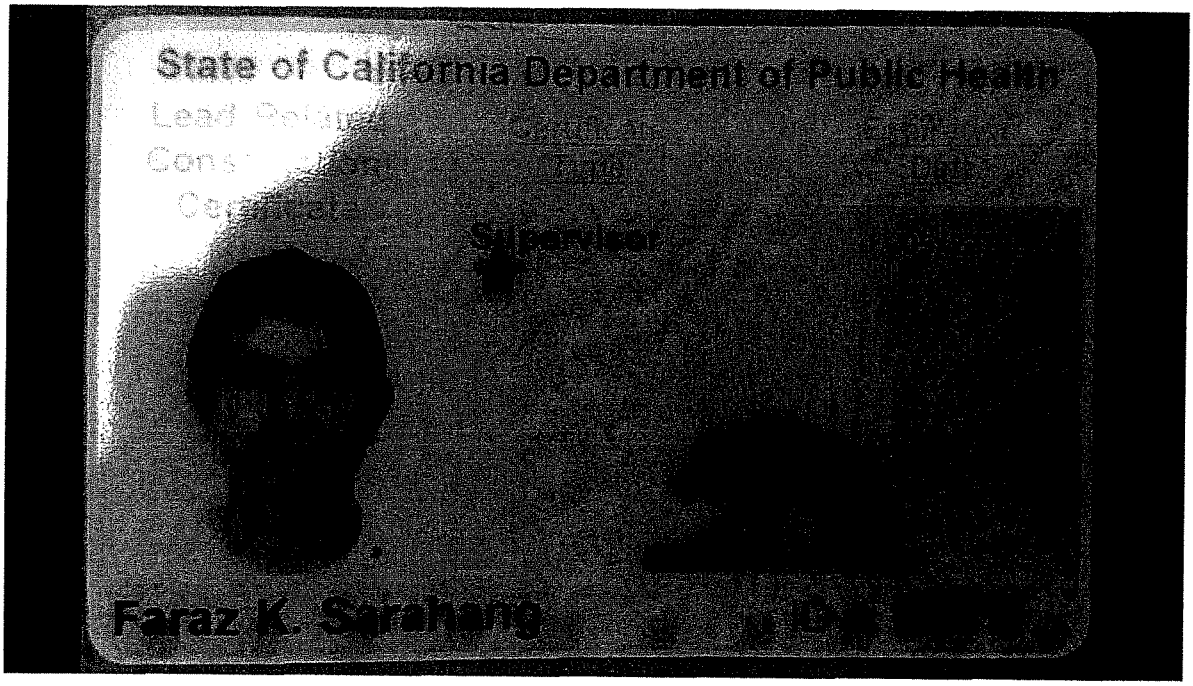
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.


State of California Department of Public Health
Worker
09/27/2018
Kenneth L. Myers
ID # 30135


State of California Department of Public Health
Supervisor
Faraz K. Sarahang

State of California Department of Public Health

Worker

05/23/2019

Ramiro Castillo

ID # 22909

State of California Department of Public Health

Worker

ID # 23567

ORDINANCE NO. 2018-972

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK, CALIFORNIA AMENDING TITLE 9, CHAPTER 4, ARTICLE 4, SECTION 9-4.401 OF THE HUNTINGTON PARK MUNICIPAL CODE TO INCLUDE WIRELESS COMMUNICATION FACILITES AS A CONDITIONALLY PERMITTED USE WITHIN THE OPEN SPACES (OS) ZONE; AND THE APPROVAL OF A CONDITIONAL USE PERMIT AND A DEVELOPMENT PERMIT TO ALLOW FOR THE INSTALLATION OF A NEW WIRELESS COMMUNICATION FACILITY WITHIN THE OPEN SPACES (OS) ZONE; AND THE ADOPTION OF A NEGATIVE DECLARATION

WHEREAS, the City's Open Spaces (OS) zoning regulations are found within Title 9, Chapter 4, Article 4 of the Huntington Park Municipal Code; and

WHEREAS, the City Council of the City of Huntington Park wishes to amend the current Open Spaces (OS) allowed uses; and

WHEREAS, the City Council of the City of Huntington Park desires to adopt revised Open Space (OS) allowed uses; and

WHEREAS, the City Council of the City of Huntington Park desires to approve a Conditional Use Permit, Development Permit, and adoption of a Negative Declaration allowing for the installation of a wireless communication facility on property located at 3401 E. Florence Avenue, within the Open Spaces (OS) Zone ; and

WHEREAS, this Ordinance will not adversely affect property values and will not be detrimental to the City; and

WHEREAS, the City Council has determined that it is in the interest of the City to amend the current Open Spaces (OS) allowed uses within Title 9, Chapter 4, Article 4 of the Huntington Park Municipal Code; and

WHEREAS, on August 22, 2018, following proper notice and public hearing, the City's Planning Commission adopted Resolution No. 2018-04 recommending to the City Council the adoption of an Ordinance amending Title 9, Chapter 4, Article 4 of the Huntington Park Municipal Code pertaining to the Open Spaces (OS) allowed uses; and

WHEREAS, the City Council has considered evidence presented by the Planning Commission

and City Staff at a duly noticed public hearing held on December 4, 2018.

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

SECTION 1: Title 9, Chapter 4, Article 4 of the Huntington Park Municipal Code is hereby amended to read as follows:

Article 4. Special Purpose Zones

9-4.401 Purpose.

1. The purpose of this Article is to achieve the following:
   A. Protection, preservation and management of natural resources;
   B. Protection of public/private recreation resources;
   C. Protection of public health and safety; and
   D. Provide for the continuation and expansion of existing public facilities.
   2. The purpose and allowable uses for each of the individual special purpose zoning districts are as follows:
   A. OS (Open Space) Zone.
   (1) The purpose of this zoning district is to provide for public and private recreational land use activities necessary to meet both active and passive recreational needs of City residents.
   (2) The following uses may be permitted subject to the approval of a Development Permit:
   (a) Active recreational land use activities, including:
   (i) Golf courses/driving ranges;
   (ii) Indoor/outdoor sports/athletic facilities (including skateboard parks, roller hockey rinks, etc.).
   (b) Passive recreational land use activities, including:
   (i) Nature preserves;
   (ii) Open space areas;
   (iii) Outdoor theaters (without structures).
   (3) The following uses may be permitted subject to the approval of a Conditional Use Permit:
   (a) Wireless Communication Facilities [subject to the regulations set forth in HPMC section 9-3.103 (2) (D)]
   B. PF (Public Facilities) Zone.
   (1) The purpose of this zoning district is to provide for a wide range of public and quasi-public land use activities serving the residents of the City.
   (2) The following uses may be permitted subject to the approval of a Development Permit:
   (a) Art galleries/museums;
   (b) Community gardens;
   (c) Community hospitals;
   (d) Cultural/recreational activities;
   (e) Governmental offices/facilities;
   (f) Plant nurseries;
   (g) Libraries;
   (h) Public schools;
   (i) Public utilities;

(j) Vehicle parking when in conjunction with an abutting commercial use.

C. T (Transportation) Zone.

(1) The purpose of this zoning district is to provide for the construction and maintenance of well-designed and landscaped off-street parking facilities for the following rail corridors:

(a) Southern Pacific Railroad (Alameda Street);

(b) Southern Pacific Railroad (Randolph Street); and

(c) Union Pacific Railroad (Salt Lake Avenue).

(2) Off-street parking facilities are the only allowable use for this zoning district in addition to the existing rail line facilities. The development/operation of the parking facilities requires the approval of a Conditional Use Permit and compliance with Chapter 3, Article 8 (Off-Street Parking Standards) and Chapter 3, Article 4 (Landscaping Standards) as well any special standards imposed by the Review Authority.

(3) The parking and landscaping improvements shall be permanently maintained by the lessee in a clean and orderly manner.

(4) If and when the corridor(s) are ever abandoned, they may continue to be used as a parking facility or the parking may be removed and the property shall be improved and maintained as public open space.

SECTION 2: Upon completion of the Environmental Assessment Initial Study, the City of Huntington Park has determined that the proposed Zoning Ordinance Amendment will not have a significant effect on the environment and has prepared a Negative Declaration. The Negative Declaration (ND) was prepared in accordance with the California Environmental Quality Act (CEQA), Article 1. Sec. 15000 et. seq.

SECTION 3: Any provisions of the Huntington Park Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance are hereby repealed or modified to the extent necessary to affect the provisions of the Ordinance.

SECTION 4: If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Huntington Park hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or potions may be declared invalid or unconstitutional.

SECTION 5: The City Council hereby incorporates by reference herein and adopts all of the findings, conditions of approval, and conclusions contained within the Planning Commission Resolution No. 2018-04.

SECTION 6: This Ordinance shall take effect thirty 30 days after it final passage by the City Council.

SECTION 7: The City Clerk shall certify to the passage of this Ordinance and shall cause the same to be published in the manner prescribed by law.

PASSED, APPROVED AND ADOPTED this 15th day of January, 2019.

_____
Jhonny Pineda, Mayor

ATTEST:

_____
Donna G. Schwartz, City Clerk

CITY OF HUNTINGTON PARK

Administration
City Council Agenda Report

January 15, 2019

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL OF AN ORDINANCE AMENDING IN PART TITLE 3 "FINANCE," CHAPTER 1 "BUSINESS LICENSING," ARTICLE 18 "PEDDLERS AND SIDEWALK VENDORS" AND TITLE 4 "PUBLIC SAFETY," CHAPTER 11 "SIDEWALK VENDING" OF THE CITY OF HUNTINGTON PARK MUNICIPAL CODE RELATING TO SIDEWALK VENDORS

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Waive further reading and introduce Ordinance No. 2019-973, Amending Title 3 "Finance," Chapter 1 "Business Licensing," Article 18 "Peddlers and Sidewalk Vendors" and Title 4 "Public Safety," Chapter 11 "Sidewalk Vending" of the City of Huntington Park's Municipal Code Relating to Sidewalk Vendors;

2. Schedule the second reading and adoption of said Ordinance at the next regular city council meeting.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Sidewalk Vendor Ordinance

On December 4, 2018, the City Council adopted Urgency Ordinance No. 2018-970, repealing in part and amending in part Title 3 "Finance," Chapter 1 "Business Licensing," and Title 4 "Public Safety," Chapters 7 "Traffic," and 11 "Permits or licenses for pushcarts vending ice cream or other food products" of the Huntington Park Municipal Code relating to sidewalk vendors ("Urgency Ordinance"). Said Urgency Ordinance became effective immediately upon its adoption. On the same date, the City Council introduced Ordinance No. 2018-971, a back-up ordinance with identical Municipal Code amendments as the Urgency Ordinance, which was subsequently adopted by way of regular procedures on December 18, 2018, and effective thirty (30) days after adoption on January 17, 2019 ("Ordinance No. 2018-971") (hereinafter the Urgency

Ordinance and Ordinance No. 2018-971 will be collectively referred to as the "Sidewalk Vendor Ordinance").[1]

The Sidewalk Vendor Ordinance was enacted in response to Senate Bill ("SB") 946, signed by Governor Brown on September 17, 2018, and effective January 1, 2019, which establishes statewide regulations for vending from non-motorized conveyances and one's person on sidewalks and in parks. The City adopted the Sidewalk Vendor Ordinance to establish a regulatory and permitting program that is consistent with SB 946, but also seeks to control its sidewalks and public rights of way to the fullest extent.

Sidewalk Vendor Ordinance Amendments

Ordinance No. 2019-973 is intended to leave the Sidewalk Vendor Ordinance predominately unchanged, except to clarify staff duties in administration of the sidewalk vendor regulatory and permitting program previously implemented by the City Council.

Following the adoption of the Sidewalk Vendor Ordinance, City staff determined it is efficient for peddler and sidewalk vendor permits to be obtained from the Director of Finance upon the completion of investigations by the Chief of Police and Directors of Community Development and Finance. The proposed Code amendment clarifies that applications for sidewalk vendors and peddlers will begin and end with Director of Finance. Sidewalk vendor and peddler permit applications will be submitted to the Director of Finance and forwarded to the Chief of Police for investigations into applicants. In an effort to protect the safety and welfare of City residents, applicants for peddler or sidewalk vendor permits shall be fingerprinted to investigate whether the applicant has any criminal contacts with the Huntington Park Police Department or other law enforcement agency or has any outstanding warrants. Fingerprinting is presently required of applicants for City peddler permits. Further, the Director of Community Development will also cause the inspections of pushcarts, displays, pedal-driven carts, wagons, showcases, racks or other nonmotorized conveyances operated by sidewalk vendors. Sidewalk vendors shall obtain permits from the Director of Finance upon completion of an investigation by the Police Chief and Director of Community Development. Also, the Director of Finance will issue decals to be affixed to nonmotorized conveyances operated by City approved sidewalk vendors.

Additionally, City staff recommends authorizing the Director of Finance to deny or revoke sidewalk vendor and/or peddler permits under specified circumstances to

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1 The Municipal Code amendments adopted by the Urgency Ordinance and Ordinance No. 2018-971 are identical. Ordinance No. 2018-971 is intended to replace Urgency Ordinance No. 2018-970 as the operating ordinance upon its effective date on January 17, 2019.

remain consistent with existing business licensing appeal procedures. Further, applicants aggrieved by the action of the Director of Finance shall, upon the payment of a fee established by City Council resolution, have the right to appeal the Director of Finance's decision to an Appeal Board, consisting of the City Manager, Director of Community Development, and the Chief of Police. In accordance with Section 3-1.135 of the City Municipal Code, this Appeal Board is presently authorized to hear appeals regarding revocation of business licenses and other disputes between the Director of Finance and any person concerning business licensing.

Lastly, other minor City Municipal Code amendments are offered to clarify provisions of the sidewalk vendor regulatory and permitting program previously implemented by the City Council.

FISCAL IMPACT/FINANCING

Staff costs in preparing this report and ordinance, costs of enforcing regulatory and permitting program, and revenue generated from business licenses and sidewalk vendor permits. However, upon the adoption of a resolution establishing new fees related to sidewalk vendor permits, the costs incurred in administering and enforcing the Sidewalk Vendor regulatory and permitting program will be recovered.

CONCLUSION

Upon City Council approval, staff will proceed as directed.

Respectfully submitted,

RICARDO REYES
City Manager

ARNOLD ALVAREZ-GLASMAN
City Attorney

ATTACHMENTS

A. Ordinance No. 2019-973

ATTACHMENT “A”

ORDINANCE NO. 2019-973

AN ORDINANCE OF THE CITY COUNCIL OF HUNTINGTON PARK, CALIFORNIA, AMENDING IN PART TITLE 3 "FINANCE," CHAPTER 1 "BUSINESS LICENSING," ARTICLE 18 "PEDDLERS AND SIDEWALK VENDORS" AND TITLE 4 "PUBLIC SAFETY," CHAPTER 11 "SIDEWALK VENDING" OF THE CITY OF HUNTINGTON PARK'S MUNICIPAL CODE RELATING TO SIDEWALK VENDORS

WHEREAS, the City of Huntington Park ("City") is a general law city, incorporated under the laws of the State of California, and has the power to make and enforce within its jurisdictional limits all local, police, sanitary, and other ordinances, resolutions, and regulations not in conflict with general laws of the state;

WHEREAS, on December 4, 2018, the City Council adopted Urgency Ordinance No. 2018-970, repealing in part and amending in part Title 3 "Finance," Chapter 1 "Business Licensing," and Title 4 "Public Safety," Chapters 7 "Traffic," and 11 "Permits or licenses for pushcarts vending ice cream or other food products" of the Huntington Park Municipal Code relating to sidewalk vendors ("Urgency Ordinance"), which became effective immediately upon its adoption;

WHEREAS, also on December 4, 2018, the City Council introduced Ordinance No. 2018-971, a back-up ordinance with identical Municipal Code amendments as the Urgency Ordinance, which was subsequently adopted by way of regular procedures on December 18, 2018, and effective thirty (30) days after adoption on January 17, 2019 ("Ordinance No. 2018-971") (hereinafter the Urgency Ordinance and Ordinance No. 2018-971 will be collectively referred to as the "Sidewalk Vendor Ordinance");

WHEREAS, the Sidewalk Vendor Ordinance was enacted in response to Senate Bill ("SB") 946, signed by Governor Brown on September 17, 2018, and effective January 1, 2019, which establishes statewide regulations for vending from non-motorized conveyances and one's person on sidewalks and in parks, and prohibits the City from citing, fining, or prosecuting a sidewalk vendor for violation of any rule or regulation that is inconsistent with SB 946;

WHEREAS, the City adopted the Sidewalk Vendor Ordinance to establish a

regulatory and permitting program that is consistent with SB 946, but also seeks to control its sidewalks and public rights of way to the fullest extent;

WHEREAS, it is necessary to further amend sections of the City Municipal Code to clarify staff duties in administration of the regulatory and permitting program implemented by the Sidewalk Vendor Ordinance;

WHEREAS, City staff determined it is efficient for peddler and sidewalk vendor permits to be obtained from the Director of Finance upon completion of investigations by the Directors of Finance and Community Development, and the Chief of Police;

WHEREAS, to protect the safety and welfare of City residents, as part of the Chief of Police investigation, applicants for peddler or sidewalk vendor permits shall be fingerprinted to investigate whether the applicant has any criminal contacts with the Huntington Park Police Department or other law enforcement agency or has any outstanding warrants;

WHEREAS, City staff determined it is necessary for the Director of Finance to issue decals to be affixed to pushcarts, stands, displays, pedal-driven carts, wagons, showcases, racks or other nonmotarized conveyances operated approved by the Director of Community Development;

WHEREAS, City staff recommends authorizing the Director of Finance to deny or revoke peddler and/or sidewalk vendor permits under certain circumstances to remain consistent with existing business licensing appeal procedures, whereby applicants aggrieved by the action of the Director of Finance shall upon the payment of a fee have the right to appeal to an Appeal Board consisting of the City Manager, Director of Community Development, and the Chief of Police;

WHEREAS, the foregoing amendments to the Sidewalk Vendor Ordinance are consistent with SB 946.

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

SECTION 1: The City Council hereby finds and determines that the recitals above are

true and correct and hereby incorporate into this ordinance as though fully set forth herein.

SECTION 2: That Title 4, Chapter 11 of this Code is hereby amended to read as follows:

4-11.02 General Prohibitions.

(a) No person shall offer for the sale any food product which is not packaged at a pre-approved facility, as designated by the county health department.

(b) No owner or sidewalk vendor shall cause or allow more than two (2) sidewalk vendors to assemble, gather, collect, or otherwise join for any purpose on any sidewalk or other pedestrian path within twenty (20) feet from each other per city block.

(c) No person shall engage in vending within three hundred (300) feet of any school property or church.

(d) Sidewalk Vendors shall not be located for purposes of offering products for sale in any location:

(1) Which creates an unreasonable obstruction to the normal flow of vehicular or pedestrian access;

(2) Within ten (10) feet of any intersection, driveway, or building entrance;

(3) In any space designed for vehicular travel, parking, stopping, or loading; or

(4) Which blocks manholes, utility access, and vents.

(e) No person shall vend before 9:00 a.m., or later than 6:00 p.m. during periods of standard time, or later than 8:00 p.m. during periods of day light savings time in areas zoned exclusively for residential. (i.e. low density residential ("RL"), medium density residential ("RM"), and high density residential ("RH")).

(f) No person shall vend as a stationary sidewalk vendor in city areas zoned exclusively for residential (i.e., low density residential ("RL"), medium density residential ("RM"), and high density residential ("RH")).

(g) No person shall vend as a stationary sidewalk vendor in public parks in which the City has entered into an exclusive agreement for concessions that ~~exclusively~~ permits the

sale of food or merchandise by the concessionaire(s). Notwithstanding, vending machines installed and operated pursuant to an executed contract between the City and a contractor ~~are exempted from subsection (g) herein~~ shall be authorized in public parks and on public property. The City Council in its discretion may enter into agreement(s) or franchise(s) for the exclusive selling or offering for sale of food or merchandise within any public park~~s~~ and on public property.

(h) No person shall engage in the act of sidewalk vending within the immediate vicinity (i.e., 1000 feet) of a permitted certified farmers' market or permitted swap meet during the limited operating hours of that certified farmers' market or swap meet.

(i) No person shall engage in the act of sidewalk vending within the immediate vicinity (i.e., 1000 feet) of an area designated for a special event permit pursuant to Chapter 13, Title 5 of this Code provided that any notice, business interruption mitigation, or other rights provided to affected business or property owner are also provided to sidewalk vendors specifically permitted to operate in the area, if applicable.

(j) No person shall engage in the act of sidewalk vending with a motorized conveyance.

(k) No person shall engage in the act of sidewalk vending while using a portable generator.

(l) No person shall engage in the act of sidewalk vending with a nonmotorized conveyance with dimensions larger than 48 inches in width, and 96 inches in height.

(m) No person shall engage in the act of sidewalk vending other than on the sidewalk portion of the right of way where a sidewalk exists.

(n) No person shall vend under shaded structures, awnings, gazebos, and bandshell in city parks, except as authorized by a franchise.

(o) No person shall take a nonmotorized conveyance off non-concrete surfaces in city parks.

4-11.04 Business License and Sidewalk Vendor Permit Requirements.

It shall be unlawful for any person to engage in sidewalk vending without first applying

for and obtaining a permit from the ~~Police Chief~~ Director and, in addition paying the required license tax to the Director in the manner provided for in Article 18~~,~~ of Chapter 1~~,~~ to Title 3 of this Code.

4-11.05 Penalty.

The penalties set forth in Chapter 2 of Title 1 and Section 3-1.1818 of Article 18, Chapter 1, Title 3 of this Code shall not apply for violations of this chapter. Any person violating any provision of this chapter shall be punished as follows:

(a) Vending without a sidewalk vendor permit as required by this chapter shall be punishable by the following:

(1) An administrative fine not exceeding two hundred fifty dollars ($250) for a first violation;

(2) An administrative fine not exceeding five hundred dollars ($500) for a second violation within one year of the first violation;

(3) An administrative fine not exceeding one thousand dollars ($1,000) for each additional violation within one year of the first violation;

(b) Except as otherwise provided in subsection (a) herein, any violation of this chapter shall be punishable by the following:

(1) An administrative fine not exceeding one hundred dollars ($100) for a first violation;

(2) An administrative fine not exceeding two hundred dollars ($200) for a second violation within one year of the first violation;

(3) An administrative fine not exceeding five hundred dollars ($500) for each additional violation within one year of the first violation.

(c) The Director~~, Chief of Police, or Council~~ or their designee may revoke a permit issued to a sidewalk vendor for the term of that permit upon the fourth violation or subsequent violations. The revocation, notice, hearing and appeal procedures set forth in Article 18, Chapter 1, Title 3 shall apply to revoke a permit under this subsection.

(d) Upon proof of a valid sidewalk vendors permit issued by the City, the

administrative fines set forth in subsection (a) shall be reduced to the administrative fines set forth in subsection (b) herein.

(e) Failure to pay an administrative fine pursuant to subsections (a) and (b) of Section 4-11.05 shall not be punishable as an infraction or misdemeanor.

(f) When assessing administrative fines pursuant to subsections (a) and (b) of Section 4-11.05, the Director or his designee shall provide the person with notice of his or her right to request an ability-to-pay determination and shall make available instructions for requesting an ability-to-pay determination. If the person meets the criteria described in subdivision (a) or (b) of Government Code section 68632, as determined by the Director or his designee, the City shall accept, in full satisfaction, twenty percent (20%) of the administrative fine imposed pursuant to subsection (a) of Section 4-11.05 herein. The person may request said ability-to-pay determination at adjudication or while the judgment remains unpaid, including when a case is delinquent or has been referred to a collection program.

(g) The Director or his designee may allow a person to complete community service in lieu of paying the total administrative fine, may waive the administrative fine, or may offer an alternative disposition for violations of subsection (a) of Section 4-11.05 herein.

SECTION 3: Article 18 of Chapter 1 to Title 3 of this Code is hereby amended as follows:

3-1.1802 Permits: Required.

It shall be unlawful for any person to engage in the business of a peddler and/or sidewalk vendor within the City without first applying for and obtaining a permit from the ~~Police Chief~~ Director of Finance and, in addition, paying the required license tax to the Director of Finance. The procurement of such permit in the manner provided in this article shall be a condition precedent to the issuance of a license by the Director of Finance. Sidewalk vendors shall obtain permits from the Director of Finance upon completion of an

investigation by the Police Chief and Director of Community Development or their designees.

3-1.1803 Permits: Applications: Form: Accompanying data and identification.

Applicants for a permit to engage in the business of a peddler and/or sidewalk vendor shall file with the ~~Police Chief~~ Director of Finance a sworn application in duplicate on a form to be furnished by the Director of Finance which shall contain or be accompanied by the following:

(a) A full identification of the applicant and all persons to be directly or indirectly interested in the permit, if granted;

(b) The residence and business addresses and telephone numbers of the applicant;

(c) The exact nature of the proposed business;

(d) If an employee or agent, a full identification of the employer or principal;

(e) The location or places of transacting business and place of residence for the past two (2) years;

(f) Prior convictions of a crime, misdemeanor, or violation of any law, the nature, place, and date of such offense, and the disposition of the same;

(g) A photograph of the applicant who will make the actual contacts incidental to the activity of sidewalk vending, peddling or soliciting, which photograph shall have been taken within sixty (60) days immediately prior to the date of the filing of the application, shall be two (2") inches by two (2") inches in size, and shall show the head and shoulders of the applicant in a clear and distinguishing manner;

(h) In the event the proposed activity involves the sale of any food products or substances for human consumption which can be contaminated by handling, a statement by a reputable physician in the County, dated not more than ten (10) days prior to the submission of the application, certifying the applicant to be free of contagious infections and communicable diseases;

(i) A statement as to whether any city or licensing authority has ever refused to issue or to renew or has revoked a license for the conduct of the business for which the permit and license are sought, together with an accurate statement of the reasons therefor;

(j) A receipt from the Director of Finance showing a payment in the amount of Ten and no/100ths ($10.00) Dollars for the application form to cover the costs of the investigation of the facts to be stated in such application form. Except, ~~S~~sidewalk vendor applicants shall require a receipt from the Director showing a permit payment in accordance with Section 3-1.1804 herein;

(k) Such other information as the ~~Police Chief~~ Director of Finance may deem reasonably necessary for the protection of the public safety, morals, and general welfare of the community;

(l) Fingerprinting, to be performed by the City for the City's standard processing fee. However, fingerprinting shall not be required in connection with an application filed for the purpose of obtaining a permit to distribute handbills and similar papers. Applicants for a permit to distribute handbills and similar papers shall provide the Police Chief with such information he or she deems necessary to conduct an investigation into, among other things, whether the applicant has had any criminal contacts with the Huntington Police Department or other law enforcement agencies or has any outstanding warrants or violations with the California Department of Motor Vehicles. ~~Applicants for a sidewalk vendor permit are exempted from the requirements of subsection (l) herein~~;

(m) The name and address of all businesses for which the applicant intends to act as a peddler, together with written consent from all such businesses that the applicant is authorized to act as a peddler for such businesses. Applicants for a sidewalk vendor permit ~~are exempted from the requirement of subsection (m) herein~~ shall not be required to first obtain the consent or approval of any nongovernmental entity or individual before he or she can sell food or merchandise;

(n) In addition to the requirements of this section, Applicants for a sidewalk vendor permit shall provide the ~~Police Chief~~ Director of Finance with the following:

(1) A valid California Department of Tax and Fee Administration seller's permit to the extent required by law.

(2) Additional state licensing from state and local agencies to the extent required by law.

3-1.1805 Permits: Applications: Investigation.

~~Such application in duplicate shall be filed with t~~ The Police Chief ~~who~~ shall cause the investigation provided for in this section to be made within a reasonable time. The general standards set forth in this section relative to the qualifications of every applicant for such permit shall be considered and applied by the Police Chief before he or she shall ~~grant or deny~~ make a determination on the application. The ~~application~~ applicant shall be of good moral character, and in this connection, the Police Chief shall ascertain and consider the following;

(a) Through the use of fingerprints or other methods of investigation, all penal convictions, the reasons therefor, and the demeanor of the applicant subsequent thereto. However, fingerprinting shall not be used in connection with an application filed for the purpose of ~~vending as a sidewalk vendor, and~~ obtaining a permit to distribute handbills and similar papers. The Police Chief shall conduct an investigation into any criminal contacts with the Huntington Police Department or other law enforcement agencies by the use of the data bases and information available to the Police Department and by verifying with the California Department of Motor Vehicles whether the applicant has any outstanding warrants or violations;

(b) The license history of the applicant and whether such person, in previously operating in the County or another county in the State under a license, has had such license revoked or suspended, the reasons therefor, and the demeanor of the applicant subsequent thereto;

(c) Whether the applicant has made a full disclosure of all the matters required to be set forth in the application;

(d) Whether the applicant has been in default in the payment of license taxes or any governmental agency;

(e) Such other facts relevant to the general personal history of the applicant as the Police Chief shall find necessary to a fair determination of the eligibility of the applicant; and

(f) Whether the granting of the permit will or will not be detrimental to the safety, public morals, or general welfare of the City.

The Director of Community Development shall cause the inspection of pushcarts, stands, displays, pedal-driven carts, wagons, showcases, racks or other nonmotorized conveyances operated by sidewalk vendors. The Director of Community Development shall make a determination in compliance with Chapter 11 of Title 4 of this Code.

3-1.1806 Permits: Applications: Granting or denial.

The findings of the Police Chief and Director of Community Development, after such investigation, shall be endorsed on ~~each of~~ the application~~s~~ and indicated by the words "granted" or "denied"~~, and one of the applications shall be filed with~~ . Said endorsed application shall be provided to the Director of Finance or his or her designee for review and final determination. If the application is denied, ~~he or she~~ the Director of Finance shall give notice of such action to the applicant and the reasons for the denial.

The granting of a permit to a peddler who uses a device, object, or animal, such as a pony used in posing children for photographs, in connection with door-to-door solicitations may be conditioned upon the requirement by the ~~Police Chief~~ Director of Finance that such peddler furnish to the City a certificate showing comprehensive liability insurance in effect for such sales activities in an amount not less than Five Thousand and no/100ths ($5,000.00) Dollars, issued by a company and in a form approved by the City Attorney, with the City and its officers and employees named as additional insured.

3-1.1807 Permits: Identification cards: Issuance.

If the application is granted and filed with the Director of Finance and the license tax paid, the Director of Finance shall issue to the applicant a permit or identification card which

shall contain the name, address, photograph, and description of the applicant, the kind of business licensed, the date of issuance and terms of such license, and other pertinent identifying description. If the application is granted, the Director of Finance will issue applicable sidewalk vendors a decal to affix to City approved pushcarts, stands, displays, pedal-driven carts, wagons, show cases, racks or other nonmotorized conveyances.

3-1.1808 Permits: Identification cards: Term.

~~Such~~ ~~p~~Permit or identification cards issued to Peddlers shall be issued for a period of one year or the remaining effective period of the license held or to be held by such person or his or her employer or principal, whichever is the shorter period.

Permit, identification cards and/or decals shall be issued to Sidewalk Vendors for a period of one (1) year.

3-1.1809 Permits: Identification cards: Display.

Such permit or identification card shall be worn constantly by the permittee on the front of his or her coat or hat in such a way as to be conspicuous during the time the permittee is engaged in the actual activity of vending as a sidewalk vendor, peddling or soliciting. Sidewalk Vendors shall also affix a City issued decal to City approved pushcarts, stands, displays, pedal-driven carts, wagons, showcases, racks or other nonmotorized conveyances.

3-1.1810 Permits: Licenses: Revocation.

Every permit or license issued pursuant to the provisions of this article shall be subject to the right, which is hereby expressly reserved and consented to by the applicant, to revoke such permit or license for any of the causes set forth in this section. Any such permit or license may be summarily revoked by the ~~Police Chief or the Council, sidewalk vendor permits may also be revoked by the~~ Director of Finance, for any of the following causes:

(a) Any fraud, misrepresentation, or false statement contained in the application;

(b) Any violation of the provisions of this article or any laws of the City or any other laws relating to the permitted business;

(c) The conviction of the permittee or licensee of any felony or of a misdemeanor involving moral turpitude;

(d) The refusal or failure to make available to the Police Chief or Director of Finance, upon demand, any records relating to the licensed or permitted business, which records are deemed necessary for the enforcement of this article;

(e) The conducting of the permitted or licensed business in an unlawful manner or in such manner as is inimical to the health, safety, or general welfare of the public;

(f) Upon ascertaining that the applicant is not an individual of good moral character; and

(g) Any other good and sufficient reason for such revocation.

Sidewalk vendor permittees are exempted from Section 3-1.1810 herein. Revocation of a sidewalk vendor permit shall be in accordance with Section 4-11.05 of Chapter 11, Title 4 of this Code.

3-1.1812 Appeals: Reviews: Hearings.

(a) Appeals: Filing Fees. Any applicant aggrieved by the action of the ~~Police Chief~~ Director of Finance in refusing to issue any permit or in summarily revoking any permit or license already issued shall have the right of appeal to the ~~Council~~ Appeal Board as defined in Section 3-1.134 (Appeal Board) of Article 1 (General Provisions) of this Chapter. Such appeal shall be taken by filing with the City Clerk, within ten (10) days after the notice of such action, a verified written statement in triplicate, setting forth fully the grounds of appeal. ~~Such statement shall be accompanied by a filing fee in the amount of Five and no/100ths ($5.00) Dollars, payable to the City.~~ The appeal filing fee shall be established by resolution of the Council. If no such appeal is filed, the action of the ~~Police Chief~~ Director of Finance shall be final.

~~(b) Reviews: Filing fees. Airy applicant or licensee aggrieved by the action of the Council in summarily revoking any permit or license already issued shall have the right to request a review and consideration of such action upon filing with the City Clerk, within ten (10) days after the notice of such action, a verified written statement in triplicate, setting forth fully the reasons why the decision of the Council should be reconsidered and reversed. Such statement shall be accompanied by a filing fee in the amount of Five and no/100ths ($5.00) Dollars, payable to the City. If no such request for a review is filed, the action of the Council shall be final.~~

~~(c)~~ (b) Hearings. Notices. The ~~Council~~ Appeal Board shall set a time and place for the hearing, and a notice of such hearing on an appeal or review shall be given at least five (5) days prior to the date of the hearing. The applicant or licensee and his or her attorney may present and submit evidence at such hearing. The decision and order of the ~~Council~~ Appeal Board at or after such hearing shall be final and conclusive.

3-1.1816 Application of provisions: Exemptions.

The provisions of this article shall not apply to the following person and activities:

(a) Any person distributing milk, food products, or other commodities from house to house where a license has been issued for an established route;

(b) The delivery of goods, wares, merchandise, products, provisions, or anything of value, the rendering of services, or the taking of orders of the solicitation therefor by a person engaged in such business at a fixed place of business in the City; provided, however, this exemption shall not relieve any person from complying with the provisions of this article if they are a sidewalk vendor, as defined in Section 4-11.01 of this Code or merely by reason of associating temporarily with any local dealer, trader, or merchant or by conducting such transient business in connection with, as a part of, or in the name of any local dealer, trader, or merchant;

(c) Any person entering in or upon any property for the purpose of obtaining satisfaction of a lawful obligation theretofore incurred by the occupant thereof;

(d) Commercial agents or salesmen for wholesale houses or firms selling good, wares, or merchandise or any commodity or service to, or soliciting orders therefor from, retail or wholesale dealers, from manufacturers, or to contractors, this exemption shall not relieve any person from complying with the provisions of this article if they are a sidewalk vendor, as defined in Section 4-11.01 of this Code;

(e) Peddling newspapers or religious publications or soliciting subscriptions therefor;

(f) Any person, if a natural person, soliciting for personal services to be performed by the person so soliciting;

(g) Any person selling tickets of admission to entertainments, lectures, or events to be held for religious, charitable, or educational purposes;

(h) Blind person whose blindness has been certified by the Bureau of Vocational Rehabilitation for the Department of Education of the State and who have filed a certificate as to such blindness with the ~~Police Chief~~ Director of Finance; and

(i) Any other person who files with the ~~Police Chief~~ Director of Finance an affidavit which clearly establishes his or her exemption from the provision of this article.

3-1.1817 Violations of provisions.

Any person violating any of the provisions of this article, in addition to the revocation of his or her permit or license, shall be guilty of a misdemeanor and, upon conviction thereof, shall be punishable as set forth in Chapter 2 of Title 1 of this Code. Violations of provisions of this article by a sidewalk vendor, as defined in Section 4-11.01 of this Code, shall not be punishable as an infraction or misdemeanor, and the sidewalk vendor alleged to violate provisions of this article shall not be subject to arrest except when permitted under law.

SECTION 4: Violations of this Ordinance shall constitute violations of the Huntington Park Municipal Code, and all penalties and remedies authorized under the Huntington Park

Municipal Code shall apply to violations of the provisions of this Ordinance.

SECTION 5: This Ordinance is exempt from the California Environmental Quality Act ("CEQA"), in that this Ordinance does not constitute a "project" under CEQA and is exempt pursuant to CEQA Guidelines section 15378(b)(4), and further there is no likelihood of this Ordinance resulting in a significant negative impact on the environment, and is therefore also exempt from CEQA pursuant to CEQA Guidelines section 15060(c)(2).

SECTION 6: Any provisions of the Huntington Park Municipal Code or appendices thereto, which are inconsistent with the provisions of this Ordinance are hereby repealed or modified to the extent necessary to affect the provisions of the Ordinance.

SECTION 7: If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Huntington Park hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or potions may be declared invalid or unconstitutional.

SECTION 8: This Ordinance: (a) is necessary for the immediate preservation of the public health, safety, an welfare; (b) contains findings constituting urgency; (c) is effective immediately upon adoption as provided for in Government Code Section 36937.

SECTION 9: The City Clerk shall certify to the passage of this Ordinance and shall cause the same to be published in the manner prescribed by law.

PASSED, APPROVED AND ADOPTED this ___ day of _____, 2019.

CITY OF HUNTINGTON PARK

_____

Johnny Pineda, Mayor

ATTEST:

_____

Donna G. Schwartz, CMC
City Clerk

APPROVED AS TO FORM:

_____

Arnold M. Alvarez-Glasman
City Attorney

CITY OF HUNTINGTON PARK
Community Development Department
City Council Agenda Report

January 15, 2019

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL TO ADOPT THE HUNTINGTON PARK PARKING PILOT PROGRAM

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the implementation of a parking pilot program along Randolph Street between Fishburn Avenue and Maywood Avenue.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

An analysis of the Maywood Strip Parking Program and area information was utilized to develop the parking pilot program. Public parking on the street at this particular area has become difficult and creates challenges to find parking spots for the residents living at the apartment buildings adjacent to it. This is the main reason the proposed parking pilot program was developed.

Engineering conducted a survey and developed a site plan indicating approximately 165 parking stalls that would be available along the north side of Randolph Street between Fishburn Avenue and Maywood Avenue intersecting the following streets from East to West: Otis Avenue, Gifford Avenue, Riverside Avenue, Corona Avenue, Bear Avenue, Carmelita Avenue, Orchard Avenue, and Loma Vista Avenue. To facilitate access to the vehicles, the stalls will have a minimum width of 11 or 12 ft. and will be numbered to clearly identify the parking spaces.

FISCAL IMPACT/FINANCING

The pilot program will incur an initial cost to increase safety signage at the intersections and other necessary sections of the street, striping of the parking stalls and the installation of pay stations along Randolph Street. The striping work can be performed by 1) Public Works employees or 2) a General Contractor utilizing Measure S funding

from the street repair program. All cost associated to the program will be recovered once the parking fees are collected.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The process to obtain a Permit will be the following: Stalls will be numbered and assigned to residents once they complete the following steps:

1. Submit an application showing proof of residence (a copy of a utility bill or any related document will be acceptable).

2. Once the application is submitted, the City will notify the applicant if the application was denied or approved.

3. If the application is approved, the applicant will have to submit any of the following payments:
    a. Huntington Park Residents
        i. Monthly Fee = $50.00
        ii. Annual Fee = $500.00

4. Applicants will be able to pay the fees directly at City Hall or through pay stations that will be installed along Randolph Street for convenience.

5. Once the payment is received in person, electronically at the pay station or through regular mail, the city will send a parking permit indicating the parking stall assigned to the applicant.

6. All funding generated through the pilot program will be re-invested in the project area to improve safety, lighting and general maintenance of the area.

After the pilot program is approved by the City Council, all residents living within the project area will be notified of the program. A community meeting will take place to provide specific information about the project and to answer questions from the public.

The City of Huntington Park will also notify the following public entities: Police Departments, Los Angeles County Fire Department, City of Maywood, City of Bell and any other related State Agency.

Once the public is fully aware of the program and all public entities have been notified of the vehicular circulation changes, the Department of Public Works will take the lead to conduct the striping of the parking stalls and traffic markings and the installation of all appropriate signage.

This process will take place following the proper notification of the residents living around the area and according to the standards of the Public Works Department.

Single Family Dwellings
A permitted parking space, directly in front of their home, will be created and assigned to all residents living in single family dwellings along Randolph Street at no charge.

Final Notification and Enforcement
A final notification will be sent to all residents indicating the start date of the program.

CONCLUSION

The proposed parking pilot program is directed to serve the residents living adjacent to the abovementioned streets that don't have access to immediate parking in front of their multi-family residences. It will provide an opportunity to secure a parking space and reserve it for those leasing the spaces.

Respectfully submitted,

RICARDO REYES
City Manager

SERGIO INFANZON
Director of Community Development

ATTACHMENT(S)

A. Huntington Park Parking Pilot Program

ATTACHMENT “A”

Maywood Strip Parking Pilot Program

Parking Implementation: Phase I

Project Area
A preliminary analysis of the Maywood Strip Parking Program and area information has been used to develop the following parking pilot program. Public parking on the street at this particular area has become difficult and creates challenges to the residents living at the apartment buildings adjacent to it. This is the main reason the following proposed parking pilot program was developed.

Engineering conducted a survey and developed a site plan indicating the number of parking stalls that would be available along the north side of Randolph Street between Fishburn Avenue and Maywood Avenue intersecting the following streets from East to West: Otis Avenue, Gifford Avenue, Riverside Avenue, Corona Avenue, Bear Avenue, Carmelita Avenue, Orchard Avenue, and Loma Vista Avenue with the following number of parking stalls by block.

Number of Parking Stalls Identified by Streets	
Fishburn Avenue to Otis Avenue	19
Otis Avenue to Gifford Avenue	7
Gifford Avenue to Riverside Avenue	13
Riverside Avenue to Corona Avenue	18
Corona Avenue to Bear Avenue	17
Bear Avenue to Carmelita Avenue	14
Carmelita Avenue to Orchard Avenue	15
Orchard Avenue to Loma Vista Avenue	17
Loma Vista Avenue to Maywood Avenue	45
Total	**165**

To facilitate access to the vehicles, the stalls will have a minimum width of 11 or 12 ft. and numbered to clearly identify the parking space.

Rental Options
The pilot program is directed to serve the residents living adjacent to the abovementioned streets that don't have access to immediate parking in front of their multi-family residences. It will provide an opportunity to secure a parking space and reserve it for those leasing the spaces. The option to lease the spaces will be offered exclusively to residents of Huntington Park.

Process to Obtain a Permit
Stalls will be numbered and assigned to residents once they complete the following steps:

1. Submit an application showing proof of residence (a copy of a utility bill or any related document will be acceptable).
2. Once the application is submitted, the City will notify the applicant if the application was denied or approved.
3. If the application is approved, the applicant will have to submit any of the following payments:
    a. Huntington Park Residents
        i. Monthly Fee = $50.00
        ii. Annual Fee = $500.00
4. Applicants will be able to pay the fees directly at City Hall or through pay stations that will be installed along Randolph Street for convenience.
5. Once the payment is received in person, electronically at the pay station or through regular mail, the city will send a parking permit indicating the parking stall assigned to the applicant. All permits will be assigned on a first come, first served basis.
6. All funding generated through the pilot program will be re-invested in the project area to improve safety, lighting and general maintenance of the area.

Parking Implementation: Phase II

Program Preparation Activities

Once the pilot program is approved by the City Council, all residents living within the project area will be notified of the program. A community meeting will take place to provide specific information about the project and to answer questions from the public.

The City of Huntington Park will also notify the following public entities: Police Departments, Los Angeles County Fire Department, City of Maywood, City of Bell and any other related State Agency.

Single Family Dwellings

A permitted parking space, directly in front of their home, will be created and assigned to all residents living in single family dwellings along Randolph Street at no charge.

Installation of Pay Stations

The following steps will take to install the pay stations and them fully operational:

1. Coordinate all site preparation activities for installation of pay stations
2. Test and implement network connectivity
3. Review and proposed install locations and evaluate necessary resources. The preparation should include the installation of any bolts corresponding to the mounting pattern as well as signage
4. Develop educational and marketing material for the parking pay station program (flyers, video, HP website, message board). All material shall be in English and Spanish
5. Installation and Testing of Pay Stations
6. Schedule training

7. Post installation review and assessment

Parking Implementation: Phase III

Striping of Parking Stalls
Once the public is fully aware of the program and all public entities have been notified of the vehicular circulation changes, the Department of Public Works will take the lead to conduct the striping of the parking stalls and traffic markings and the installation of all appropriate signage.

This process will take place following the proper notification of the residents living around the area and according to the standards of the Public Works Department.

Final Notification and Enforcement
A final notification will be sent to all residents indicating the start date of the program.

Timeline

Prepare all related documents: Application, notifications, Fee Schedules	01/15/18
Submit Request to Traffic Authority	01/15/19
Get final approval from City Council	01/15/19
Send notification and application to all residents	01/17/19
Schedule an informational meeting with the community to answer questions	01/23/19
Define target date to start program	01/22/19
First Day to receive and process applications from the residents	02/04/19
Install Pay Stations	02/04/19
Conduct striping of Parking Stalls	02/18/19
Quality Control	02/21/19
Program Start Date	02/25/19

CITY OF HUNTINGTON PARK

Human Resources Department
City Council Agenda Report

January 15, 2019

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL OF A RESOLUTION APPROVING NEW AND REVISED CLASS SPECIFICATIONS FOR THE POSITIONS OF ADMINISTRATIVE ANALYST, ADMINISTRATIVE ASSISTANT, COMMUNITY SERVICES SUPERVISOR, DIRECTOR OF FINANCE & ADMINISTRATIVE SERVICES, HUMAN RESOURCES TECHNICIAN, JAILER SUPERVISOR, MANAGEMENT ANALYST, SENIOR DEPUTY CITY CLERK, AND SENIOR MANAGEMENT ANALYST

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt Resolution No. 2019-01 – A Resolution of the City Council of the City of Huntington Park Approving New and Revised Class Specifications for the Positions of Administrative Analyst, Administrative Assistant, Community Services Supervisor, Director of Finance & Administrative Services, Human Resources Technician, Jailer Supervisor, Management Analyst, Senior Deputy City Clerk, and Senior Management Analyst

BACKGROUND

Based upon the current needs of the City and the adopted budget for Fiscal Year 2018-19, certain new class specifications were created. Certain existing class specifications were updated to reflect current job duties and desired qualities of employees for the respective positions.

All class specifications attached to the Resolution in Exhibit A were presented to and approved by the Civil Service Commission on December 12, 2018.

FISCAL IMPACT/FINANCING

There is no fiscal impact at this time, as all new class specifications were included in the Fiscal Year 2018-19 Operating Budget.

CONCLUSION

Upon adoption of the resolutions, the revised class specifications will be used for future recruitments.

Respectfully submitted,

RICARDO REYES
City Manager

NITA MCKAY
Acting Director of Human Resources

ATTACHMENT(S)

A. Resolution No. 2019-01 – Approving New and Revised Class Specifications for the Positions of Administrative Analyst, Administrative Assistant, Community Services Supervisor, Director of Finance & Administrative Services, Human Resources Technician, Jailer Supervisor, Management Analyst, Senior Deputy City Clerk, and Senior Management Analyst

ATTACHMENT “A”

RESOLUTION NO. 2019-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK APPROVING NEW AND REVISED CLASS SPECIFICATIONS FOR THE POSITIONS OF ADMINISTRATIVE ANALYST, ADMINISTRATIVE ASSISTANT, COMMUNITY SERVICES SUPERVISOR, DIRECTOR OF FINANCE & ADMINISTRATIVE SERVICES, HUMAN RESOURCES TECHNICIAN, JAILER SUPERVISOR, MANAGEMENT ANALYST, SENIOR DEPUTY CITY CLERK, AND SENIOR MANAGEMENT ANALYST

WHEREAS, the City of Huntington Park has recently created certain new classifications to meet the needs of the City, as well as made modifications to existing class specifications to meet current standards for each position and to reflect current job duties and desired qualities of employees for these positions; and,

WHEREAS, new class specifications and revised class specifications have been created for each classification attached in Exhibit A;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK DOES RESOLVE AS FOLLOWS:

SECTION 1: The City Council of the City of Huntington Park hereby adopts and approves class specifications for:

- the position of Administrative Analyst, a copy of which is attached hereto as Exhibit A, with a salary range of $4,624 to $5,677 per month, Salary Grid 153.
- the position of Administrative Assistant, a copy of which is attached hereto as Exhibit A, with a salary range of $4,186 to $5,140 per month, Salary Grid 143.
- the position of Community Services Supervisor, a copy of which is attached hereto as Exhibit A, with a salary range of $4,578 to $5,621 per month, Salary Grid 152.
- the position of Director of Finance and Administrative Services, a copy of

which is attached hereto as Exhibit A, with a salary range of $12,140 to $14,905 per month, Salary Grid 250.

- the position of Human Resources Technician, a copy of which is attached hereto as Exhibit A, with a salary range of $4,533 to $5,566 per month, Salary Grid 151.
- the position of Jailer Supervisor, a copy of which is attached hereto as Exhibit A, with a salary range of $4,317 to $5,301 per month, Salary Grid 146.1.
- the position of Management Analyst, a copy of which is attached hereto as Exhibit A, with a salary range of $5,108 to $6,271 per month, Salary Grid 163.
- the position of Senior Deputy City Clerk, a copy of which is attached hereto as Exhibit A, with a salary range of $4,958 to $6,087 per month, Salary Grid 160.
- the position of Senior Management Analyst, a copy of which is attached hereto as Exhibit A, with a salary range of $5,699 to $6,997 per month, Salary Grid 174.

SECTION 2: The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 15th day of January, 2019.

_____
Jhonny Pineda, Mayor

ATTEST:

_____
Donna G. Schwartz, CMC
City Clerk

EXHIBIT “A”

Exhibit A

Class Specifications

CITY OF HUNTINGTON PARK
CLASS SPECIFICATION

ADMINISTRATIVE ANALYST

Civil Service Status: Exempt	Bargaining Unit: Non-Represented Employees
Probationary Period: At-Will	Approved by Civil Service Commission: 12/12/2018
Classification Series: Analyst Series	Approved by City Council: 01/15/2019
FLSA Status: Exempt	Resolution No.: 2019-XX

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are ***not*** *intended to reflect all duties performed within the job.*

DEFINITION

Under direction, to perform professional level administrative and analytical work, including comprehensive and sensitive special projects and studies, in the areas of departmental management, budget and operations; and perform other related duties as assigned.

EXAMPLE OF DUTIES

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

- Conducting administrative and special studies and making reports and recommendations;
- Assisting in budget preparation and reviewing budget requests;
- Assisting in analyzing revenue sources;
- Coordinating departmental activities and administering agreements with outside consultants, contractors or governmental agencies;
- Studying space allocations and resources utilization;
- Analyzing and recommending improved methods and procedures;
- Providing advice and assistance to departments regarding administrative practices;
- Working with citizen groups and commissions;
- Initiating and conducting research, surveys or special studies; leading organization, budget and operations activities;
- Conducting analytical studies, and making reports and recommendations;
- Developing budget estimates and requests;
- Preparing departmental budget items;
- Analyzing revenue sources;
- Coordinating departmental activities with outside consultants, contractors or agencies;
- Developing systems/procedures for assigned functions, and monitoring and revising as necessary;
- Analyzing and recommending improved methods and procedures;
- Providing advice and assistance to departments regarding administrative practices;
- Monitoring contracts for compliance;
- Representing department management at conferences, meetings and legislative hearings of the City Council or City Commissions;
- Preparing reports, procedures manuals and correspondence;
- Supervising paraprofessional or clerical staff;

(Continued)

- Developing and implementing recommendations involving broad areas of policy formulation or complex administrative action;
- Carrying out assignments with minimal supervision; and
- Performs other related duties as assigned or as the situation requires.

MINIMUM QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

- Public administration policies, practices and procedures, including personnel and fiscal management procedures;
- Statistical and research methods;
- Administrative survey techniques; and
- Computer applications related to analysis.

Skills:

- Proven computer skills and ability to efficiently use standard office software.

Ability to:

- Interpret analyze and solve operating problems of organization and management;
- Collect and evaluate data, draw valid conclusions and project consequences of various alternative recommendations;
- Operate personal computer with proficiency and familiarity;
- Communicate effectively, orally and in writing;
- Prepare complex reports and analyses;
- Maintain effective relationships with those contacted during the course of work; and
- Reason logically to analyze and solve operating problems.

Education and Experience Guidelines – *Any combination of equivalent education, training and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

Education/Training:

- Graduation from high school or GED (General Education Degree) equivalent is required or CHSPE (California High School Proficiency Examination) and college level business and/or public administration or related field courses from an accredited university or college.

Civil Service Status: Exempt	Bargaining Unit: Non-Represented Employees
Probationary Period: At-Will	Approved by Civil Service Commission: 12/12/2018
Classification Series: Analyst Series	Approved by City Council: 01/15/2019
FLSA Status: Exempt	Resolution No.: 2019-XX

Experience:

- A minimum of two (2) years of professional level experience in administrative or management analysis.

License or Certificate:

- A valid California Class C Driver's License and a satisfactory driving record.

Physical Requirements:

- Must meet approved physical and pre-placement medical standards for the position.

Bilingual Pay:

- Employees who qualify and are City-certified to speak and understand Spanish may be eligible to receive bilingual pay.

CITY OF HUNTINGTON PARK
CLASS SPECIFICATION

ADMINISTRATIVE ASSISTANT

Civil Service Status: Exempt	Bargaining Unit: Non-Represented Employees
Probationary Period: At-Will	Approved by Civil Service Commission: 12/12/2018
Classification Series: Support Staff/Secretarial/Office Series	Approved by City Council: 01/15/2019
FLSA Status: Exempt	Resolution No.: 2019-XX

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** *intended to reflect all duties performed within the job.*

DEFINITION

Under general direction of a department or division head, this position performs a wide variety of responsible, difficult and important confidential clerical and administrative work; assists the public by answering inquiries and complaints; may supervise or monitor the work of certain office staff, and performs related work as required.

EXAMPLE OF DUTIES

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

Depending upon the department to which assigned, the position(s) in the classification may perform the following essential duties:

- Plans, organizes and performs a variety of difficult confidential clerical, and/or stenographic word processing and typing work;
- Composes letters from marginal notes and oral or written directions;
- Apply accurate English usage, spelling, grammar, and punctuation to written materials;
- Opens and routes incoming mail;
- Compose and prepare routine correspondence independently;
- Communicate clearly and concisely, both verbally and in writing;
- Refers questions to appropriate authorities or resolves basic problems affecting the department or division;
- Indexes and files correspondence and reports;
- Maintains office records and files;
- Monitors budget expenditures;
- Administers department or division payroll systems and time records;
- Orders and maintains office supplies;
- Supervise the office operations of the department or division;
- Provides professional, administrative and budgetary support;
- Types and proofreads a wide variety of confidential reports, letters, memoranda, and develops office forms and report formats for use in the department;
- Operates a wide variety of computer systems for Federal, State, Regional, County and local law enforcement agencies and other City operations and programs;
- May take and transcribe oral and/or machine dictation of letters, memorandums and other materials which may include some technical terminology;

(Continued)

- May act as Secretary to boards or commissions including taking minutes, maintaining records and conducting Board or Commission correspondence;
- Records and maintains a wide variety of important programs, reports and files which may include political, legal and law enforcement records required by Federal, State, Regional, County or other government agencies;
- Accountable for the accurate and efficient recording of financial transactions;
- Schedules meetings, notifies participants, and posts notices;
- Prepares and calendars employees' personnel action forms and performance evaluations;
- Prepares and distributes monthly departmental reports;
- Helps prepare, review and edit reports to City Council, commissions and/or committees;
- Exercise appropriate judgment, initiative, tact, courtesy and discretion in dealing with confidential and/or sensitive matters;
- Explains City and departmental policies to staff and public;
- Attends staff meetings and committee meetings;
- Serves as communication link to community members, City staff and other government agencies;
- Trains, supervises and provides work direction to office support staff;
- Assigns and reviews work to ensure timely and efficient completion of office staff assignments;
- May conduct performance evaluations of subordinate staff;
- Operates a variety of standard office equipment and machines which may include some, but not limited to, the following: personal computer and related software, scanner, calculator, photo copying machine, shredder, fax machine, telephone, dictating equipment, etc.;
- Assumes responsibility for ensuring that the duties of the position are performed in a safe, and efficient manner; and
- Performs other related duties as assigned or as situation requires.

MINIMUM QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

- Good customer service practices;
- File, research and document organization in computer applications;
- Penal Code, Federal and State Laws and rules to assist the public;
- Office policies, procedures and practices;
- Municipal Government technology;
- Business letter writing and business forms; and

(Continued)

- Correct grammar usage, punctuation, spelling and vocabulary.

Skills:

- Mathematical calculations such as addition, subtraction, multiplication and division;
- Possess skills in word processing, correspondence, spreadsheets and reports using a personal computer and word processing software applications;
- Type/word process 50 words per minute accurately; and
- May take verbal or taped dictation of 80 words per minute.

Ability to:

- Perform difficult confidential work;
- Sort and verify statistical and other financial recorded data;
- Organize and prioritize, and follow-up work assignments;
- Train, supervise and provide direct work to subordinate staff;
- Demonstrate work initiative and good judgment;
- Type letters, memorandums and reports as directed by department or division head;
- Exercise independent judgment using discretion in making decisions based on standard policy or procedure;
- Independently manage a large volume of work assignments with a high degree of accuracy;
- Work independently under minimal supervision;
- Prepare important confidential reports and correspondence;
- Establish professional working relationships and resolve interpersonal conflicts;
- Communicate effectively verbally and in writing;
- Serve the public with tact and courtesy;
- Function in a team oriented environment;
- Assume responsibility for providing effective customer service;
- Effectively handle stressful situations;
- Format information such as lists, tables, documents, correspondence, etc.;
- Observe safety principles and work in a safe manner;
- Handle confidential information with discretion;
- Understand and interpret the Municipal Code, MOU's, administrative policies and departmental rules and other City policies related to job duties;
- Administer departmental/division records and organize and maintain complex filing and record keeping systems; and
- Work additional time, as requested.

CITY OF HUNTINGTON PARK
CLASS SPECIFICATION

ADMINISTRATIVE ASSISTANT

Civil Service Status: Exempt	Bargaining Unit: Non-Represented Employees
Probationary Period: At-Will	Approved by Civil Service Commission: 12/12/2018
Classification Series: Support Staff/Secretarial/Office Series	Approved by City Council: 01/15/2019
FLSA Status: Exempt	Resolution No.: 2019-XX

Education and Experience Guidelines – *Any combination of equivalent education, training and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

Education/Training:

- Graduation from high school or attainment of GED (General Education Degree) or CHSPE (California High School Proficiency Examination) supplemented by course work in computer applications, business practices and procedures, or office procedures. Attainment of an Associate of Arts Degree or higher from an accredited college or university is highly desirable.

Experience:

- Five (5) years or more of clerical/office assistant, progressive office experience including word processing, typing, public contact and customer service.

License or Certificate:

- A valid California Class C Driver's License and a satisfactory driving record; and
- May be required to obtain a Notary Public License.

Physical Requirements:

- Must meet approved physical and pre-placement medical standards for the position.

Bilingual Pay:

- Employees who qualify and are City-certified to speak and understand Spanish may be eligible to receive bilingual pay.

CITY OF HUNTINGTON PARK
CLASS SPECIFICATION

COMMUNITY SERVICES SUPERVISOR

Civil Service Status:	Exempt	Bargaining Unit:	Non-Represented Employees
Probationary Period:	At-Will	Approved by Civil Service Commission:	12/12/2018
Classification Series:	Field Services	Approved by City Council:	01/15/2019
FLSA Status:	Non- Exempt	Resolution No.:	2019-XX

Class specifications are intended to present a descriptive list of the range of duties performed by employees in this class. Specifications are ***not*** *intended to reflect all duties performed within the job.*

DEFINITION

Under direction, to plan, organize, develop, monitor and supervise the City's community services related activities and programs.

EXAMPLE OF DUTIES

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

- In assigned program areas, assists the Director of Parks & Recreation in planning and implementing community services programs;
- Promotes community participation, information and cooperation in implementing social programs;
- Coordinates with other agencies to develop, evaluate and promote special services for youths and senior citizens;
- Provides leadership, supervision and direction for Senior Citizens programs and activities at the Community Center;
- Interacts with youth, monitors juvenile delinquency, and develops delinquency prevention programs, as well as outreach strategies for youth at risk;
- Provides the direct service or acts as a resource/referral service for youth;
- Develops and monitors the year round after-school services for youth;
- Organizes and implements new citizenship development programs;
- Coordinates and promotes job training, job development and placement contacts for youth;
- Compiles and maintains a human resources directory of services;
- Establishes networks and contacts with service providers;
- Researches consumer and health-related resources for residents;
- Develops private sector cooperation and support;
- Participates with the Parks and Recreation management team in goal setting and problem solving and responds to duties and responsibilities which may be assigned from time to time;
- Assists in budget preparation; and
- Performs other related duties as assigned or as the situation requires.

CITY OF HUNTINGTON PARK
CLASS SPECIFICATION

COMMUNITY SERVICES SUPERVISOR

Civil Service Status:	Exempt	Bargaining Unit:	Non-Represented Employees
Probationary Period:	At-Will	Approved by Civil Service Commission:	12/12/2018
Classification Series:	Field Services	Approved by City Council:	01/15/2019
FLSA Status:	Non- Exempt	Resolution No.:	2019-XX

MINIMUM QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

- Principles and practices needed in designing and directing community service programs; and
- Principles and practices of supervision, program promotion and advertising.

Skills:

- Evaluating the measurable results of programs and services;
- Planning, supervising and evaluating the work of others as related to community service programs;
- Possess skills to word process general correspondence, spread sheet, and reports using a personal computer and software application; and
- Operate equipment necessary to performed assigned duties.

Ability to:

- Work effectively with a multi-ethnic community;
- Supervise others;
- Communicate effectively orally and in writing;
- Establish and maintain effective communications with other City department employees, officials, groups and other levels of government;
- Write and speak Spanish (desirable); and
- Operate a computer (highly desirable).

Education and Experience Guidelines – *Any combination of equivalent education, training and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

Education/Training:

- Graduation from high school or attainment of GED (General Education Degree) or CHSPE (California High School Proficiency Examination).

Experience:

- A minimum of three years of professional experience in community services, including one year in a supervisorial capacity, is required.

License:

- A valid California Class C Driver's License and a satisfactory driving record.

Physical Requirements:

- Must meet approved physical and pre-placement medical standards for the position.

Bilingual Pay:

- Employee who qualify and are certified to speak Spanish may be eligible to receive bilingual pay.

CITY OF HUNTINGTON PARK
CLASS SPECIFICATION

DIRECTOR OF FINANCE & ADMINISTRATIVE SERVICES

Civil Service Status:	Exempt	Bargaining Unit:	Non-Represented Employees
Probationary Period:	At-Will	Approved by Civil Service Commission:	12/12/2018
Classification Series:	Finance/Human Resources	Approved by City Council:	01/15/2019
FLSA Status:	Exempt	Resolution No.:	2019-XX

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** *intended to reflect all duties performed within the job.*

DEFINITION

Under administrative direction, plans, organizes, directs the finance activities, auditing, budget preparation, cost accounting, purchasing activities, and administers the City's human resources and risk management programs and services; oversees various City tax and other revenue-producing programs; acts jointly with the City Manager as a spokesperson in the meet and confer process with represented City employees; develops goals, policies and procedures for finance, human resources and risk management related issues; is responsible for recruitment, classification, training, benefit administration, records management and employee relations activities; participation in special Citywide management functions and projects such as long-term capital budgeting, installation of data processing programs; and performs related duties as required.

EXAMPLE OF DUTIES

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

- Directs the preparation of the City budget; supervises the review of budget requests and the compilation of estimates and projections to reach a balanced budget. Assists the City Manager in directing the development and administration of the City's budget, which may include supervision of the preparation of the Executive Budget;
- Provides direct oversight of the management of the City Budget and City work program, including those information technology systems established to track progress of the City operations toward achieving established goals;
- Preparation and use of long range financial planning, recommending solutions for long-term fiscal sustainability;
- Oversees financial review/internal control audits of all City departments and selected community businesses;
- Directs financial divisions to study financial management and accounting methods for City functions to ensure a properly maintained budget and financial system;
- Oversees the review of revenue and expenditure reports in comparison with planned budget and recommends control necessary to keep budget in balance;
- Directs the preparation of the Comprehensive Annual Financial Report (CAFR), special financial reports and analyses, and reports required by State and other governmental agencies;

(Continued)

- Provides direction for the staff of the Finance and Human Resources Departments to assist other departments on financial and human resources issues;
- Oversees the general accounting system of the City;
- Oversees and is responsible for the disbursement of all monies;
- Directs the audit of all expenditures as to budget or Council authorization;
- Directs management to prepare and submit to the City Council periodically a register of audited demands in conformance with State law;
- Supervises the Computer Systems Administrator to plan, implement and maintain appropriate technology solutions;
- Evaluates policies, operating methods, and results of the program of motel-hotel tax, sales tax, cashiering, and data processing, including the preparation of regular and special reports covering the revision, improvement, or adjustment of these programs and related services, fees, or expenditures;
- Plans, organizes, staffs, directs, coordinates, prepares, and administers the budget for a centralized human resources system; formulates and recommends policies, regulations, and practices for carrying out comprehensive programs;
- Directs, coordinates, and supervises the administration of the City classification and salary plan, recruitment, examination, selection, training, affirmative action, performance evaluation, and benefit programs;
- Serves jointly with the City Manager as chief negotiators and participates in negotiations during meet and confer sessions with various employee organizations;
- Develops, revises, and implements procedures and policies to meet requirements of City departments, ordinances and state and federal laws;
- Administer special human resources programs including but not limited to employee recognition programs, unemployment insurance program, and tuition and education assistance;
- Consults with and advises City staff and Civil Service Commission on matters related to interpretation and implementation of human resources policies, rules, practices, ordinances, and resolutions on issues which affect human resources and employee relations programs;
- Counsel managers and employees on confidential and sensitive human resources issues and subjects;
- Develops, administers and coordinates the City's benefit plans, including health and dental insurance and the City's safety management and safety training programs;
- Supervises the analysis of City training needs and the development and evaluation of training programs;

(Continued)

- Reviews and analyzes reports, legislation, court cases, and other information relating to human resources matters;
- Schedules, develops reports, and maintains records of proceedings for the Civil Service Commission;
- Provides administrative direction over the City's self-insurance programs for the identification, evaluation, and elimination or reduction of risks and liabilities;
- Coordinates case handling by consultants, law firms, and physicians, acting on behalf of the City;
- Makes recommendations based on negotiations with insurance companies for purchase of insurance or retention of risk in all areas of municipal liability, workers' compensation, property, and casualty;
- Analyzes, recommends, and monitors monetary reserves for claims adjudication; and
- Supervises the life insurance, state disability insurance, long-term disability insurance and other related programs.

MINIMUM QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

- Thorough knowledge of the principles, methods, and practices of municipal finance administration, public human resources administration, benefit administration, and employee relations, property, casualty, liability, workers' compensation, insurance, claims practices, and related California law;
- Use of long-range financial planning, recommending solutions for long-term fiscal sustainability;
- Working knowledge of the principles and practices of public administration;
- Ability to plan, organize, and direct work involved in finance and human resources administration;
- Ability to deal effectively with superiors and subordinates;
- Assign, and coordinate the activities of professional and clerical staff engaged in the administration of finance and human resources systems;
- Communicate effectively, both in written and oral form;
- Thorough knowledge of the approved principles and standard practices of centralized accounting, auditing, payroll, and revenue projection and management;
- Working knowledge of purchasing, information technology and the laws affecting municipal finance administration;

(Continued)

- Ability to prepare and present oral and written reports;
- Knowledge of research methodology, including statistical and financial analysis, and report preparation;
- Knowledge of safety practices and procedures and insurance contracts;
- Operations of municipalities, elements of public relations and supervision;
- Ability to deal effectively and constructively with the general public, City staff, and representatives of various public and private agencies, including developing effective resolutions for human resources issues and employee concerns;
- Ability to analyze, interpret and apply insurance policy provisions to determine the existence and extent of liability;
- Analyze, classify, and rate risks, exposure and loss expectancies;
- Make presentations before legal agencies;
- Collect, interpret, and evaluate data; interact with personnel at all organizational levels; ability to implement and evaluate long-range plans for reducing City losses and costs associated with general liability, workers' compensation, property, health, and casualty exposures; and
- Maintain harmonious working relations with employees, management, and all segments of the insurance industry and the public.

Skills:

- Possesses skills and knowledge to use personal computer, to utilize word processing software for general correspondence, and spreadsheets to create financial reports.

Ability to:

- Compile and analyze financial records and reports;
- Maintain effective financial controls and prepare accurate and timely financial and statistical reports;
- Handle confidential information with discretion;
- Organize and administer departmental services in an effective and efficient manner;
- Communicate effectively both orally and in writing;
- Establish and maintain cooperative and effective relationships with the City Council, staff, fellow employees, and the public;
- Plan assign, and direct the work of subordinate employees;
- Understand and interpret provisions of the municipal code, MOU's, Administrative Policies and Departmental Rules and other City Policies related to job duties;
- Review and evaluate employees job performance;
- Effectively supervise subordinates;
- Foster a teamwork environment;

- Plan, organize and prioritize work duties and assignments;
- Lead, coach, instruct and motivate employees;
- Provide leadership;
- Initiate, recommend and carry out personnel actions as required;
- Organize, assign, schedule and delegate workload among employees;
- Work necessary hours and times to accomplish goals, objectives and required tasks;
- Deal with all levels of employees and the public;
- Initiate and accomplish work in a timely manner;
- Assume responsibility for providing effective customer service; and
- Assume responsibility for maintaining a safe working environment.

Education and Experience Guidelines – *Any combination of equivalent education, training and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

Education/Training:
A Bachelor's Degree from an accredited college or university with major coursework in accounting, finance, business administration, human resources, personnel management, public administration or a closely related field is required. Certified Public Accountant designation, Master's Degree or other accreditation in a related field is desirable.

Experience:
Six (6) years of professional and progressively responsible municipal administration experience in governmental Finance, Human Resources, or Public Administration including at least three (3) years in a management capacity.

License:
A valid California Class C Driver's License and a satisfactory driving record.

Physical Requirements:
Must meet approved physical and pre-placement medical standards for the position.

Bilingual Pay:
Employees who qualify and are certified to speak Spanish may be eligible to receive bilingual pay.

CITY OF HUNTINGTON PARK
CLASS SPECIFICATION

HUMAN RESOURCES TECHNICIAN

Civil Service Status: Exempt	Bargaining Unit: Non-Represented Employees
Probationary Period: At-Will	Approved by Civil Service Commission: 12/12/2018
Classification Series: Human Resources	Approved by City Council: 01/15/2019
FLSA Status: Non-Exempt	Resolution No.: 2019-XX

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** *intended to reflect all duties performed within the job.*

DEFINITION

Under general supervision, performs a variety of sensitive, confidential, technical and monitoring tasks involved with employee recruitment and selection; performs new employee benefit orientations; maintains the Human Resources Information System (HRIS) and personnel files.

EXAMPLE OF DUTIES

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

- Prepares and updates job announcements and supplemental applications;
- Schedules applicant interviews and obtains and assists with briefing interview raters;
- Verifies interview ratings, calculates interview and other scores and prepares employment eligibility lists;
- Inputs confidential personnel data into the HRIS as appropriate; updates/maintains HRIS and other records, and maintains employee personnel files;
- Acts as systems administrator for the HRIS and develops, maintains and updates a variety of personnel related on-line forms;
- Responds to questions from employees and the public related to general personnel and recruitment/selection matters;
- Orients new employees as to applicable benefits, policies and rules;
- Operates a personal computer and applicable software to produce a variety of correspondence, reports, and other material independently;
- Compiles, checks, assembles and records information related to collective bargaining;
- Tracks and monitors probationary review and step increase eligibility data;
- Receives and checks a variety of forms, requests and enrollment documents for accuracy, appropriate signatures and overall completion;
- Responds to requests for information from other agencies and the public to include employment verifications;
- Provides a variety of assistance to other Human Resources staff members;
- Assists with open enrollment periods, the processing of deduction changes and survey responses/data gathering;
- Assists in monitoring interview and testing processes to include on-site ability/performance tests.
- Conducts salary surveys for city positions;
- Assists in staffing the Human Resources public counter;

(Continued)

- Coordinates Workers' Compensation program with third-party administrator;
- Provides direction to clerical staff as needed; and
- Performs other related duties as assigned or as the situation requires.

MINIMUM QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

- Knowledge of personnel office functions, methods and procedures;
- Basic employee benefits and insurance procedures and processes;
- Business letter and report writing;
- Methods and practices of office and general record keeping/reporting to include filing and indexing methods;
- English usage, spelling, grammar and punctuation;
- Computer applications as they relate to area assigned; and
- Customer service and telephone techniques and business math.

Skills:

- Must type accurately at a speed of 50 words per minute; and
- Proven computer skills and ability to efficiently use standard office software.

Ability to:

- Learn, apply and explain personnel related policies, rules and regulations;
- Communicate effectively orally and in writing;
- Use independent judgment and initiative;
- Establish and maintain effective relationships with those contacted in the course of work;
- Operate a personal computer and use applicable software, maintain computerized and manual files and records;
- Understand and carry out oral and written instructions;
- Deal effectively with prospective and current employees and maintain the confidentiality of sensitive information;
- Meet the public with courtesy and tact;
- Read and write at the level required for successful job performance; and
- Make accurate mathematical calculations.

CITY OF HUNTINGTON PARK
CLASS SPECIFICATION

HUMAN RESOURCES TECHNICIAN

Civil Service Status: Exempt	Bargaining Unit: Non-Represented Employees
Probationary Period: At-Will	Approved by Civil Service Commission: 12/12/2018
Classification Series: Human Resources	Approved by City Council: 01/15/2019
FLSA Status: Non-Exempt	Resolution No.: 2019-XX

Education and Experience Guidelines – *Any combination of equivalent education, training and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

Education/Training:

- Graduation from high school supplemented by some completed course work from an accredited college or university in human resources, business administration, or a related field.

Experience:

- Five (5) years of increasingly responsible clerical experience, including a minimum of two (2) years of responsible experience in a Human Resources Department or performing the duties of a Human Resources Technician or related position.

License or Certificate:

- A valid California Class C Driver's License and a satisfactory driving record.

Physical Requirements:

- Must meet approved physical and pre-placement medical standards for the position.

Bilingual Pay:

- Employees who qualify and are City-certified to speak and understand Spanish may be eligible to receive bilingual pay.

CITY OF HUNTINGTON PARK
CLASS SPECIFICATION

JAILER SUPERVISOR

Civil Service Status:	Open and Competitive	Bargaining Unit:	Police Officers' Association
Probationary Period:	One (1) Year	Approved by Civil Service Commission:	12/12/2018
Classification Series:	Police – Civilian Non-Sworn	Approved by City Council:	01/15/2019
FLSA Status:	Non-Exempt	Resolution No.:	2019-XX

Class specifications are intended to present a descriptive list of the range of duties performed by employees in this class. Specifications are **not** *intended to reflect all duties performed within the job.*

DEFINITION

Under the direction of the Police Management, this is a non-sworn, non-peace officer, uniformed supervisor, plans, directs and supervises the activities and operations of personnel performing specialized law enforcement duties; provides support to sworn and civilian constituents; and performs a variety of specialized functions and responsibilities within the assigned Police Department division.

EXAMPLE OF DUTIES

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

- Supervises, plans, and participates in the operations of an assigned section; assign necessary personnel to maintain adequate service levels to ensure effectiveness of services; maintains and prepares reports regarding unit activity; keeps supervisors informed of events affecting area of responsibility;
- Participates in the selection of staff; assigns and oversees work, provides direct and indirect supervision; writes performance evaluations; investigates employee complaints; maintains discipline and initiates corrective action; and promotes a positive work environment;
- Reviews reports accuracy, sufficiency, legality, clarity, and completeness; prepares special and/or summary reports; evaluates case or project progress; makes recommendations on project dispositions;
- Participates in the development of section related goals, objectives, policies, and procedures; implements and maintains operational procedures consistent with established practices, policies and government/Penal Code requirements;
- Develops and implements training programs for assigned personnel and oversees training of new staff; institutes procedures to ensure accuracy; modifies or recommends modifications to systems or processes to improve accuracy and efficiency; makes presentations as necessary;
- Receives and responds to difficult customer service inquiries and complaints; responds to inquiries and provides assistance to department personnel regarding section activities and procedures; acts as a liaison to other law enforcement agencies regarding section related responsibilities; and keeps superiors informed of events that may have an impact on the department or City;
- Completes assigned routine and administrative tasks; prepares work schedules, completes payroll documents, answer phones, troubleshoot equipment, prepares monthly reports, drafts staff reports, prepares tape requests, codes invoices, tracks financial accounts, manages purchasing inventory, and obtains bids for goods or services;

(Continued)

- Attend and participate in professional group meetings; stays abreast on new trends and innovations in the field of law enforcement; and
- Performs related duties as required or as the situation requires.

MINIMUM QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

- Knowledge of correctional principles, procedures and operations.
- Jail policies and procedures, including Title 15 guidelines.
- Penal codes, bail schedules, vehicle codes and booking laws and procedures.
- Completion of a certified STC Corrections Officer Core Course within one year of appointment unless this training was previously completed.
- Completion of a certified STC Jail Supervisor Core Course within one year of appointment.
- Police Supervisors assigned to the Jail Section may be required to work shifts assigned by the Jail Administrator without seniority rights.

Skills:

- Possess skills to word process general correspondence, spread sheets, and reports using a personal computer and software application;
- Touch type at least 20 words per minute.

Ability to:

- Ability to organize, assign and prioritize workload of self and others.
- Effectively supervise, train and evaluate staff.
- Identify problems, secure information and effect solutions.
- Act in the interest of protecting the department from liability.
- Understand equal employment/affirmative action guidelines and policies.
- Interpret, apply and explain section related laws, codes, regulations, and policies.
- Compile and prepare reports which include administrative reports, financial reports and law enforcement related reports.
- Review and adjust work flow, procedures and/or assignments to meet goals.
- Meet the public in situations requiring diplomacy and tact.
- Promote cooperative team work and customer service values among employees.

(Continued)

- Deal constructively with conflict and develop effective resolutions.
- Utilize law enforcement computer systems.
- Use and edit for correct grammar, punctuation, and spelling.
- Communicate effectively and persuasively both orally and in writing.
- Establish and maintain cooperative working relationships with those contacted in the performance of required duties including the public and both sworn and civilian superiors, peers, and subordinates.

Education and Experience Guidelines – *Any combination of equivalent education, training and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

Education:

- Graduation from high school or attainment of GED (General Education Degree) or CHSPE (California High School Proficiency Examination);
- An Associate Degree and some supervisory training are highly desirable.

Experience:

- Four years of increasingly responsible experience as a Detention Officer in a Type I jail facility and some lead or supervisory experience and/or training.

License or Certificate:

- A valid California Class C Driver's License and a satisfactory driving record;
- Successfully complete an approved Formalized Course Academy of Instruction (California Standards for Corrections, Title 15) within one (1) year of Jailer.

Special Requirements:

- Must pass a Police Department background check;
- Requires wearing uniforms and working in closely situated working area;
- Must demonstrate the ability to touch type at least 20 words per minute accurately.

Physical Requirements:

- Must meet approved physical and pre-placement medical standards for the position.

Bilingual Pay:

- Employees who qualify and are certified to speak Spanish may be eligible to receive bilingual pay.

CITY OF HUNTINGTON PARK
CLASS SPECIFICATION

MANAGEMENT ANALYST

Civil Service Status:	Exempt	Bargaining Unit:	Non-Represented Employees
Probationary Period:	At-Will	Approved by Civil Service Commission:	12/12/2018
Classification Series:	Management Analyst Series	Approved by City Council:	01/15/2019
FLSA Status:	Exempt	Resolution No.:	2019-XX

Class specifications are intended to present a descriptive list of the range of duties performed by employees in this class. Specifications are **not** *intended to reflect all duties performed within the job.*

DEFINITION

Under direction, to perform professional level administrative and analytical work, including comprehensive and sensitive special projects and studies, in the areas of departmental management, budget and operations.

EXAMPLE OF DUTIES

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

Depending upon the department for which assigned, the position(s) in this classification may perform the following essential duties:

- Researches, and studies organizational and administrative issues, such as budget analysis, and prepares comprehensive written reports;
- Prepares correspondence, compiles and analyzes data;
- Prepares renderings, charts, maps, diagrams and models for presentations from data gathered personally or by other staff, using automated equipment, drafting or drawing techniques;
- Assists in field investigations and surveys, such as gathering data and contacting the public regarding planning ordinances and zone violations, conducting salary surveys and gathering classification information;
- Assists in preparation and administration of examinations including grading and preparation of statistical studies using automated equipment;
- Assists in identifying and evaluating existing and proposed community service delivery systems;
- Assists in responding to routine citizens inquires and complaints;
- Assists in the design and implementation of systems and forms for use in operations;
- Attends meetings as assigned;
- Assists in maintenance of subsidiary ledgers and journals, posting, drawing up trial balances, preparing financial statements and cash receipt vouchers, audits departmental receipts;
- Assists in providing information to other departments, public and other agencies;
- Assumes responsibility for ensuring the duties of the position are performed in a safe, efficient manner; and
- Performs other related duties as assigned or as the situation requires.

CITY OF HUNTINGTON PARK
CLASS SPECIFICATION

MANAGEMENT ANALYST

Civil Service Status:	Exempt	Bargaining Unit:	Non-Represented Employees
Probationary Period:	At-Will	Approved by Civil Service Commission:	12/12/2018
Classification Series:	Management Analyst Series	Approved by City Council:	01/15/2019
FLSA Status:	Exempt	Resolution No.:	2019-XX

MINIMUM QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

- Principles and practices of public policy and administration;
- Basic budgeting process and procedures;
- Analysis techniques, and trends affecting municipal government;
- Statistical methods and research techniques;
- Applicable federal, state and local laws, codes and regulations;
- Basic principles of grant application and proposal preparation;
- Standard office procedures, practices and equipment; and
- Methods and techniques for record keeping and report preparation and writing.

Skills:

- Possess skills to word process general correspondence, spreadsheets, and reports using a personal computer and software application.

Ability to:

- Establish and maintain effective working relationships;
- Conduct research projects;
- Use graphic skills, while not required, is highly desirable;
- Collect, analyze, and interpret data;
- Organize and prepare effective grant applications and proposals;
- Perform mathematical calculations quickly and accurately;
- Research, interpret, explain, and apply applicable laws, codes and regulations;
- Read, interpret, and record data accurately;
- Organize, prioritize, and follow-up on work assignments;
- Follow written and oral directions;
- Observe safety principles and work in a safe manner;
- Communicate effectively and concisely, both orally and in writing;
- Handle confidential information with discretion;
- Understand and interprets the municipal code, MOU's, administrative policies and departmental rules and other City policies relate to their respective job duties;
- Work necessary hours and times to accomplish goals, objectives and required tasks;
- Deal with all levels of employees and the public;

(Continued)

- Initiate and accomplish work in a timely manner;
- Assume responsibility for providing effective customer service;
- Effectively handle stressful situations;
- Work additional time as requested;
- Assume responsibility for maintaining a safe working environment; and
- Develop necessary skills from on the job training and meet the standards of performance or higher for the classification.

Education and Experience Guidelines – *Any combination of equivalent education, training and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

Education/Training:

- A Bachelor's degree in Public Administration, Business Administration, or a closely related field from an accredited college or university.

Experience:

- One (1) year of administrative experience with a local government agency.

License or Certificate:

- A valid California Class C Driver's License and a satisfactory driving record.

Physical Requirements:

- Must meet approved physical and pre-placement medical standards for the position.

Bilingual Pay:

- Employees who qualify and are certified to speak Spanish may be eligible to receive bilingual pay.

CITY OF HUNTINGTON PARK
CLASS SPECIFICATION

SENIOR DEPUTY CITY CLERK

Civil Service Status:	Exempt	Bargaining Unit:	Non-Represented Employees
Probationary Period:	At-Will	Approved by Civil Service Commission:	12/12/2018
Classification Series:	City Clerk	Approved by City Council:	01/15/2019
FLSA Status:	Non-Exempt	Resolution No.:	2019-XX

Class specifications are intended to present a descriptive list of the range of duties performed by employees in this class. Specifications are **not** *intended to reflect all duties performed within the job.*

DEFINITION

Under general supervision, coordinates and assists with agendas, elections, and public records requests; assists City Clerk by performing administrative, legislative and records management functions, and performs related work as required.

EXAMPLE OF DUTIES

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

- In the absence of the City Clerk, acts in that capacity and assumes duties and responsibilities as necessary, including, but not limited to attending City Council meetings; providing direction; checking and evaluating the work of department staff; certifying and processing ordinances, resolutions, agreements, and other official documents and administering the Oath of Office;
- Prepare City Council agenda and organizes supporting documents and materials;
- Assists in the authorizing and the release of City records; insuring compliance with the Public Records Act;
- Prepares notices and publications;
- Sets up and take down City Council Chambers for City Council meetings;
- Administers records management, including appropriate control over the maintenance, protection, retention and disposition of records in accordance with legal and operational requirements, such as minutes, ordinances, resolutions, contracts, agreements, and other related documents;
- Operates office equipment, computer, calculator, facsimile, photocopy machines, typewriter, etc.;
- Assists the City Clerk with regard to assignments and work performance;
- Assist in maintaining Municipal Code and code index;
- Assist City Clerk in all phases of conducting Municipal elections;
- Maintains records of appointments, prepares notices, letters and forms, related to Boards, Commissions and Committees, while establishing a working relationship with liaisons and City Officials;
- Assists the public, City Officials and others by researching and by giving a wide variety of information regarding City records, ordinances, resolutions, etc.;
- Performs other related duties as assigned or as the situation requires;
- Coordinates the processing of City Council material following Council action including distribution, recording, and certification;

(Continued)

- Types a wide variety of material including letters, agendas, circulars, technical and general reports, various forms and other statistical and financial data involving use of limited independent judgment;
- Work overtime as requested;
- Assists in the record keeping and the opening of formal bids, hearing on applications, and appeals to come before the Council;
- Assist in the management and filing of contracts, agreements, bonds, and insurance including expiration dates and indexing actions;
- Assists in the preparation of the department budget; and
- Performs other related duties as assigned or as the situation requires.

MINIMUM QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

- Thorough knowledge of the City Clerk's office as well as the Ralph M. Brown Act, California Public Records Act, Political Reform Act, Maddy Act and Elections Code;
- Familiar with procedures and practices (Government agency laws);
- Minute taking;
- Business practices and records management;
- Detailed record keeping and filing procedures;
- Office procedures, practices and equipment;
- Correct grammar usage, punctuation, spelling and vocabulary and proofreading;
- Good customer service practices; and
- Basic mathematical operations such as addition, subtraction, multiplication and division.

Skills:

- Possess skills to word process general correspondence, spread sheets, and reports using a personal computer and software applications;
- Operate office equipment (i.e. typewriter, calculator, facsimile, photocopy machines, etc.); and
- Type at least 50 words per minute accurately.

Ability to:

- Interpret and apply laws, rules, regulations, procedures and policies;
- Act in a decisive manner, using good judgment, common sense and reaction;
- Exercise tact and diplomacy, striving to promote a positive and cooperative atmosphere;

(Continued)

- Establish and maintain smooth and effective working relationships and resolve conflicts;
- Handle confidential information with discretion and in accordance with established procedures and State and Federal Laws;
- Organize tasks, set priorities, and meet deadlines;
- Maintain filing systems;
- Follow oral and written instructions;
- Communicate effectively and tactfully with a variety of employees at all levels of the organization, other government agencies and the public;
- Prepare, write, compose, using good vocabulary and organization; accurate letters, reports and other forms of correspondence;
- Effectively handle stressful situations;
- Assume responsibility for maintaining a safe working environment;
- Develop necessary skills from on the job training and meet or exceed the standards of performance for the classification; and
- Work independently with minimal supervision.

Education and Experience Guidelines – *Any combination of equivalent education, training and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

Education/Training:

- Graduation for high school or GED (General Education Degree) equivalent is required or CHSPE (California High School Proficiency Examination and college level business and commercial courses from an accredited university or college.

Experience:

- Five (5) years or more of progressively responsible administrative support general clerical and office experience involving the development, presentation and maintenance of complex records and legal documents, public contact and handling a variety of typing, filing and record keeping tasks with three (3) or more years of experience within a City Clerk's Office.

License or Certificate:

- A valid California Class C Driver's License and a satisfactory driving record;
- Ability to obtain a State of California Notary Public within one (1) year of appointment; and
- Ability to obtain Certified Municipal Clerk designation within three (3) years of appointment.

CITY OF HUNTINGTON PARK
CLASS SPECIFICATION

SENIOR DEPUTY CITY CLERK

Civil Service Status:	Exempt	Bargaining Unit:	Non-Represented Employees
Probationary Period:	At-Will	Approved by Civil Service Commission:	12/12/2018
Classification Series:	City Clerk	Approved by City Council:	01/15/2019
FLSA Status:	Non-Exempt	Resolution No.:	2019-XX

Physical Requirements:

- Must meet approved physical and pre-placement medical standards for the position.

Bilingual Pay:

- Employees who qualify and are certified to speak Spanish may be eligible to receive bilingual pay.

CITY OF HUNTINGTON PARK
CLASS SPECIFICATION

SENIOR MANAGEMENT ANALYST

Civil Service Status:	Exempt	Bargaining Unit:	Non-Represented Employees
Probationary Period:	At-Will	Approved by Civil Service Commission:	12/12/2018
Classification Series:	Management Analyst Series	Approved by City Council:	01/15/2019
FLSA Status:	Exempt	Resolution No.:	2019-XX

Class specifications are intended to present a descriptive list of the range of duties performed by employees in this class. Specifications are ***not*** *intended to reflect all duties performed within the job.*

DEFINITION

Under general supervision, this experienced mid-management professional analyst position exercises consistent discretion and independent judgment, performs a wide variety of administrative duties in connection with the day to day operations of the City and departmental projects and programs, federal and state funded programs, fiscal and research projects and performs related duties as required.

EXAMPLE OF DUTIES

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

Depending upon the department for which assigned, the position(s) in this classification may perform the following essential duties:

- Represents the City to community organizations, and other government agencies and the general public;
- Researches, investigates and analyzes departmental and interdepartmental operations and administrative issues, including but not limited to functions, organization structures, record procedures involving forms, financial records, documents and payrolls, work output and workload, expense control, layout and equipment;
- Prepares organization and work flow charts, spreadsheets, policy and procedural manuals and written reports using automated equipment and a variety of computer software packages;
- Prepares and is responsible for or assists in the preparation and administration of department or program budget;
- Plans, organizes, prepares materials staff reports and makes presentations to the general public, to the City Manager, City Council, department heads, and other government agencies;
- Researches public and private grant programs and plans and prepare for grant applications and then manages grants;
- Assist in negotiating and preparing contracts between the City and community service providers and monitors contract compliance and administration;
- Researches, monitors, and tracks legislation and conducts surveys and studies related to community or departmental projects, analyzes resulting data and prepares oral or written presentations;
- Attends workshops and seminars and presents information to appropriate personnel for follow-up action;

(Continued)

- Coordinate and assist with Human Resources issues/problems in department and/or division;
- Plans, designs and implements monitoring systems for marketing, communications and other programs and activities;
- Administers or coordinates Recycling Programs, Household Hazardous Waste, Water Policy and Conservation;
- Administers or coordinates programs such as Used Oil Collections, Beverage Containers, and Solid Waste Collections;
- Coordinate applicant processing including background checks, police polygraph, psychological exams, and interviews;
- Coordinate new employee orientation and issuing of equipment, uniforms and ID cards;
- Coordinate employee training programs, administer, and oversee employee training records;
- Serves as department liaison with other departments or outside agencies;
- May act as department liaison between contractors and residents or commercial accounts to handle customer service issues and complaints;
- Plans and coordinates programs and/or projects and submits required related reports to other departments or government agencies;
- Confers with City officials and employees on matters of administration, finance, and operation;
- Prepares, manages and implements request for proposals and the bid process;
- Coordinates resources from other departments to develop and implement projects or programs;
- Conduct in special projects undertaken for purposes of standardization, efficiency, productivity and economy;
- May manage departments or divisions technology equipment;
- Prepares renderings, charts, maps, diagrams and models for presentation from data gathered personally or by other staff, using automated equipment, drafting or drawing techniques;
- Coordinates activities with technical and professional consultants, contractors, and City staff;
- Conducts development and design of programs based on need;
- Prepare requests for proposals and managing contracts;
- Recommends and implements policy and procedures;
- Prepares correspondence, compiles and analyzes data;
- Response to public inquiries and complaints;
- Designs and implements systems and forms for use in operations;
- Attends meetings as appropriate;
- May supervise and evaluate and train subordinate employees;
- Maintain the confidentiality of privileged information which he/she may be exposed to during the course or duties;

(Continued)

- Established positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public;
- Assumes responsibility for ensuring the duties of this position are performed in a safe, efficient manner; and
- Performs other related duties as assigned or as situations requires.

MINIMUM QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

- Appropriate professional field or technology;
- Budgetary process and procedures;
- Analyses techniques, and trends affecting municipal government;
- Business practices and procedures;
- Statistical methods and research techniques;
- Applicable federal, state and local laws, codes and regulations;
- Basic principals on grant applications and proposal preparation;
- Basic principles of mathematics;
- Standard office procedures, practices and equipment;
- Methods and techniques for record keeping and report preparation and writing.

Skills:

- Possess skills to word process general correspondence, spread sheets, and reports using a personal computer and software applications.

Ability to:

- Conduct long-term planning and manage project or programs;
- Prepare and monitor contracts;
- Make effective oral, written and comprehensive presentations to large groups;
- Coordinate groups of people and/or resources effectively;
- Use graphic skills, and while not required, is highly desirable;
- Design and implement work flow systems;
- Attend evening meetings, including City Council;
- Collect, analyze, and interpret data;
- Analyze complex issues and problems, evaluate alternatives, and recommend practical solutions; Organize and prepare effective grant applications and proposals and administer grant;

(Continued)

- Prepare, administer, and monitor departmental, program and project budgets;
- Perform mathematical calculations quickly and accurately;
- Interpret, explain, and apply applicable laws, codes and regulations;
- Read, write, comprehend, and follow written and oral instructions;
- Read, interpret, and record data accurately; organize, prioritize, and follow-up on work assignments;
- Work independently and as part of a team;
- Make sound decisions within established guidelines;
- Analyze a complex issue and develop and implement an appropriate response;
- Observe safety principles and work in a safe manner;
- Communicate effectively and concisely, both orally and in writing;
- Establish and maintain smooth effective working relationships and resolve interpersonal conflicts;
- Handle confidential information with discretion;
- Understand and interprets the municipal code, MOU's, administrative policies and departmental rules and other City policies relate to their respective job duties;
- Review and evaluate employee's job performance;
- Effectively supervise subordinates;
- Foster a team work environment;
- Plan, organize and prioritize progress;
- Lead, coach, instruct and motivate employees;
- Provide leadership and work instructions;
- Willingness to initiate, recommend and carry out personnel actions as required;
- Organize, assign, schedule and delegate workload among employees;
- Effectively manage workplace diversity issues in a diverse organization;
- Work necessary hours and times to accomplish goals, objectives and requires tasks;
- Effectively communicate both orally and in writing;
- Deal with all levels of employees and the public;
- Initiate and accomplish work in a timely manner;
- Assume responsibility for providing effective customer service;
- Effectively handle stressful situations;
- Work overtime as requested;
- Assume responsibility for maintaining a safe working environment; and
- Develop necessary skills from on the job training and meet the standards of performance or higher for the classification.

CITY OF HUNTINGTON PARK
CLASS SPECIFICATION

SENIOR MANAGEMENT ANALYST

Civil Service Status:	Exempt	Bargaining Unit:	Non-Represented Employees
Probationary Period:	At-Will	Approved by Civil Service Commission:	12/12/2018
Classification Series:	Management Analyst Series	Approved by City Council:	01/15/2019
FLSA Status:	Exempt	Resolution No.:	2019-XX

Education and Experience Guidelines – *Any combination of equivalent education, training and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

Education/Training:

- A Bachelor's degree in Public Administration, Business Administration, Urban Planning, or a closely related field from an accredited college or university. A Masters' degree in Public or Business Administration or a closely related field is desirable.

Experience:

- Five (5) years or more of responsible Administrative or Management Analyst experience, involving budget, management, organization, Human Resources or other related function, preferably with a government agency including one (1) year or more years of supervisory experience.

License or Certificate:

- A valid California Class C Driver's License and a satisfactory driving record.

Physical Requirements:

- Must meet approved physical and pre-placement medical standards for the position.

Bilingual Pay:

- Employees who qualify and are certified to speak Spanish may be eligible to receive bilingual pay.

CITY OF HUNTINGTON PARK

Police Department
City Council Agenda Report

January 15, 2019

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL FOR AUTHORIZATION TO PURCHASE BALLISTIC HELMETS AND FACE SHIELDS

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Authorize the purchase of forty (40) ballistic helmets and face shields;

2. Authorize additional budget appropriation of $13,078.10 from the Cal Cops Fund 225-7120-421.74-10 for this purchase; and

3. Authorize the Chief of Police to acquire the equipment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purchase of forty (40) ballistic helmets and face shields will replace current safety equipment that is over twenty years old and has exceeded its recommended shelf life. This equipment is issued to police officers for use during high-risk field incidents and planned tactical situations.

FISCAL IMPACT/FINANCING

Below is a graphic table depicting the information and costs pertaining to the three obtained bids for the acquisition of the desired equipment. The expanded bids are attached for review.

Vendor	Extended Price
Mallory Safety & Supply LLC	$ 13,078.10
3M	$ 16,209.20
Safeware	$ 19,520.00

The lowest and most favorable bid was provided by Mallory Safety & Supply LLC in the amount of $13,078.10.

The total fiscal impact for this requested expenditure is $13,078.10 to be drawn from the Cal Cops Fund 225-7120-421.74-10.

CONCLUSION

Upon approval by the City Council, the Chief of Police will acquire the equipment.

Respectfully submitted,

RICARDO REYES
City Manager

COSME LOZANO
Chief of Police

ATTACHMENT(S)

A. Mallory Safety & Supply LLC – Quote
B. 3M – Quote
C. Safeware – Quote

ATTACHMENT “A”

Mallory Safety & Supply LLC
44380 Osgood Road, Fremont, CA 94539
(408) 727-8530 • Fax: (408) 988-6623

QUOTATION

Order Number	
2289020	
Order Date	Page
12/27/2018 09:23:46	1 of 1
Estimated Date:	
6/11/2018 00:00:00	

Purchase Order Address:
PO Box 2068
Longview, WA 98632

Quote Expires On 2/27/2019

Bill To:

HUNTINGTON PARK POLICE DEPT
6542 MILES AVE
HUNTINGTON PARK, CA 90255

Ship To:

HUNTINGTON PARK POLICE DEPT
6542 MILES AVE
HUNTINGTON PARK, CA 90255

Requested By: Mr. GARY PRADO

Customer ID: 103688 **Carrier:** UPS - PREPAID FREIGHT **Freight:** CUSTOMER DOES NOT PAY FREIGHT

PO Number	*Ship Route*	*Taker*
40 HELMETS QUOTE - REVISED		MCASSIDY

Order Line	*Quantities* Ordered	Shipped	Remaining	UOM / Unit Size	Disp.	*Item ID* / *Item Description*	*Pricing UOM* / *Unit Size*	*Unit Price*	*Extended Price*
						Delivery Instructions: US COMMUNITIES #4400001840 THIS PRICING IS FOR THE HUNTINGTON PARK POLICE DEPT AND IS NOT ELIGIBLE FOR OTHER PUBLIC OR NON PROFIT AGENCIES FOB: DESTINATION			
1	40.0000			EA / 1.0		3MCOM-98009004791 HELMET BALLISTIC LAW ENFORCEMENT BLK BA3AC TC UNIV FIT MICH CUT COMFORT RETENTION BLACK	EA / 1.0	234.00	9,360.00
2	40.0000			EA / 1.0		PAULS-DK6H150 FACESHIELD 8IN NO ANTI FOG	EA / 1.0	65.27	2,610.80

Total Lines: 2

SUB-TOTAL:	11,970.80
TAX:	1,107.30
AMOUNT DUE:	**13,078.10**

Dispositions: C = Cancelled B = Backordered P = Production Item

U.S. Dollars

ATTACHMENT “B”

3M Personal Safety Division

LIST QUOTATION

Sales Representative:

Date: 7/10/2018

Customer Name: Huntington Park PD
Attention: Al Martinez
Phone: (323) 584-6254
Address: 6542 Miles Ave.
City, State, Zip: Huntington Park, CA 90255
Distributor Name:
Distributor Rep:
Phone:

3M Part No.	UPC #	Qty	Description	Case Qty	3M Case List Price	3M Each List Price	3M List Total	Comments
					$ -	$ -	$ -	
98009004791	00051115842726	5	3M(TM) Law Enforcement Ballistic Helmet BA3A-TC - Universal Fit - MICH Cut - Comfort Retention - Black, 1 per case	8	$ 2,472.00	$ 309.0000	$ 12,360.00	
98009007240	00051115844805	40	Paulson 8" Field Mount Face Shield	1	$ 96.23	$ 96.2300	$ 3,849.20	
					$ -	$ -	$ -	
					$ -	$ -	$ -	
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					$ -	$ -	$ -	
						Total:	$ 16,209.20	

Notes:

ATTACHMENT “C”

Safeware®

QUOTATION

4403 Forbes Blvd.
Lanham, MD 20706-4328
USA
301-683-1234
www.safewareinc.com

Order Number	
1571422	
Order Date	Page
7/16/2018 15:15:11	1 of 1

Quote Expires On 7/30/2018

Bill To: **Customer ID:** 102980

Huntington Park Police Dept
6542 Miles Avenue
Huntington Park, PA 90255

Ship To:

Huntington Park Police Dept
6542 Miles Avenue
Huntington Park, PA 90255

323-826-6645

Requested By: Sgt Gerardo Prado

PO Number	*Taker*	*Email*
Quote	Brenton Passmore	bpassmore@safewareinc.com
Freight Terms	***Phone***	***Fax***
Bill Freight	301-683-1234	

Quantities					*Item ID* / *Item Description*	*Pricing UOM* / *Unit Size*	*Unit Price*	*Extended Price*
Ordered	*Allocated*	*Remaining*	*UOM* / *Unit Size*	*Disp.*				
40.00	0.00	40.00	EA / 1.0		MMM 98009004791 3M LE Ballistic Helmet BA3A-TC, Black 3M(TM) Law Enforcement Ballistic Helmet BA3A-TC - Universal Fit - MICH Cut - Comfort Retention - Black, 1 per case ***Ordered As:*** 98009004791	EA / 1.0	360.00	14,400.00
40.00	0.00	40.00	EA / 1.0		USI DK6-H.150 Retro Fit Riot Face Shield DK6-H.150 Paulson Retro Fit face shield ***Ordered As:*** DK6-H.150	EA / 1.0	128.00	5,120.00

Total Lines: 2

SUB-TOTAL:	19,520.00
TAX:	0.00
AMOUNT DUE:	**19,520.00**

Actual freight added per freight terms

CITY OF HUNTINGTON PARK

Police Department
City Council Agenda Report

January 15, 2019

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL FOR AUTHORIZATION TO PURCHASE TWO POLICE DEPARTMENT PATROL OPERATIONS DIVISION HYBRID VEHICLES AND SUPPLEMENTARY EQUIPMENT

IT IS RECOMMENDED CITY COUNCIL:

1. Authorize the requisition of funds to purchase two new Police Department Patrol Services Division police patrol vehicles from the FORD MOTOR COMPANY, specifically South Bay Ford in Hawthorne, CA., and install associated emergency response equipment;

2. Authorize additional budget appropriation of $154,735.34 from the Forfeiture Fund, Account #229-7010-421.74-10; and

3. Authorize the Chief of Police to purchase the vehicles and install associated equipment.

BACKGROUND

The Police Department maintains a fleet of police patrol vehicles that are black and white in color and have distinct “Police” graphics identifying them as police service vehicles. These vehicles are driven by sworn police officers in the performance of their duties. In order to provide effective and efficient police service to the community, the Department must maintain and adequate number of police patrol vehicles in operation.

Over the past several months four (4) police patrol vehicles were removed from service due either to mechanical breakdown or significant traffic collision damage. The City’s Vehicle Maintenance Division (VM), has recommended all four of these patrol vehicles not be repaired as the cost of repair outweighs the value of the vehicles when weighed against the age, mileage, and mechanical condition of the patrol vehicles, respectively. These four patrol vehicles are designated on the City’s fleet as #’s 901, 907, 908, and 917. Below is a chart identifying the particulars of each vehicle.

Vehicle #	Year/Make/Model	Mileage	Reason for Replacement
901	2007 Ford Crown Victoria Police Interceptor	102,000	Constant mechanical issues.
907	2008 Ford Crown Victoria Police Interceptor	96,000	Major traffic collision damage
908	2008 Ford Crown Victoria Police Interceptor	121,000	Major traffic collision damage
917	2011 Ford Crown Victoria Police Interceptor	77,000	Major traffic collision damage

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

1). Procedure, 5.; – "*When a City owned vehicle has been damaged beyond reasonable repair or is otherwise determined by VM that it is unsafe, the Department Head may request with the concurrence of the Finance Director and the City Manager to bring a budget amendment for City Council approval to replace that vehicle at any time during a year".*

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

RECOMMENDATION

Although four patrol vehicles had to be removed from service in recent months, recognizing the expense impact on the City's budget to replace all four, it is recommended that Council authorize the purchase of two new patrol vehicles at this time. The recommended replacement patrol vehicle is the 2020 Ford Explorer Police Interceptor **Hybrid** SUV, manufactured specifically for police service to meet high speed pursuit ratings and safety standards. This vehicle is now available for purchase even though it is a 2020 model.

ANALYSIS

The Ford Explorer Police Interceptor SUV has become a standard in police vehicles across the nation for various practical reasons, including; a larger interior passenger and cargo space than police sedans, higher profile for added field of vision, all-wheel drive for enhanced handling during emergency operations, easier ability for officers to enter and exit the vehicle, and the enhanced image and confidence the SUV provides to the community.

Police patrol vehicles spend a lot of time idling on the job, which is what makes the 2020 Ford Explorer Police Interceptor **Hybrid** SUV the ideal choice. On-board electrical equipment can be powered using the lithium-ion hybrid battery, allowing the gasoline engine to shut off – running only intermittently to charge the battery – when the vehicle

is stopped and idling. It also offers significant improvements in fuel economy and reduced engine idle time, (compared to the previous years non-Hybrid SUV models), along with across-the-board improvements in performance, capability, and overall value.

The following chart shows the fuel savings benefit of the 2020 Ford Explorer Police Interceptor SUV equipped with the 3.7 liter Hybrid engine versus the same non- Hybrid SUV model, assuming 20,000 miles per year and 60% idle time over two 8 hours shifts per day. There are obvious variables due to the fluctuating cost of fuel, hours per shift the patrol vehicle spends in the field, and the overall years in service;

Cost of Fuel / Years in Service / Fuel Cost Savings

Gallon	1 Year	2 Years	3 Years	4 Years	5 Years
$3.00	$3,800	$7,600	$11,400	$15,200	$19,000
$3.50	$4,500	$9,000	$13,500	$18,000	$22,500
$4.00	$5,100	$10,200	$15,300	$20,400	$25,500
$4.50	$5,700	$11,400	$17,100	$22,800	$28,500

This study was conducted by the Ford Motor Company. Important to note that the savings continue to add-on the longer the vehicle remains in the City's fleet. Evidenced by the current age of some patrol vehicles in the police department fleet, most patrol vehicles remain in service about 10 years, which will potentially double the savings demonstrated in the above chart. Hence, each new Police Interceptor Hybrid SUV will essentially pay for itself by way of the City's savings on fuel.

PROCUREMENT PROCESS

The City Council is asked to consider the purchase of the two new 2020 Ford Explorer Police Interceptor Hybrid SUV's from South Bay Ford as a sole source purchase. Staff recognizes the City's usual procurement process requires three bids for a purchase of this nature. However, staff has found it difficult to obtain bids from other Ford dealers due to the City's recent repeated purchases from South Bay Ford. Other Ford dealers have simply been unresponsive to requests for bids. It is the opinion of staff that other Ford dealers have recognized that South Bay Ford provides competitive pricing and it is likely the City will again choose to purchase the vehicle(s) from South Bay Ford. During the last two bid cycles in February 2016 and March 2017, respectively, South Bay Ford was the lowest bidder in comparison to Ford of Montebello and National Auto Fleet Group, both of which are no longer responsive to staff requests for bids. Staff is confident South Bay Ford will again match or beat the competition, *if* another dealer was to submit a bid. Based on these factors, Council is asked to honor the last two bid cycles in which South Bay Ford was twice the lowest bidder. Additionally, South Bay Ford has committed to priority delivery of the new SUV's, although this 2020 model is already in high demand.

FISCAL IMPACT/FINANCING

The total fiscal impact for this requested expenditure is $154,735.34, to be drawn from the Forfeiture Fund Account #229-7010-421.74-10 The below table provides a breakdown of the total costs associated with purchasing the recommended 2020 Ford Explorer Police Interceptor Hybrid SUV, installing aftermarket emergency response and other necessary equipment.

Item	Base cost per vehicle	Total cost 2 vehicles
Vehicle	41,117.67	82,235.34
Radio	9,230.43*	20,000.00**
Emergency Equipment	17,941.18*	40,000.00**
Decals	950.00*	2,500.00**
MDC / Computer	4,369.86*	10,000.00**
	Total Cost	**154,735.34**
	*per 2018 pricing	**not to exceed

CONCLUSION

Upon Council approval, staff will proceed with recommended actions.

Respectfully submitted,

RICARDO REYES
City Manager

COSME LOZANO
Chief of Police

ATTACHMENT(S)

A. South Bay Ford Quote
B. Ford Vehicle Specifications Letter

ATTACHMENT “A”

SOUTH BAY

Ford LINCOLN

December 21, 2018

City of Huntington Park
Huntington Park Police Department
6542 Miles Ave.
Huntington Park, CA 90255

Reference: Email Request for Quote December 5, 2018, Lieutenant Neil Castelli

Attention: Lieutenant Neil Castelli

Dear Lieutenant Castelli,

On behalf of the employees of South Bay Ford we are pleased to submit our response to the City of Huntington Park Police Department's Request for Quote for a quantity of two (2) 2020 Ford Police Interceptors Utility with 3.3 L V6 Direct Injection Hybrid Engine System and 10 Speed Transmission with Shadow Black exterior paint and the two (2) Doors and Roof Painted White.

Item #	Vehicle and Required Options	Statement of Compliance
A.	2020 FORD UTILITY POLICE INTERCEPTOR (K8A)	Comply
B.	Engine 3.3L V6 Direct Injection Hybrid Engine System (99W)	Comply
C.	10 – Speed Automatic Transmission (44B)	Comply
D.	Preferred Equipment Package (500A)	Comply
E.	Dark Car Feature (43D)	Comply
F.	Dome Light Red/White (17T)	Comply
G.	Rear Door Handle & Lock Inoperable (86G)	Comply
H.	Global Lock/Unlock (18D)	Comply
I.	Engine Idle (47A)	Comply
J.	Rear Camera On-Demand (19V)	Comply
K.	Keyed Alike – 1248x (59B)	Comply
L.	Noise Suppression Bonds (60R)	Comply
M.	Rear View Camera (87R) – Image in Rear View Mirror	Comply
N.	Reverse Sensing (76R)	Comply
O.	Spot Lamps (51S) LED Bulb	Comply
P.	Headlamp Housing (86P)	Comply
Q.	Rear Tail Lamp Housing (86T)	Comply
R.	Configuration Audio Controls Less Voice (61R)	Comply
S.	Deflector Plate (76D)	Comply
T.	Front License Plate Bracket (153)	Comply
U.	Agate Black (UM)	Comply
V.	Paint Doors and Roof White	Comply
W.	Charcoal Black Interior – Cloth Front / Vinyl Rear (96)	Comply
X.	California Emissions (422)	Comply

SOUTH BAY

Ford LINCOLN

South Bay Ford Price FOB City of Huntington Park Maintenance Yard	$37,287.00
Sales Tax (10.25%)	$3,821.92
Tire Fee	$8.75
Exempt Plates	N/C
Total Unit Price	$41,117.67
Quantity Two (2)	$82,235.34

We at South Bay Ford appreciate the opportunity to respond to your request for quote. If you require additional information or clarification to our bid please contact me at my office (310) 706-6086, email at jjohnson@southbayford.com or my mobile (310) 720-0462.

Sincerely,

Jerald T. Johnson
Government Fleet Manager
South Bay Ford

ATTACHMENT “B”

Tony Gratson
Government Sales Manager
North American Fleet, Lease & Remarketing Operations

16800 Executive Plaza Drive
MD 6N-1A
Dearborn, MI 48126

November 1, 2018

To: All Ford Government and Law Enforcement Customers

Subject: Police Interceptor (PI) Utility, Police Responder Hybrid Sedan, F150 Police Responder, and Special Service Vehicle (SSV) Update

The following provides the latest information on the 2020 MY PI Utility, Police Responder Hybrid Sedan, SSV Plug-in Hybrid Sedan, F150 Police Responder, and Transit Prisoner Transport Vehicle (PTV).

Police Interceptor - #1 Police Vehicle Brand

- Market share is over 67% - 2018 calendar year-to-date.
- PI Utility is the most purchased police vehicle in the industry – outselling all other police vehicles combined.

2019 Police & Special Service Vehicles Brochure

- The brochure contains information on safety, comfort, durability, parts commonality, performance and optional equipment and packages for the PI Utility, Police Responder Hybrid Sedan and F150 Police Responder.
- A section on other models available for special service use including the Plug-in Hybrid Sedan, Expedition, F150, Transit Vans and more is also included.
- The Police Advisory Board members, who provide input to help with vehicle equipment and design, are listed on the inside back cover and act as liaisons and resources to law enforcement agencies.
- The back cover has contact information for Ford Motor Company Government Sales, Ford Credit and Ford Fleet Customer Service personnel that support government and law enforcement customers.
- There is a downloadable Police & Special Service Vehicles Brochure and more information at https://www.ford.com/cmslibs/content/dam/brand_ford/en_us/brand/resources/general/pdf/brochures/2019_Police_Brochure.pdf

Note: The 2019 MY PI Utility is now balanced-out.

2020 MY Police Interceptor (PI) Utility (All-New – Now Accepting Orders)

- Purpose-built for law enforcement applications, the next-generation Ford PI Utility comes standard with a state-of-the-art hybrid AWD powertrain for improved performance, along with significant fuel savings ($3,800 per vehicle/per year at $3.00 per gallon – see multi-year chart below) savings and lower CO2 emissions compared to 3.7L AWD offering**.**
- There are no compromises in passenger space, cargo space or safety. In addition to the enhanced police durability-cycle testing, it continues the unique distinction of being the only pursuit-rated vehicle designed and engineered for the 75-mph rear-impact crash standard. All other vehicles only meet the 50 mph federal standard.
- A built-in Ford modem is standard, along with a complimentary 2-year Ford Telematics subscription. It provides a powerful, simple-to-use tool that delivers manufacturer-grade information, insights and solutions – including fuel savings, CO2 emissions, vehicle health and more.
- **New Standard Features (over $2,000 value compared to 2019 MY):**
    - Ford Modem with 2-year complimentary Ford Telematics, Bluetooth capability with cellphone pass-through voice commands
    - LED low and high beam headlamps with factory-integrated wig-wag and pre-drilled holes for user-installed warning strobes
    - 4-user configurable steering wheel mounted switches
    - Class III Trailer Tow Receiver (up to 5,000 lbs.)
    - Dual-Zone Electronic Temperature Control
    - Tilt and Telescoping Steering Wheel
    - Automatic on/off Headlamps
    - Deep Sand/Snow Traction Control

- **New Available Features:**
    - Factory-installed Police Perimeter Alert System that monitors approximately 270-degrees of movement outside of the vehicle and springs into action when threatening behavior is detected
    - Rear Camera On-Demand
    - Pre-Collision Assist with Forward Collision Warning and Automatic Emergency Braking ($145 MSRP – includes a unique temporary disable switch for law enforcement)
    - Trailer Tow Lighting Package
    - Heavy Duty AGM 12V Battery (92 amp-hr., 900 CCA).

The following shows the fuel savings benefit of the 2020 MY PI Utility AWD Hybrid versus the 3.7L PI Utility AWD assuming 20,000 miles per year and 60% idle time over two 8-hour shifts per day.

Fuel Cost/ Gallon	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years
$3.00	$3,800	$7,600	$11,400	$15,200	$19,000	$22,800
$3.50	$4,500	$9,000	$13,500	$18,000	$22,500	$27,000
$4.00	$5,100	$10,200	$15,300	$20,400	$25,500	$30,600
$4.50	$5,700	$11,400	$17,100	$22,800	$28,500	$34,200

Note: Visit www.fordpoliceinterceptor.com for calculation details and to calculate your own agency's potential savings.

2020 MY PI Utility (PIU) – Michigan State Police Vehicle Test Results

- PIU with the 3.0L EcoBoost engine.
    - Fastest 0-60 and 0-100 mph times, fastest lap and fastest average lap times of all vehicles tested, including smaller V8 powered sedans.
    - Top speed was 150 mph, the fastest of any vehicle tested.
- PIU with the standard 3.3.L AWD hybrid powertrain (HEV).
    - Fasted 0-100 mph time, fastest lap and fastest average lap times of all Utility vehicles tested, including those with V8 engines (excludes PIU 3.0L EcoBoost).
    - Top speed was 137 mph, the fastest of all Utility vehicles tested, including those with V8 engines (excludes PIU 3.0L EcoBoost).

2020 MY PI Utility (PIU) – LA County Sheriff's Department Test Results

- PIU with the 3.0L EcoBoost engine.
    - Fastest 0-100 mph time, and fastest lap and fastest average lap times of all vehicles tested, including smaller V8 powered sedans.
    - Fastest ¼-mile time and top speed (only vehicle to reach 100 mph in ¼ mile).
- PIU with the standard 3.3L AWD hybrid powertrain (HEV).
    - Fasted 0-60 and 0-100 mph times of all Utility vehicles tested, including those with V8 engines (excludes PIU 3.0L EcoBoost).
    - Fastest lap and fastest average lap times of all Utility vehicles tested, including those with V8 engines (excludes PIU 3.0L EcoBoost).

2019 MY Police Responder Hybrid Sedan

- The all-new 2019 MY Police Responder Hybrid Sedan is the first pursuit-rate hybrid to market. Purpose-built for the police duty cycle, is outfitted in the heavy-duty, upfit-friendly style of the Police Interceptors.
- This forward thinking hybrid is optimized for local patrol and has a projected EPA-estimated rating of 40 mpg City (saves an estimated $4,200 in fuel savings per year/per vehicle – see multi-year chart below).
- Ford Telematics is standard. All Police Responder Hybrid Sedans come with a built-in Ford modem and 2-year complimentary Ford Telematics subscription.
- The Police Responder Hybrid Sedan reduces engine idle time by powering its electrical load with the lithium-ion battery; the engine is only required intermittently to top off the battery.

The following shows the fuel savings benefit of the Police Responder Hybrid Sedan versus the PI Sedan with standard 3.7L AWD, assuming 20,000 miles per year and 60% idle time over two 8-hour shifts per day.

Fuel Cost/ Gallon	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years
$3.00	$4,600	$9,200	$13,800	$18,400	$23,000	$27,600
$3.50	$5,400	$10,800	$16,200	$21,600	$27,000	$32,400
$4.00	$6,200	$12,400	$18,600	$24,800	$31,000	$37,200
$4.50	$7,000	$14,000	$21,000	$28,000	$35,000	$42,000

Note: Visit www.fordpoliceresponder.com for more details and to calculate your own agency's potential savings.

2019 MY SSV Plug-in Hybrid Sedan

- The all-new 2019 MY Special Service Vehicle (SSV) Plug-in Hybrid Sedan is the first Ford plug-in hybrid police vehicle to market. It is aimed squarely at specialized, non-pursuit applications like detective, investigation and administrative.
- The EPA-estimated all-electric rating is 25 miles – patrol in this all-battery mode at speeds up to 85 mph. When you surpass the estimated 25 miles, the vehicle seamlessly transition into gasoline-electric hybrid mode.
- While in the gasoline-electric hybrid mode, the estimated EPA rating is combined 42 mpg with a projected EPA-estimated range of 610 miles.

2019 MY F150 Police Responder

- The all-new 2019 MY F150 Police Responder is the first-ever pursuit rated pickup truck in the market, providing the highest horsepower and torque of any pursuit-rated police vehicle.
- The standard 3.5L EcoBoost engine is paired with a 10-speed SelectShift automatic transmission and produces 375 horsepower and 470 lb.-ft. of torque.
- The vehicle offers the most interior passenger volume of any pursuit-rated police vehicle with 131.8 cu. ft. In addition, the vehicle comes standard with a column shifter, heavy-duty cloth seats with reduced bolsters for comfort with a duty belt and anti-stab plates in seat backs, and vinyl flooring and rear seat for easy cleaning.
- Upgraded brake calipers and unique brake pad-friction material deliver necessary performance. In addition, the 18" 6-spoke machined aluminum wheels wrapped in Goodyear Wrangler tires with all-terrain traction help to conquer severe environments.
- FX4 off-road package content is standard and includes off-road tuned shock absorbers and underbody skid plates. The rear axle is electronic locking, and there is the added benefit of Hill Descent Control.

Note: Crown North America is providing police equipment options for the new 2019 MY F150 Police responder and the F150 Special Service Vehicle (SSV). For additional information go to www.crown-na.com.

2019 MY Transit Prisoner Transport Vehicle (PTV) (go to http://www.fleet.ford.com/showroom/police-vehicles/ for more information)

- The Built Ford Tough RWD line-up can be compartmentalized and customized with heating, cooling, lighting, surveillance cameras and more.
- Unibody construction with choice of three roof heights, lengths, and powertrains (including EcoBoost and diesel options).
- CNG/Propane Gaseous Engine Prep Package conversion and flex-fuel capability available with the 3.7L Ti-VCT V6 engine.
- Maximum payload rating of up to 4,650 lbs.

Modifiers Guide and Technical Training

- To access modifiers guides or information on technical training on Ford Police Vehicles go to **https://fordbbas.com/vehicleModel/PoliceVehicle**

Vehicle Special Order (VSO) (go to http://www.fleet.ford.com/showroom/police-vehicles/ for more information)

- Customers with questions regarding VSO should contact their local Ford dealer or the Ford Customer Information Center (FCIC) at 1-800-34-FLEET.

Ford Credit Municipal Finance Program (go to http://www.fleet.ford.com/showroom/police-vehicles/ for more information**)**

- Given today's budget constraints, discovering Municipal Lease/Purchase Financing could be of significant help in acquiring the essential equipment needed for your fleet (when you need it) – without the major cash outlays or long-term debt obligations. Financing options include;
    - Non-appropriation clauses, flexible payment terms (24, 36, 48, 60), flexible repayment schedules (monthly, quarterly, semi-annual and annual)
    - ESP, equipment and accessories may be included in amount financed
- The Ford Credit Municipal Finance Team stands ready to assist you with structuring a plan and answering any questions you may have. They can be reached at 1-800-241-4199 or you can visit them online at www.fordcredit.com/municipal-finance

Fleet Service Operations (FSO)

- **Benefits of using Ford Parts Cataloging and on Line Shopping** (www.fordparts.com)**:**
    - Complete Original Equipment (OE) catalog featuring VIN-filtering
    - One-stop shop for Ford, Motorcraft, Omnicraft parts and Ford Accessories
    - High-quality parts images, line-art diagrams and detailed descriptions
    - Live chat and full service call center to help Fleet customers find the right parts
    - Upload and save a list of VIN's for the ability to search with VIN accuracy
    - Set parent/child purchasing relationships inside the fleet organization using "My Buyer" features
    - Accept sponsorship from your preferred dealer for your 1:1 pricing and fulfillment options
- **Motorcraft:** Nothing beats the original. Trust only Ford and Motorcraft parts, available exclusively through your Ford dealership (www.motorcraft.com).
- **Ford Fleet Care:** Pay one monthly consolildated bill for maintenance, repair and parts needs for Fleets of all sizes. Apply now at www.fleetcare.ford.com.
- **Quick Lane:** With over 700 convenient location nationwide, Quick Lane can handle maintenance and light repair work on all makes and models using competitive part pricing (new tires, oil change, air conditioning repair, etc.). No appointment necessary. For additional information visit http://www.quicklane.com.

Crown North America – Police Interceptor Ship-Through

- Crown North America, industry leading vehicle integration specialists, operates an upfit operation located near the Police Interceptor assembly plant. This ship-through facility is available to support your vehicle upfitting needs.
- For additional information call 1-800-585-1774 or go to www.crown-na.com.

2019 MY First Responder Appreciation Program

- "First Responder Appreciation Cash" is available exclusively for active Police, Fire and EMT's.
- This program provides Police, Fire and EMT's and members of their household an additional $500 cash bonus toward the purchase or lease of an eligible Ford or Lincoln vehicle.
- Bonus cash can be combined with most publicly offered incentives.
- Verification is required and some exclusion's do apply.
- For additional information go to https://www.fordspecialoffer.com/firstresponders/

The Ford Government Sales Department and our Ford dealers are here to serve you. If you have any questions, please contact your local Ford dealership, call the Ford Fleet Customer Information Center (FCIC) at 1-800-34-FLEET (Option #2), or the appropriate person listed on the back of the brochure or me.

Thank you for purchasing Ford vehicles. Ford Motor Company is committed to the government and law enforcement industries and our police vehicle legacy continues with the Police Interceptor Utility and new additions including the Police Responder Hybrid Sedan and F150 Police Responder. If you need any assistance, please let us know. We look forward to serving you.

Sincerely,

Tony Gratson
tgratson@ford.com
313-390-1041

CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

January 15, 2019

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL OF AWARD OF CONTRACT SERVICES AGREEMENT TO PRECISION CONCRETE CUTTING FOR THE ANNUAL SIDEWALK TRIP HAZARD REMEDIATION - CIP NO. 2018-09

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve award of contract services agreement to Precision Concrete Cutting for the Annual Sidewalk Trip Hazard Remediation CIP No. 2018-09 for a not-to-exceed amount of $245,000 for FY 2018-19 and a not-to-exceed amount of $100,000 for FYs 2019-20 and 2020-21; and

2. Authorize City Manager to execute a three (3) year agreement with the possibility of two (2), one-year extensions for a not-to-exceed total of five (5) years.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Americans with Disabilities Act (ADA) of 1990 defines a 'trip hazard' as any vertical change of over a quarter of an inch (¼") or more at any joint or crack. Since the ADA demands strict compliance, trip hazards represent a legal liability to the City. Staff evaluated three distinct techniques for repairing damaged sidewalk and are summarized as followed:

1. Completely dig out the damages sidewalk slabs and add new concrete.
    a. The entire effected area is removed to bare ground, surface is leveled, and new concrete slabs are poured. This removal usually includes the two peaked/uplifted slabs and the surrounding slabs.
    b. Pros:
        i. Eliminates the hazard
        ii. Allow workers to fix problems under the concrete
        iii. New concrete is poured
    c. Cons:

i. Time Consuming
ii. Pricey
iii. Shuts down sidewalk until concrete cures

2. Use a Scarifier to level the slabs without removal.
   a. Just the trip hazard is removed using a Scarifier, which grinds the sidewalk. The effected slabs are kept and are left with a textured, non-slip surface.
   b. Pros:
      i. Eliminates the hazard
      ii. Quick, Long lasting fix
      iii. Cost Effective
      iv. Dust control must be utilized with Sacrifier
   c. Cons:
      i. Workers cannot fix problems under the concrete
      ii. Leaves the surface unappealing (exposed aggregate/rock)

3. Use of a horizontal saw cutting technique that guarantee's a planar surface after cutting.
   a. The finished result has a smooth uniform appearance and texture and leaves a zero point of differential between the two concrete sidewalk slabs.
   b. Pros:
      i. Eliminates the hazard
      ii. Quick, Long lasting fix
      iii. Cost Effective
      iv. Proposed method leaves the surface with a smooth finish and esthetic appearance.
      v. Contractor must use a dust abatement system that limits the dust emitted from the saw cutting.
   c. Cons:
      i. Workers cannot fix problems under the concrete

City staff's recommendation was to utilize option number three above as the preferred method to repairing trip hazards. On May 2, 2017, the City Council authorized the trip hazard repair pilot program that would utilize proprietary technology and equipment to survey and make the necessary sidewalk repairs without having to remove and replace the concrete sidewalk panels. The survey program focused on eliminating sidewalk tripping hazards between a quarter of an inch (¼") and two inches (2") by applying a horizontal cutting method that eliminates the lifted portion of the sidewalk. Each identified offset was tapered according to ADA specifications and the finished sidewalk contained a smooth, uniform appearance and texture. The survey identified trip hazards throughout the City and divided the City into five separate regional boundaries.

At the August 15, 2017 City Council meeting, staff informed the City Council of the need to mitigate additional sidewalk trip hazards in the public right-of-way due in part to parkway trees lifting and damaging the aging sidewalk infrastructure.

At the October 2, 2018 City Council meeting, staff was given direction to publish a Request for Proposal (RFP) to solicit qualified construction companies to address some of the City's trip hazard needs. Staff released a formal RFP on November 8, 2018, with a submission deadline of December 6, 2018. The RFP was posted on the City's website and there were over 15 professional firms and e-bid board companies that viewed and further distributed the RFP.

The City received three (3) proposals.

1. BPR, Inc. from Port Hueneme, CA
2. Precision Concrete Cutting from Chino Hills, CA
3. CT&T Concrete Cutting, Inc. from Diamond Bar, CA

City staff performed its due diligence and contacted the references provided by each of the firms that submitted proposals. Additionally, City staff conducted an independent analysis and researched other public agencies that utilized the services from the three firms. Questions asked of the references included:

- What kind of work did the contractor do for you?
- Did you have a clear idea of what the contractor was going to do?
- Did they show up on time?
- Was it the same or difference crew members performing the work?
- Did you get the results you expected?
- Did the contractor stay on schedule?
- Would you hire this contractor again?

The conclusion was the Precision Concrete Cutting (PCC) provided the most responsive proposal and its operations employs technology that will assist the City in creating GIS layers to further enhance and update the infrastructure inventory. Considering the aforementioned, staff recommends the execution of a Professional Services Agreement for the Annual Sidewalk Trip Hazard Remediation CIP 2018-09 for a not-to-exceed amount of $245,000 with PCC.

LEGAL REQUIREMENT

California Streets and Highways Code Section 5610 holds property owners responsible for the maintenance of sidewalks fronting their property. City staff defines a sidewalk as defective when in the judgment of the City Engineer, the vertical or horizontal line or grade is altered or displaced, or such other condition that interferes with the public convenience in the use of the sidewalk.

Public agencies are not required to report maintenance projects and emergency work to the Department of Industrial Relations (DIR). Contractors on maintenance projects that are part of public works projects are required to continue paying prevailing wages, though are not required to register with the DIR.

FISCAL IMPACT/FINANCING

Funding for the Trip Hazard Repair Program was approved in the City's FY 2018-19 Adopted Budget in account no. 221-4010-431.73-10 and the proposed cost is within the department's budget. The not-to-exceed amounts of $100,000 per year in Fiscal Years 2019-20 and 2020-21 for the repairs of sidewalks will be included in the respective annual budgets.

CONCLUSION

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

Respectfully submitted,

RICARDO REYES
City Manager

DANIEL HERNANDEZ
Director of Public Works

ATTACHMENT(S)

A. Proposals
B. Draft Contract Services Agreement

ATTACHMENT “A”

Precision Concrete Cutting Proposal

Annual Sidewalk Trip Hazard Remediation (CIP N0. 2018-2019):

Presented to: CITY OF HUNTINGTON PARK
December 5th 2018

CONTACT: DANIEL HERNANDEZ

INTRO LETTER

Dear Mr. Hernandez,

From 2007, Precision Concrete Cutting (PCC) of Southern California worked with many cities, inspecting and repairing over 100,000 sidewalk panels around Southern California without a single safety incident. This experience has granted us the unique opportunity to fully recognize what it is like to work in the City of Compton and interact with the community. Ron Durna was the foreman during this time and will be the Project Manager if award the RFQ. PCC can meet all the contract requirements and specifications outlined in the RFQ for Sidewalk Trip Hazard Remediation.

Precision Concrete Cutting of Southern California has been operating for more than 12 years. Its Senior Management is based here in Southern California, possessing a combination of 30+ years in service, project implementation, and business management on an executive level. In its operating years, Precision Concrete Cutting has led the company to build a clientele of over 500 and completing more than 1000 projects repairing trip and fall hazards.

The management team is complemented by an elite team of professional repair and survey technicians, who work in crews to inspect and repair sidewalks. In their artisan roles, each must achieve an immense level of craftsmanship, perform consistently at a physical demanding level, all while being meticulous in calculating and recording repair specifications. In addition, each technician provides a courteous, pleasant interface with members of business and residential communities they meet in their day-to-day activities -- to deliver the results expected by clients.

If awarded the contract for RFQ Sidewalk Trip Hazard Remediation, Precision Concrete Cutting will deploy personnel who are experienced in operating with cities of all magnitudes. Their experience will enable a swift yet efficient start for the service delivery of this contract.

The team members assigned and responsible for the City of Huntington Park projects, have many years of experience working in the area, along with other municipalities ranging from state capitals to small towns. Each technician is experienced in collaborating on projects as complex as: light rail train systems, city hazards, elevation correction per drainage issue and/ or repairing decades of work order backlogs for municipal clients. They are trained in the consideration of how to operate in sensitive business districts, pedestrian/resident inquiries, and customer communications.

Our experience and delivery of end-to-end sidewalk inspection and repair services has resulted in multi-year agreements with large municipal customers, universities, housing authorities, property management firms and private companies.

Should the City choose Precision Concrete Cutting, we promise to continue our commitment to excellence and quality. We will deploy only our most experienced and skilled technicians. As our track record has proven, we promise to provide the citizens of Compton with the quality of service that they have grown to expect.

PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

ABOUT PRECISION CONCRETE CUTTING

PCC is the leader in uneven sidewalk repair

- Founded in 1992, branches throughout the US
- Developed a process to overcome the limitations and poor results from other methods
- Awarded 5 patents by the US patent and trademark office
- PCC offers this services throughout the US and Canada
- Working with 100s of cities, counties, and property managers throughout California

U.S. GREEN BUILDING COUNCIL MEMBER

PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

WHAT WE DO

We help cities keep their sidewalks safe, accessible, and ADA compliant while managing tight budgets.

- Sidewalk safety, accessibility, and risk management are top priorities because of recent national and state court rulings.
- The question for City Managers is how to manage sidewalk maintenance and risk within the constraints of your budgets.

PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

OUR SOLUTION

We offer the most cost effective solution for maintaining your sidewalks.

Provide comprehensive Sidewalk Assessment Surveys using our specialized GPS survey software to identify the problem and provide an in-depth report and recommendations.

Offer a unique Uneven Sidewalk Repair service that stretches your budget, meets your ADA requirements, and removes your risk of liability.

Offer a city wide Sidewalk Repair and Maintenance Programs tailored to your needs and budget constraints.

PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

COMPREHENSIVE SIDEWALK SURVEYS

City of Commerce inspection report

Map of hazard location Emil Avenue

PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

Precision Concrete Cutting
13089 Peyton Dr #C235
Chino Hills, Ca 91709

City of Commerce
City Manager-Public Works
2555 Commerce Way
Commerce, CA 90040
PH: (323) 722-4805

Sidewalk Inspection Report Matrix
City of Commerce - Zone 247
Emil Avenue

Total Sq. Ft. 1545

	LOCATION SPECIFICS						CONDITION							RECOMMENDED REPAIR						VISUAL	LAT	LONG
No.	Street Name	Segment From	Segment To	Location/Description	Insp Date	Height 1	Height 2	Lineal Feet	Spall	Joint	Crack	Tree	Pack Fill	Replace	Grind	Panel Width	Length (L/R)	SQ FT	Image		
1	Emil Avenue	Watcher	Gage	6354 E. Emil Ave.	2016-08-23	0.38	0.38	4							X	4	12	48	Hazard 1	33.9736938	-118.14048
2	Emil Avenue	Watcher	Gage	6354 E. Emil Ave.	2016-08-23	0.88	0.38	5							X	4	5	20	Hazard 2	33.9737816	-118.14048
3	Emil Avenue	Watcher	Gage	6350 E. Emil Ave.	2016-08-23	0.38	0.38	4							X	4	5	20	Hazard 3	33.9738127	-118.14047
4	Emil Avenue	Watcher	Gage	6350 E. Emil Ave.	2016-08-23	0.5	0.25	4							X	4	5	20	Hazard 4	33.9739265	-118.14042
5	Emil Avenue	Watcher	Gage	AF 6347 E. Emil Ave.	2016-08-23	0.38	0.25	4							X	4	5	20	Hazard 5	33.9739799	-118.1404
6	Emil Avenue	Watcher	Gage	AF 6347 E. Emil Ave.	2016-08-23	0.5	0.25	4							X	4	5	20	Hazard 6	33.973999	-118.14039
7	Emil Avenue	Watcher	Gage	AF 6347 E. Emil Ave.	2016-08-23	0.63	0.25	4							X	4	5	20	Hazard 7	33.9740372	-118.14037
8	Emil Avenue	Watcher	Gage	AF 6347 E. Emil Ave.	2016-08-23	0.5	0.25	4							X	4	5	20	Hazard 8	33.9740372	-118.14039
9	Emil Avenue	Watcher	Gage	AF 6335 Emil Ave.	2016-08-23	0	0	0						X		4	40	160	Hazard 9	33.9742546	-118.14025
10	Emil Avenue	Watcher	Gage	AF 6327 Emil Ave.	2016-08-23	0.5	0.25	4							X	4	5	20	Hazard 10	33.9744072	-118.14018
11	Emil Avenue	Watcher	Gage	AF 6327 Emil Ave.	2016-08-23	1.13	0.25	4							X	4	5	20	Hazard 11	33.9744415	-118.1402
12	Emil Avenue	Watcher	Gage	6318 E. Emil Ave.	2016-08-23	1.38	0.25	4							X	4	5	20	Hazard 12	33.9745332	-118.1401
13	Emil Avenue	Watcher	Gage	6318 E. Emil Ave.	2016-08-23	0.5	0	4							X	4	5	20	Hazard 13	33.9745789	-118.14008
14	Emil Avenue	Watcher	Gage	6304 E. Emil Ave.	2016-08-23	0.88	0.25	9							X	9	10	90	Hazard 14	33.975071	-118.13967
15	Emil Avenue	Watcher	Gage	6304 E. Emil Ave.	2016-08-23	0.38	0.25	9							X	9	15	135	Hazard 15	33.974965	-118.13962
16	Emil Avenue	Watcher	Gage	6205 W. Emil Ave.	2016-08-23	1.5	0.38	4							X	4	5	20	Hazard 16	33.9759102	-118.13928
17	Emil Avenue	Watcher	Gage	6205 W. Emil Ave.	2016-08-23	0.88	0.88	4							X	4	5	20	Hazard 17	33.9758987	-118.13982
18	Emil Avenue	Watcher	Gage	6205 W. Emil Ave.	2016-08-23	0.88	0.38	4							X	4	5	20	Hazard 18	33.9759216	-118.13941
19	Emil Avenue	Watcher	Gage	6205 W. Emil Ave.	2016-08-23	0.63	0.5	4							X	4	5	20	Hazard 19	33.9758912	-118.1399
20	Emil Avenue	Watcher	Gage	6205 W. Emil Ave.	2016-08-23	0.63	0.5	5							X	4	5	20	Hazard 20	33.9758224	-118.13946
21	Emil Avenue	Watcher	Gage	6205 W. Emil Ave.	2016-08-23	0.5	0.13	4							X	4	5	20	Hazard 21	33.9757957	-118.13947
22	Emil Avenue	Watcher	Gage	6219 W. Emil Ave.	2016-08-23	0.38	0.13	4							X	4	5	20	Hazard 22	33.9755325	-118.13968
23	Emil Avenue	Watcher	Gage	6225 W. Emil Ave.	2016-08-23	0	0	0						X		4	32	128	Hazard 23	33.9754181	-118.13972
24	Emil Avenue	Watcher	Gage	6281 W. Emil Ave.	2016-08-23	0.75	0.25	4							X	4	5	20	Hazard 24	33.9752683	-118.13984
25	Emil Avenue	Watcher	Gage	6303 W. Emil Ave.	2016-08-23	0	0	0						X		4	26	104	Hazard 25	33.9749413	-118.14006
26	Emil Avenue	Watcher	Gage	6315 W. Emil Ave.	2016-08-23	0.5	0.25	4							X	4	5	20	Hazard 26	33.9746857	-118.14021
27	Emil Avenue	Watcher	Gage	6315 W. Emil Ave.	2016-08-23	0.63	0.38	4							X	4	5	20	Hazard 27	33.9746628	-118.14021
28	Emil Avenue	Watcher	Gage	6315 W. Emil Ave.	2016-08-23	0.5	0.13	4							X	4	5	20	Hazard 28	33.9746513	-118.14023
29	Emil Avenue	Watcher	Gage	6319 W. Emil Ave.	2016-08-23	0.38	0.13	4							X	4	5	20	Hazard 29	33.9746056	-118.14026
30	Emil Avenue	Watcher	Gage	6323 W. Emil Ave.	2016-08-23	0.5	0.38	1							X	4	5	20	Hazard 30	33.9745216	-118.14031
31	Emil Avenue	Watcher	Gage	6327 W. Emil Ave.	2016-08-23	1.25	0.5	4							X	4	5	20	Hazard 31	33.9744377	-118.14033
32	Emil Avenue	Watcher	Gage	6327 W. Emil Ave.	2016-08-23	0.75	0.38	4							X	4	5	20	Hazard 32	33.9744148	-118.14034
33	Emil Avenue	Watcher	Gage	6327 W. Emil Ave.	2016-08-23	1.25	0.75	4							X	4	5	20	Hazard 33	33.974411	-118.14037
34	Emil Avenue	Watcher	Gage	6327 W. Emil Ave.	2016-08-23	1.13	0.63	4							X	4	5	20	Hazard 34	33.9743767	-118.14039
35	Emil Avenue	Watcher	Gage	6335 W. Emil Ave.	2016-08-23	0.38	0.25	4							X	4	5	20	Hazard 35	33.9743576	-118.14043
36	Emil Avenue	Watcher	Gage	6341 W. Emil Ave.	2016-08-23	0.75	0.38	4							X	4	5	20	Hazard 36	33.9741516	-118.14055
37	Emil Avenue	Watcher	Gage	6341 W. Emil Ave.	2016-08-23	1.38	0.5	4							X	4	5	20	Hazard 37	33.974144	-118.14056
38	Emil Avenue	Watcher	Gage	6341 W. Emil Ave.	2016-08-23	0.88	0.25	4							X	4	5	20	Hazard 38	33.9741287	-118.14056
39	Emil Avenue	Watcher	Gage	6347 W. Emil Ave.	2016-08-23	0.38	0.25	4							X	4	5	20	Hazard 39	33.9740915	-118.14059
40	Emil Avenue	Watcher	Gage	6349 W. Emil Ave.	2016-08-23	0.63	0.25	4							X	4	5	20	Hazard 40	33.974037	-118.14063
41	Emil Avenue	Watcher	Gage	6351 W. Emil Ave.	2016-08-23	0.5	0.13	4							X	4	5	20	Hazard 41	33.9738083	-118.1407
42	Emil Avenue	Watcher	Gage	6357 W. Emil Ave.	2016-08-23	0.5	0.88	4							X	4	5	20	Hazard 42	33.9737167	-118.14072
43	Emil Avenue	Watcher	Gage	6357 W. Emil Ave.	2016-08-23	0.5	0.25	4							X	4	5	20	Hazard 43	33.9736824	-118.14073
44	Emil Avenue	Watcher	Gage	6359 W. Emil Ave.	2016-08-23	0.5	0.25	4							X	4	5	20	Hazard 44	33.9736485	-118.14072
45	Emil Avenue	Watcher	Gage	6359 W. Emil Ave.	2016-08-23	1	0	4							X	4	5	20	Hazard 45	33.973597	-118.14074
46	Emil Avenue	Watcher	Gage	6359 W. Emil Ave.	2016-08-23	1	0.5	4							X	4	5	20	Hazard 46	33.973578	-118.14077
47	Emil Avenue	Watcher	Gage	6367 W. Emil Ave.	2016-08-23	0.38	0	4							X	4	5	20	Hazard 47	33.973484	-118.1407
48	Emil Avenue	Watcher	Gage	6367 W. Emil Ave.	2016-08-23	0.63	0	8							X	4	10	40	Hazard 48	33.973465	-118.1407
49	Emil Avenue	Watcher	Gage	6367 W. Emil Ave.	2016-08-23	1	0.38	4							X	4	5	20	Hazard 49	33.973346	-118.14075
	Cell Totals							195						3	46			1545			

LEADING UNEVEN SIDEWALK REPAIR

The benefits of our service include

- Substantial budget savings over other methods
- Guaranteed ADA and OSHA Compliance
- Reduced liability risk
- A clean, attractive finish
- Quick removal with little disruption in service
- Safe and longer lasting sidewalks
- Satisfied community members

PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

WHY WE DON'T GRIND

- Grinding often damages the concrete (breaks edges, knocks out aggregate, scars adjacent panels, creates micro cracks).
- Often unsightly (leaves a rough, uneven scarring)
- Difficult to comply with the ADA slope requirements
- Hard to use on larger trip hazards (over 1 inch)
- Unable to remove hazards next to objects
- Very slow process and generates lots of dust
- Has no cost advantage

PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

LEADING UNEVEN SIDEWALK REPAIR

Rather than grind down trip hazards or replace the sidewalk, we cut trip hazards with precision diamond saws.

- **Proven patented diamond saw cutting method**
  - completely removes difference in vertical elevation of greater than 1/4 inch to 2 1/2 inches between panels. Saves more sidewalk.
- **Superior results compared to unsightly grinding and asphalt patching**
  - Lower Risk through full compliance with ADA and OSHA requirements.
  - Aesthetics more correct for city residents & visitors, no ugly grinds or asphalt ramps.
- **Remove sidewalk hazards quickly, with little disruption of foot traffic**
  - up to 150 repairs per day.

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PRECISION CONCRETE CUTTING REPAIRS

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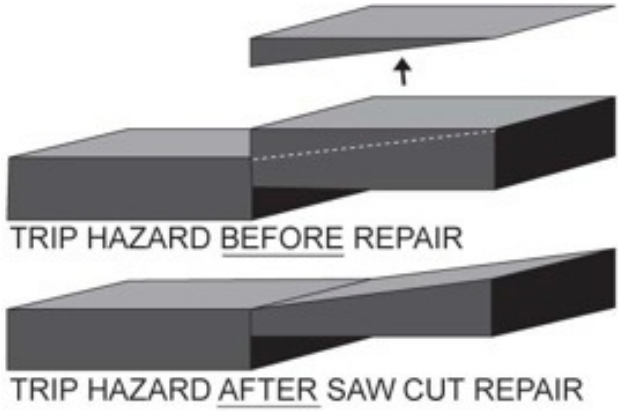
PRECISION CONCRETE CUTTING DIFFERENCE

REPAIR SPECIFICATIONS

1. Hazards removed from the full length of the panel (full edge-to-edge repair).
2. Sidewalks repaired at a slope of 1:8, in compliance with ADA requirements.
3. Handicap ramps or special areas repaired at a slope of 1:12, in compliance with ADA requirements.
4. Debris from repaired areas collected and removed.
5. A dust abatement system used during all repair operations.
6. The repaired areas are smooth and uniform with a coefficient of friction exceeding OSHA requirements for public walkways.
7. A detailed, audit-able invoice is presented for every repair.



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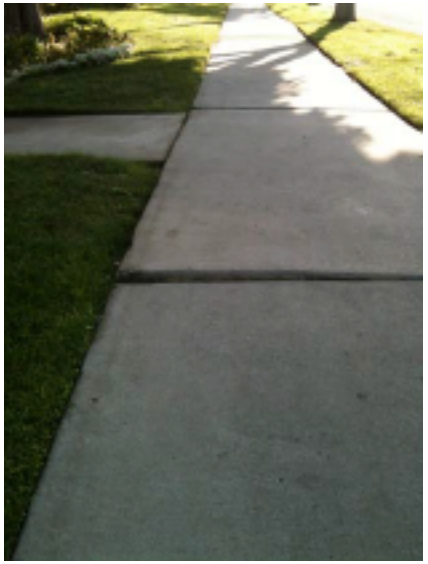
CURRENT REPLACEMENT REPAIR METHOD

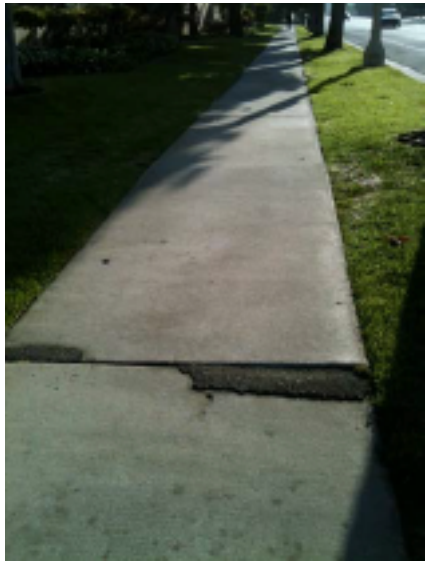
Coverage Limited by Budget Allocation



1/2 to 1 inch high

Asphalt Ramp or Grind

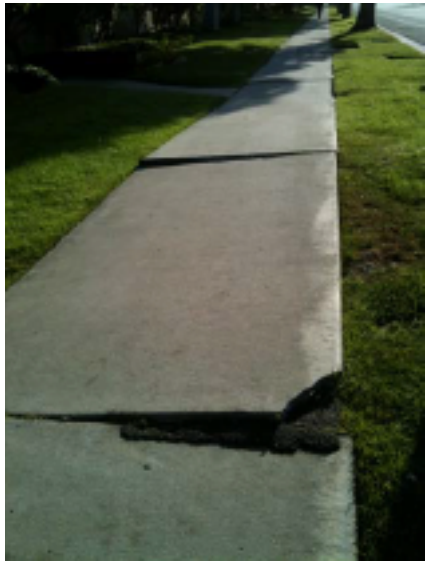
$25 - $50 per location



1 to 1 1/2 Inches High

Replace

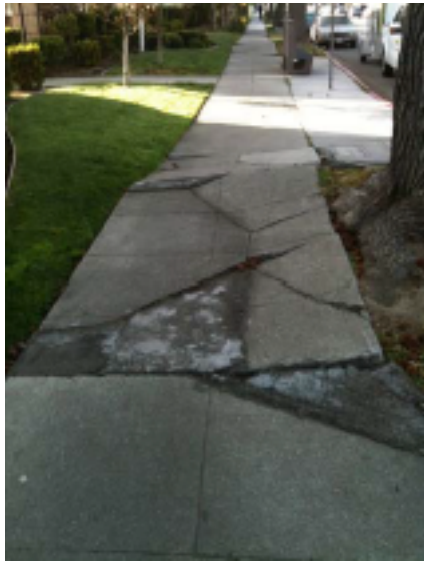
$3,000 - $5,000 per location



1 1/2 to 2 Inches High

Replace

$3,000 - $5,000 per location



Above 2 Inches High

Replace

$3,000 - $5,000 per location

$$$ BUDGET & TIME INTENSIVE - $$$ LIABILITY RISK

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STRETCH YOUR BUDGET

Precision Saw Cutting can repair more at a fraction of the cost of replacement

1/2 to 1 inch high

Repair by Precision Saw Cutting

$25 - $50 per location

1 to 1 1/2 Inches High

Repair by Precision

Saw Cutting

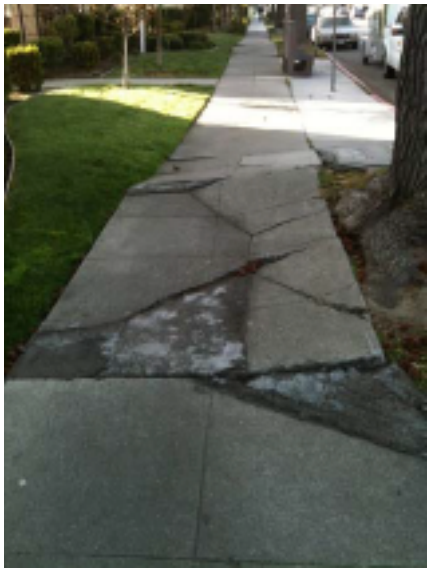
$50 - $100 per location

1 1/2 to 2 Inches High

Repair by Precision

Saw Cutting

$100 - $200 per location



Above 2 Inches High

Replace

Temporary Asphalt

$3,000 - $7,000 per location

REPAIR MORE SIDEWALK & REMOVE LIABILITY

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PRECISION SAW CUTTING SOLUTION

80% of problems addressed by low cost saw cutting ~ $25 - $200 per location

Precision Saw Cutting sidewalk panels for changes in elevations up to 2 1/2 inches high

- Repair 10 times as much sidewalk as removal and replacement
- Better use of city assets, save more of the sidewalk

20% addressed by higher cost replacement ~ $3000 - $5000 per location

- Replace sidewalk panels with changes in elevation between panels above 2 1/2 inches
- Saves budget for more repairs of severe problems
- Only replace when absolutely necessary

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MAINTENANCE & RISK MANAGEMENT PROGRAM

Proposed Annual Sidewalk Maintenance Program

- **Sidewalk Survey**
  - Annual, bi-annual, quarterly inspection
  - Specify problems and recommended actions to be taken.
  - Prioritize the areas and problems to be resolved
  - Size and severity of hazards, high traffic areas
  - Identify repairs to be accomplished by saw cutting
  - Recommend areas to be demolished and replaced
- **Remove the existing trip hazards by Saw Cutting up to 2 1/2 inches in height**
  - Fixed budget “not to exceed” per month, quarter, year
  - Quickly reduces Liability Risk
  - Lowest overall cost
  - Minimizes the amount of costly replacement
  - Maximizing the useful life of the existing sidewalk
  - Maximize the amount of sidewalk restored
  - Stretching budget dollars over more miles of sidewalk
- **Remove and Replace areas not recommended for saw cutting**
  - Maximizes the repair of locations that truly needs to be replaced

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CASE STUDY: WESTWOOD VILLAGE

- **Removed 496 sidewalks trip hazards of the 615 existing trip hazards identified**
  - -completely removed difference in vertical elevation of 1/2 inch to 2 1/2 inches between panels
  - -recommended only 91 areas for removal and replacement
- **Project completed quickly, with little disruption of foot traffic**
  - - only 30 days to complete, work completed in non-peak hours
- **Substantial budget savings**
  - -Save more than $107,000 in demolition and replacement costs
  - -extended the useful life of existing sidewalks for many years
- **Superior results compared to grinding and asphalt patching**
  - -In full compliance with ADA and OSHA requirements.
  - -aesthetics more correct for Westwood Village, no ugly grinds and less asphalt ramps

- **80% of problems addressed by low cost methods - $25 -$300 per location**
- **20% addressed by high cost methods - $3000-$5000 per location**

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OUR SURVEYS

CITYWIDE SIDEWALK ASSESSMENT

- Inspection of sidewalks within the public right-of-way, commercial/residential driveway approach.
- Scope of Work as agreed by City and Precision Concrete Cutting (PCC).
- Risk factors & distress items are collected over a period as agreed by the City and PCC.
- All data is recorded in the Sidewalk Assessment Report as agreed by the City and PCC.
- Data summarized by street segments and itemized by physical address, GPS location, the size of the " Hazard", the severity of the hazard (amount of risk) and "Condition" (type of repair).
- Recommended action provided for each location including repair method.
- Maps are created by street segment that display the itemized hazard location color coded by priority as Less Severe (yellow), Severe (orange), and Most Severe (red).
- Photographs can be taken of damaged areas as agreed by the CITY and PCC.

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SIDEWALK ASSESSMENT SURVEYS

APPROACH

- Simple and fast
- Survey resources will include experienced surveyors/data collectors,
- Specialized data collection and GPS mapping program
- Data processing technicians
- Scope of Work customized to meet City requirements

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CITYWIDE SIDEWALK ASSESSMENT

FOCUS ON THE FOLLOWING AREAS OF SIDEWALK MAINTENANCE

SIDEWALK CONDITION

Sidewalk condition is a measurement of physical distresses such as spall surfaces, cracks, heaving, and settling. Spalling is the result of environmental exposure of inferior workmanship or materials. Cracking is a sign of premature failure that is often the result of excessive loads from heavy construction equipment, settling due to poor trench compaction or heaving caused by tree roots.

SIDEWALK TRIP HAZARDS

Trip hazards are vertical faces that present the opportunity for the unaware or impaired person to catch their toe. The trip faces that are between 1/2” and 2” are considered more dangerous than larger separations. Trips are often repaired one of two ways: trips under 2 " inches in height are cut off and feathered back at ADA standards, larger trips are totally removed and replaced with new concrete.

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CITYWIDE SIDEWALK ASSESSMENT

Sidewalk Trip Hazards.

Sidewalk trip hazards are recorded and divided by the size of the vertical face exposed. We have grouped the surveyed hazards into the following three classes.

Hazard Classes

Less Severe (small) Above 1/4” high to 1/2”

Severe (medium) 5/8” high to 1”

Most Severe (large) Above 1” high to 2 1/2”

We recommend the repair of trip hazards by saw cutting for all hazards 3/8” to 2 "” high to save cost and extend the useful life of the existing sidewalk. Larger trips (above 2 "”) and are best resolved by the removal and replacement of the entire panel. The cutting of individual trip hazards can be scheduled to incrementally address the most hazardous areas first. The “remove and rep

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EXAMPLE: SIDEWALK ASSESSMENT MATRIX

PRECISION CONCRETE CUTTING
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City of Commerce
City Manager-Public Works
2535 Commerce Way
Commerce, CA 90040
Ph: (323) 722-4805

Sidewalk Inspection Report Matrix
City of Commerce - Zone 247
Emil Avenue

Precision Concrete Cutting
13085 Peyton Dr #C235
Chino Hills, Ca 91709

Total Sq. Ft. 1545

	LOCATION SPECIFICS					CONDITION							RECOMMENDED REPAIR						VISUAL	LAT	LONG
No.	Street Name	Segment From	Segment To	Location/Description	Insp Date	Height 1	Height 2	Lineal Feet	Spall	Joint	Crack	Tree	Patch Fill	Replace	Cut	Panel Width	Length (L/F)	SQ FT	Image		
1	Emil Avenue	Watcher	Gage	6354 E. Emil Ave.	2016-08-23	0.38	0.38	4							X	4	12	48	Hazard 1	33.9736938	-118.14048
2	Emil Avenue	Watcher	Gage	6354 E. Emil Ave.	2016-08-23	0.88	0.38	5							X	4	5	20	Hazard 2	33.9737816	-118.14048
3	Emil Avenue	Watcher	Gage	6350 E. Emil Ave.	2016-08-23	0.38	0.38	4							X	4	5	20	Hazard 3	33.9738121	-118.14047
4	Emil Avenue	Watcher	Gage	6350 E. Emil Ave.	2016-08-23	0.5	0.25	4							X	4	5	20	Hazard 4	33.9739265	-118.14042
5	Emil Avenue	Watcher	Gage	AF 6347 E. Emil Ave.	2016-08-23	0.38	0.25	4							X	4	5	20	Hazard 5	33.9739799	-118.1404
6	Emil Avenue	Watcher	Gage	AF 6347 E. Emil Ave.	2016-08-23	0.5	0.25	4							X	4	5	20	Hazard 6	33.973999	-118.14039
7	Emil Avenue	Watcher	Gage	AF 6347 E. Emil Ave.	2016-08-23	0.63	0.25	4							X	4	5	20	Hazard 7	33.9740372	-118.14037
8	Emil Avenue	Watcher	Gage	AF 6347 E. Emil Ave.	2016-08-23	0.5	0.25	4							X	4	5	20	Hazard 8	33.9740372	-118.14039
9	Emil Avenue	Watcher	Gage	AF 6335 Emil Ave.	2016-08-23	0	0	0						X		4	40	160	Hazard 9	33.9742546	-118.14026
10	Emil Avenue	Watcher	Gage	AF 6327 Emil Ave.	2016-08-23	0.5	0.25	4							X	4	5	20	Hazard 10	33.9744072	-118.14018
11	Emil Avenue	Watcher	Gage	AF 6327 Emil Ave.	2016-08-23	1.13	0.25	4							X	4	5	20	Hazard 11	33.9744415	-118.1402
12	Emil Avenue	Watcher	Gage	6318 E. Emil Ave.	2016-08-23	1.38	0.25	4							X	4	5	20	Hazard 12	33.9745331	-118.1401
13	Emil Avenue	Watcher	Gage	6318 E. Emil Ave.	2016-08-23	0.5	0	4							X	4	5	20	Hazard 13	33.9745789	-118.14008
14	Emil Avenue	Watcher	Gage	6304 E. Emil Ave.	2016-08-23	0.88	0.25	9							X	9	10	90	Hazard 14	33.975071	-118.13987
15	Emil Avenue	Watcher	Gage	6304 E. Emil Ave.	2016-08-23	0.38	0.25	9							X	9	15	135	Hazard 15	33.9749565	-118.13982
16	Emil Avenue	Watcher	Gage	6205 W. Emil Ave.	2016-08-23	1.5	0.38	4							X	4	5	20	Hazard 16	33.9759102	-118.13928
17	Emil Avenue	Watcher	Gage	6205 W. Emil Ave.	2016-08-23	0.38	0.38	4							X	4	5	20	Hazard 17	33.9758887	-118.13932
18	Emil Avenue	Watcher	Gage	6205 W. Emil Ave.	2016-08-23	0.88	0.38	4							X	4	5	20	Hazard 18	33.9759216	-118.13941
19	Emil Avenue	Watcher	Gage	6205 W. Emil Ave.	2016-08-23	0.63	0.5	4							X	4	5	20	Hazard 19	33.9758911	-118.1394
20	Emil Avenue	Watcher	Gage	6205 W. Emil Ave.	2016-08-23	0.63	0.5	5							X	4	5	20	Hazard 20	33.9758224	-118.13946
21	Emil Avenue	Watcher	Gage	6205 W. Emil Ave.	2016-08-23	0.5	0.13	4							X	4	5	20	Hazard 21	33.9757957	-118.13947
22	Emil Avenue	Watcher	Gage	6219 W. Emil Ave.	2016-08-23	0.38	0.13	4							X	4	5	20	Hazard 22	33.9755325	-118.13968
23	Emil Avenue	Watcher	Gage	6225 W. Emil Ave.	2016-08-23	0	0	0						X		4	32	128	Hazard 23	33.9754181	-118.13972
24	Emil Avenue	Watcher	Gage	6281 W. Emil Ave.	2016-08-23	0.75	0.25	4							X	4	5	20	Hazard 24	33.9752693	-118.13984
25	Emil Avenue	Watcher	Gage	6303 W. Emil Ave.	2016-08-23	0	0	0						X		4	26	104	Hazard 25	33.9749413	-118.14006
26	Emil Avenue	Watcher	Gage	6315 W. Emil Ave.	2016-08-23	0.5	0.25	4							X	4	5	20	Hazard 26	33.9746857	-118.14021
27	Emil Avenue	Watcher	Gage	6315 W. Emil Ave.	2016-08-23	0.63	0.38	4							X	4	5	20	Hazard 27	33.9746628	-118.14021
28	Emil Avenue	Watcher	Gage	6315 W. Emil Ave.	2016-08-23	0.5	0.13	4							X	4	5	20	Hazard 28	33.9746513	-118.14023
29	Emil Avenue	Watcher	Gage	6319 W. Emil Ave.	2016-08-23	0.38	0.13	4							X	4	5	20	Hazard 29	33.9746056	-118.14026
30	Emil Avenue	Watcher	Gage	6323 W. Emil Ave.	2016-08-23	0.5	0.38	1							X	4	5	20	Hazard 30	33.9745216	-118.14031
31	Emil Avenue	Watcher	Gage	6327 W. Emil Ave.	2016-08-23	1.25	0.5	4							X	4	5	20	Hazard 31	33.9744377	-118.14035
32	Emil Avenue	Watcher	Gage	6327 W. Emil Ave.	2016-08-23	0.75	0.38	4							X	4	5	20	Hazard 32	33.9744148	-118.14034
33	Emil Avenue	Watcher	Gage	6327 W. Emil Ave.	2016-08-23	1.25	0.75	4							X	4	5	20	Hazard 33	33.974411	-118.14037
34	Emil Avenue	Watcher	Gage	6327 W. Emil Ave.	2016-08-23	1.13	0.63	4							X	4	5	20	Hazard 34	33.9743767	-118.14039
35	Emil Avenue	Watcher	Gage	6335 W. Emil Ave.	2016-08-23	0.38	0.25	4							X	4	5	20	Hazard 35	33.9743576	-118.14043
36	Emil Avenue	Watcher	Gage	6341 W. Emil Ave.	2016-08-23	0.75	0.38	4							X	4	5	20	Hazard 36	33.9741516	-118.14055
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39	Emil Avenue	Watcher	Gage	6347 W. Emil Ave.	2016-08-23	0.38	0.25	4							X	4	5	20	Hazard 39	33.9740715	-118.14059
40	Emil Avenue	Watcher	Gage	6345 W. Emil Ave.	2016-08-23	0.63	0.25	4							X	4	5	20	Hazard 40	33.9740219	-118.14063
41	Emil Avenue	Watcher	Gage	6351 W. Emil Ave.	2016-08-23	0.5	0.13	4							X	4	5	20	Hazard 41	33.9738083	-118.1407
42	Emil Avenue	Watcher	Gage	6357 W. Emil Ave.	2016-08-23	0.5	0.38	4							X	4	5	20	Hazard 42	33.9737167	-118.14072
43	Emil Avenue	Watcher	Gage	6357 W. Emil Ave.	2016-08-23	0.5	0.25	4							X	4	5	20	Hazard 43	33.9736824	-118.14071
44	Emil Avenue	Watcher	Gage	6359 W. Emil Ave.	2016-08-23	0.5	0.25	4							X	4	5	20	Hazard 44	33.9736481	-118.14072
45	Emil Avenue	Watcher	Gage	6359 W. Emil Ave.	2016-08-23	1	0	4							X	4	5	20	Hazard 45	33.9735947	-118.14072
46	Emil Avenue	Watcher	Gage	6359 W. Emil Ave.	2016-08-23	1	0.5	4							X	4	5	20	Hazard 46	33.9735716	-118.14071
47	Emil Avenue	Watcher	Gage	6367 W. Emil Ave.	2016-08-23	0.38	0	4							X	4	5	20	Hazard 47	33.973484	-118.1407
48	Emil Avenue	Watcher	Gage	6367 W. Emil Ave.	2016-08-23	0.63	0	6							X	4	10	40	Hazard 48	33.973465	-118.1407
49	Emil Avenue	Watcher	Gage	6367 W. Emil Ave.	2016-08-23	1	0.38	4							X	4	5	20	Hazard 49	33.9733849	-118.14075
	Cell Totals							195						3	46			1545			

PRECISION CONCRETE CUTTING
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EXAMPLES: ITEMIZED MAPS OF GPS LOCATIONS

Map of hazard location Emil Avenue

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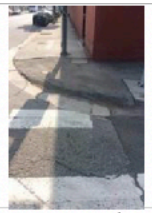
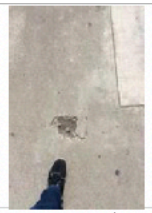
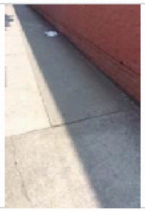
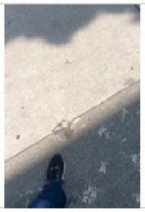
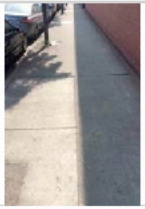
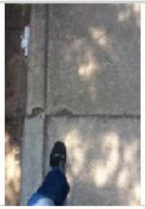
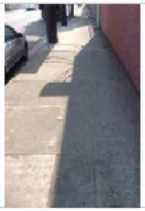
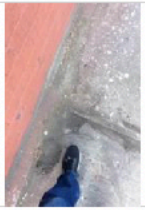
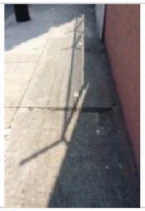
EXAMPLES: ITEMIZED PICTURES OF LOCATIONS

		
Hazard 1: 3900 Union Pacific Ave corner is asphalt	Hazard 2: 3900 Union Pacific Ave	Hazard 3: 3900 Union Pacific Ave
		
Hazard 4: 3900 Union Pacific Ave	Hazard 5: 3900 Union Pacific Ave	Hazard 6: 3900 Union Pacific Ave
		
Hazard 7: 3900 Union Pacific Ave by tree	Hazard 8: 3900 Union Pacific Ave by tree	Hazard 9: 3900 Union Pacific Ave by tree
		
Hazard 10: 3900 Union Pacific Ave	Hazard 11: 3900 Union Pacific Ave	Hazard 12: 3900 Union Pacific Ave

PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

PCC - Safe Sidewalks

SUMMARY

For changes in elevation of sidewalk panels range between 1/4 inch and 2 1/2 inches, Saw Cutting is the most cost effective method to maintain your sidewalks and reduce your risk.

- Complies with ADA standards for removal and slopes
- Meets OSHA recommended standards for slip resistance
- Appears clean and neat
- Cuts precisely removing trip hazards in difficult-to-reach places
- Removes hazards quickly
- Stretches budgets by lengthening the life of concrete sidewalks that might otherwise be replaced.
- Saves Our Customers thousands of $$$ in sidewalk repair and maintenance and liability cost.

PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

PCC - REFERENCES

CITY NAME AND DEPARTMENT	CITY OF SAN DIMAS
ADDRESS	245 E. BONITA AVE
CITY, STATE, ZIP	SAN DIMAS CA 91773
CONTACT NAME AND TITLE	JOHN CAMPBELL
CONTACT PHONE NUMBER	909.394-6270
PROJECT	ANNUAL SIDEWALK REPAIR PROJECT

CITY NAME AND DEPARTMENT	CITY OF HERMOSA BEACH
ADDRESS	1315 VALLEY DR.
CITY, STATE, ZIP	HERMOSA BEACH CA 90254
CONTACT NAME AND TITLE	ELLS FREEMAN
CONTACT PHONE NUMBER	310.318.0228
PROJECT	VARIOUS LOCATIONS PROVIDED BY CITY STAFF

CITY NAME AND DEPARTMENT	SIGNAL HILL
ADDRESS	2175 28TH STREET
CITY, STATE, ZIP	SIGNAL HILL CA 90755
CONTACT NAME AND TITLE	DEBBIE MESTAZ MAINTENANCE SUPERVISOR
CONTACT PHONE NUMBER	562.989.7254
PROJECT	VARIOUS LOCATIONS PROVIDED BY CITY STAFF

PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

CONTACT US

PRECISION CONCRETE CUTTING

13089 PEYTON DR #C235

CHINO HILLS CA 91709

PHONE: 909-539-7740

DIR NUMBER: 1000003322

CONTRACTOR LICENSE NUMBER: 925449

socalpcc@safesidewalks.com

www.safesidewalks.com

Trip Hazard Removal Specialist for Los Angeles and San Gabriel Valley

PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

BPR, Inc. Proposal

BPR INC
The leader in trip hazard saw cutting

December 5, 2018

City of Huntington Park
6550 Miles Ave
Huntington Park, Ca 90255

Attn: Cesar Roldan

Re: Cover Letter for CIP 2018-09

BPR, Inc. would like to thank the City of Huntington Park for the opportunity to do business. The following documents are submitted per your request. Please feel free to contact us with any questions regarding our submittal.

I have read, understood, and agreed to all statements in the request for proposal (CIP 2018-09) and acknowledge receipt of all addendums/amendments as well as to the term, conditions, and attachments referenced.

Respectfully,

Pat Rifley

President
BPR, Inc.
(805) 290-5548

BPR INC

The leader in trip hazard saw cutting

December 5, 2018

City of Huntington Park
6550 Miles Ave
Huntington Park, Ca 90255

Attn: Cesar Roldan

Re: Consultants Background for CIP 2018-09

BPR, Inc. formally Channel Islands Sawing, was formed in 1997 under CSLB number 743806. We incorporated in 2010 under CSLB number 944272. BPR, Inc. was a father/son company that grew into the leader in the Trip Hazard Repair Industry. Over the past 21 years we have perfected the art of repairing trip hazards. We are the only company in the state that uses the **horizontal sawcutting technique**, (utilizing patented equipment) along with grinding, asphalt ramping, and patching of sidewalk trip hazards. Having the capacity to do many different repairs allows us to always have the right fix for each sidewalk issue.

BPR, Inc. utilizes patented equipment in order to achieve 100% satisfaction from our thousands of clients.

Respectfully,

Pat Rifley

President
BPR, Inc.
(805) 290-5548

U.S. GREEN BUILDING COUNCIL MEMBER

BPR INC
The leader in trip hazard saw cutting

December 5, 2018

City of Huntington Park
6550 Miles Ave
Huntington Park, Ca 90255

Attn: Cesar Roldan

Re: Qualifications for CIP 2018-09

BPR, Inc. has the most seasoned/educated staff you will find in a trip hazard specific company. Several of our personnel have been in the trip hazard industry for over two decades. They have been performing sidewalk inventories and ADA compliance surveys for countless municipalities. They work hand in hand with city staff to achieve the sidewalk management goals. On a quarterly bases all BPR, Inc. personnel attend several trainings, including OSHA Compliance, BMP's techniques, and ADA compliance updates. Our staff is on the cutting edge of all methods and management of municipal sidewalks.

In addition to the above, our personnel are consistently studying the latest patented equipment and methods to most effectively manage sidewalks.

Respectfully,

Pat Rifley

President
BPR, Inc.
(805) 290-5548

BPR INC
The leader in trip hazard saw cutting

December 5, 2018

City of Huntington Park
6550 Miles Ave
Huntington Park, Ca 90255

Attn: Cesar Roldan

Re: Project Approach for CIP 2018-09

Working in coordination with clients, BPR, Inc. formulates a project approach that fulfills their goals and expectations. Regarding the Annual Sidewalk Trip Hazard Remediation Project, BPR would begin by discussing specific repair parameters for the city, data to be collected and submitted, and a geographically based work schedule. Utilizing our branded techniques, BPR completes work ahead of schedule much of the time. Our methods include electric personnel transport vehicles, GIS technology, and the latest in patented equipment.

Respectfully,

Pat Rifley

President
BPR, Inc.
(805) 290-5548

BPR INC
The leader in trip hazard saw cutting

December 5, 2018

City of Huntington Park
6550 Miles Ave
Huntington Park, Ca 90255

Attn: Cesar Roldan

Re: Proposed Personnel for CIP 2018-09

I personally oversee each and every project we embark on. City staff will have my personal cell phone number and I can be reached 24/7. A project manager will be assigned to manage field operations. Our project manager Daniel Smith has been in the trip hazard industry for 26 years. He is certified in ADA Compliance, OSHA, and the Green Book of public works standards. Below him will be 4-6 saw operator's to insure a timely completion to the project.

Respectfully,

Pat Rifley

President
BPR, Inc.
(805) 290-5548

BPR INC
The leader in trip hazard saw cutting

December 5, 2018

City of Huntington Park
6550 Miles Ave
Huntington Park, Ca 90255

Attn: Cesar Roldan

Re: Quality Control for CIP 2018-09

BPR's QA/QC program begins with a daily meeting between our project manager and our saw operators. A schedule for the day is discussed along with field inspections from the previous day. Any issues with work quality, community, or equipment are dealt with immediately. The city staff is updated on a daily basis on scheduling and work goings on.

Respectfully,

Pat Rifley

President
BPR, Inc.
(805) 290-5548

BPR INC
The leader in trip hazard saw cutting

December 5, 2018

City of Huntington Park
6550 Miles Ave
Huntington Park, Ca 90255

Attn: Cesar Roldan

Re: Schedule and Schedule Control for CIP 2018-09

As mentioned in the QA/QC document, BPR conducts a conference on a daily basis with all staff including the project manager. In this conference the schedule is discussed at length. Any issues that threaten the schedule are dealt with immediately. The city staff is kept abreast of the schedule daily.

Respectfully,

Pat Rifley

President
BPR, Inc.
(805) 290-5548

References

City of Camarillo
601 Carmen Dr
Camarillo, Ca 93010
Tony Sota
805-823-3965
Citywide Sidewalk Grinding

City of Mission Viejo
27204 La Paz Rd
Mission Viejo, Ca 92692
Chris Robinson
(949) 795-8483
Project: Annual Maintenance Program for Sidewalk Repair
Ongoing

City of Santa Ana
20 Civic Center Plaza
Santa Ana, Ca 92701
Kim McPeck
(714) 745-4185
Project: Removal of Sidewalk Trip Hazards

Central School District
7957 Archibal Ave
Rancho Cucamonga, CA 91730
Jeffery Christiansen – Director of Maintenance and Operations
(909) 229-3365
Project: Removal of Raised Edge Trip Hazards

OUR METHOD IS

FASTER, CLEANER & GREENER!

BPR, Inc. utilizes patented technology and cutting edge methods to eliminate trip hazards. Trip hazards caused by cracked and raised concrete will be removed without any damage to nearby structures, or inconveniencing pedestrians. Our methods take very little time and the result is a safe, clean-cut walking path! We have over 20 years of experience in the industry providing our services to public and private agencies.

BPR INC

The leader in trip hazard repair

BPR, Inc. services the State of California.

www.bpr1.com
Phone: (855) 804-7336
Fax: (855) 814-7336
Lic. #944272

Get started today with a Member:
U.S. Green Building Council
Community Associations Institute
Maintenance Superintendents Association
American Public Works Association
Ventura County Contractors Association

BPR INC

The leader in trip hazard repair

OVER 20 YEARS OF EXPERTISE

REQUEST A QUOTE TODAY!
(855) 804-7336

TRIP HAZARD REPAIR

The Problem:

Uneven sidewalks detract from the aesthetics of a neighborhood but more importantly they are dangerous to pedestrians! Not to mention the potential for costly trip hazard liability lawsuits!

The Solution:

BPR, Inc. utilizes patented technology and cutting edge methods to eliminate trip hazards. Trip hazards caused by cracked and raised concrete will be removed without any damage to nearby structures, or inconveniencing pedestrians. Our methods take very little time and the result is a safe, clean-cut walking path!

Sidewalk Inspection:

BPR, Inc. includes a thorough sidewalk inspection with every cutting project.

Trip Hazard Saw Cutting:

Using a concrete saw to horizontally saw cut trip hazards, BPR, Inc. is able make the repair in a aesthetically superior fashion. Our technique uniformly tapers sidewalk offset up to 3 inches to the ADA minimum required 1:8 slope, bringing slabs to a zero point of differential settlement with a straight backline. We are able to cut trip hazards that are at any angle or against a wall or other obstacle. Our method is faster, cleaner and less expensive than any other method on the market!

Trip Hazard Grinding:

Our state-of-the-art concrete grinding technology removes dangerous trip hazards from sidewalks, drastically reducing the possibility of expensive trip & fall lawsuits. Our technique uniformly tapers edge differences of up to 2 inches to the ADA minimum required 1:8 slope, bringing slabs to a zero point of differential settlement with a straight backline. Let our experienced professionals help you reduce your trip hazards and legal liabilities in an efficient and cost effective method.

REQUEST A QUOTE TODAY!

(855) 804-7336

CT&T Concrete Paving, Inc.

CT&T Concrete Paving, Inc.

Annual Sidewalk Trip Hazard Remediation

12/06/2018

Cover Letter

I HAVE READ, UNDERSTOOD, AND AGREED TO ALL STATEMENTS IN THIS REQUEST FOR PROPOSAL AND ACKNOWLEDGE RECEIPT OF ALL ADDENDUMS/AMENDMENTS AS WELL AS TO THE TERMS, CONDITIONS, AND ATTACHMENTS REFERENCED.

Jose Carvajal,

Print & Sign

President

Title

Consultant's Background:

CT&T Concrete Paving, Inc. is a contractor with over 20 years' experience in the concrete construction industry.

Qualifications and Experience of Consultant's Personnel:

Successfully completed multiple Annual Concrete Projects for different agencies. Consisting of Saw-cutting, removing and replacing city wide sidewalk, curb and gutter, drive approach, cross gutter and wheel chair ramps. Degree in Construction Management, OSHA Safety Certified.

Office Location: 1054 E Third St. Pomona, CA 91766

Project Approach:

If awarded, CT&T Concrete Paving, will visit, measure and delineate each site for 811 members to mark correctly. Create a Dig Alert/ 811 log for each repair site and allow enough time for members to mark any utilities that may come in contact while performing repairs. Map out and organize the cities repair sheets for the construction crew. Multiple crews on site either breaking or forming or pouring and cleaning up to ensure project is completed well within the project duration.

Proposed Personnel:

Over 10 years' experience in the industry with a Degree in Construction Management and OSHA Certified.

Quality Assurance/Quality Control:

Implement a quality control plan by a subcontractor, if needed. As well as conduct coordination and QA/QC reviews with both the sub-contractor and CT&T Forman to ensure a high level of quality control and assurance for the Huntington Park: Annual Sidewalk Trip Hazard Remediation Project.

References:

City of Cypress: 2575 Orange Ave Cypress, CA 90630

Alex A Bangean (714) 229-6740

Annual Concrete Rehabilitation Project $449,411.00

City of Ontario: 1425 S Bon View Ave Ontario, CA 91761

Mike Mergener (909) 395-2629

Concrete Repairs & Maintenance Project $393,096.00

City of Chino: 5050 Schaefer Ave Ontario, CA 91710

Joseph Lopez: (909) 313-9012

Concrete Repair Program $ 905,176.00

Schedule and Schedule Control:

Construction schedule is created once the city provides a list showing pending repairs for each district within the city and the amount of work at each site. A project schedule is created and presented to the agency by the low bid contractor typically, during the pre-construction meeting, before starting any work.

ATTACHMENT “B”

SIDEWALK TRIP HAZARD REMEDIATION

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into this **January 15, 2019,** (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 an

I.

ENGAGEMENT TERMS

1.1 SCOPE OF SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the **"Scope of Services"**). CONTRACTOR further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."

1.2 TERM: This Agreement shall have a term of three (3) years commencing from [TERM DATE]. Upon the conclusion of the term, this agreement may be renewed with the City Manager or Ciyt Council approval for a maximum of two (2), one (1) year extensions. 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.

Commented [DH1]: Date will be updated based on Notice to Proceed

1.3 COMPENSATION:

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

B. Section 1.3(A) notwithstanding, CONTRACTOR'S total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of [AMOUNT] (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Director of Finance. In the event CONTRACTOR'S charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONTRACTOR'S performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.

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

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

1.6 ABANDONMENT BY CONTRACTOR: In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONTRACTOR shall deliver to CITY immediately and without delay, all materials, records and

other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONTRACTOR'S cessation or abandonment.

II.
PERFORMANCE OF AGREEMENT

2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the [NAME OF PERSON DESIGNATED] (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONTRACTOR shall not accept directions or orders from any person other than the CITY Representatives or their designee.

2.2 CONTRACTOR REPRESENTATIVE AND CONTACT INFORMATION: CONTRACTOR hereby designates or designee to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONTRACTOR Representative shall constitute notice to CONTRACTOR.

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

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

A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR'S profession;

B. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the CITY;

C. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code section 1090 and the Political Reform Act (Government Code section 81000 *et seq*.);

D. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;

E. All of CONTRACTOR'S employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and

F. All of CONTRACTOR'S employees and agents (including but not limited 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.

<u>ASSIGNMENT</u>: The skills, training, knowledge and experience of CONTRACTOR are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR'S duties or

obligations under this Agreement without the prior written consent of CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

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

2.6 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONTRACTOR'S officers, employees, agents, or SUB-CONTRACTOR is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR'S officers, employees, agents, or SUB-CONTRACTOR fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, or SUB-CONTRACTOR shall be promptly removed by CONTRACTOR and shall not be reassigned to perform any of the Work.

2.7 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR'S compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.

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

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

III.
INSURANCE

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

A. Commercial General Liability Insurance: CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than Two Million Dollars ($2,000,000.00) per occurrence and Four Million Dollars ($4,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.

B. Automobile Liability Insurance: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than Two Million Dollars ($2,000,000.00) per accident for bodily injury and property damage.

C. Workers' Compensation Insurance / Employer's Liability Insurance: Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. If the contractor is stating they are either the owner of the organization or a partner, and are exempt from the State's workers' compensation requirements because they

have no employees and agree to hold the Entity harmless from loss or liability for such. A waiver form must be signed.

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

3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds. The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

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

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

3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A: VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.

3.4 PRIMACY OF CONTRACTOR'S INSURANCE: All policies of insurance provided by CONTRACTOR shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONTRACTOR'S insurance and shall not contribute with it.

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

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

3.7 Subcontractors

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

IV.
INDEMNIFICATION

4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of CONTRACTOR'S commitment to indemnify, defend and protect CITY as set forth herein.

4.2 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss,

damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR'S performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement.

4.3 CITY shall have the right to offset against the amount of any compensation due CONTRACTOR under this Agreement any amount due CITY from CONTRACTOR as a result of CONTRACTOR'S failure to pay CITY promptly any indemnification arising under this Article and related to CONTRACTOR'S failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

4.4 The obligations of CONTRACTOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.

4.5 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required herein, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR'S, SUB-CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

4.6 CITY does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

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

V.
TERMINATION

5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONTRACTOR a minimum of five (5) calendar day's prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONTRACTOR shall be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. CONTRACTOR may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

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

B. CONTRACTOR shall cure the following Events of Defaults within the following time periods:

i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to CITY or CITY's employees or agents under this

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

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

In addition to any other failure on the part of CONTRACTOR to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONTRACTOR shall include, but shall not be limited to the following: (i) CONTRACTOR'S refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONTRACTOR'S failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONTRACTOR'S and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary of 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
Ronald Durna, President
Phone: (909) 539-7740

CITY:
City of Huntington Park
Attn: Public Works Department
6550 Miles Avenue
Huntington Park, CA 90255
Phone: (323) 584-6274

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

6.5 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

6.6 SUBCONTRACTING: CONTRACTOR shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with Sub-CONTRACTOR'S), if any, shall contain a provision making

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

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

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

6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.

6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.

6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.

6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared

this Agreement together through a process of negotiation and with the advice of their respective attorneys.

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

6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.

6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.

6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.

6.20 COUNTERPARTS: .This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONTRACTOR and the remaining two original counterparts shall be retained by CITY.

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

CITY OF HUNTINGTON PARK:

By:_____
Ricardo Reyes
City Manager

PRECISION CONCRETE CUTTING

By:_____

Name:_____

Title:_____

ATTEST:

By:_____
Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:

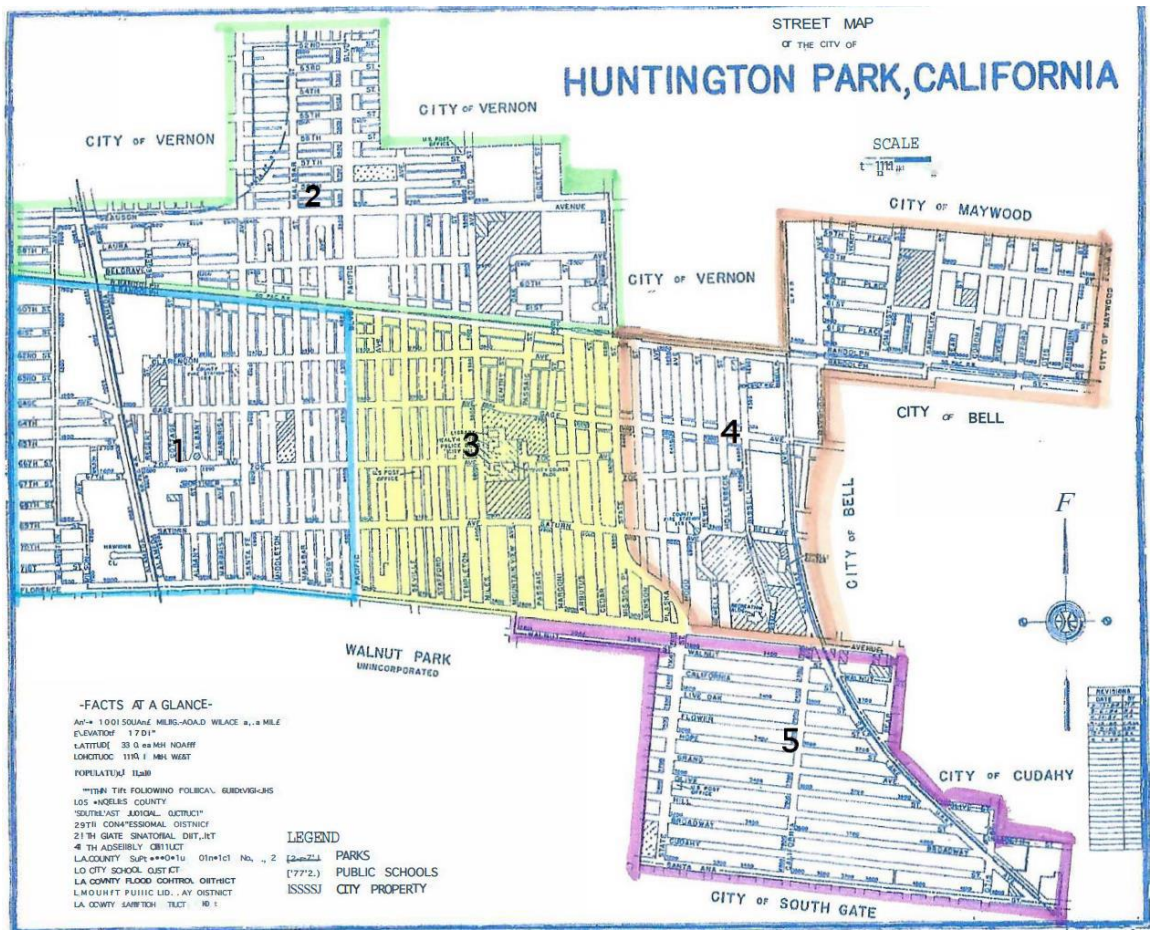
By:_____
City Attorney

EXHIBIT “A”

SCOPE OF SERVICE

Services must include the remediation of concrete sidewalk trip hazards from 1/2” and up to 2” in pre-designated work areas within the City of Huntington Park (City). Remediation services must remove trip hazards completely, from one end of the raised sidewalk joint to the other, if applicable, leaving zero point of differential between concrete slabs. Remediation service may not cause any damage to landscaping, retaining walls, curbs, sprinkler heads, utility covers or any other objects adjacent to sidewalks. The service provided must repair each sidewalk trip hazard without damage or visible markings to adjacent slab(s) or curb(s). Contractor must use a horizontal saw cutting technique that guarantee’s a planar surface after cutting. Contractor must guarantee specified repair slope at a ratio of 1:8 or 1:12 based upon requirements outlined by the City. If defined slope is not achieved, contractor must repair to specification at no additional charge to the City within 24 hours of discovery. No water-cooling is allowed which creates slurry and contaminates storm drains and causes excessive environmental impact. Contractor must use a dust abatement system that limits the dust emitted from the cutting. Contractor must guarantee that the removed trip hazard will have a uniform appearance and texture. The finished surface shall have a coefficient of friction of at least 0.6 and show via previous testing that the technique used yields the specified coefficient of friction. The hardware must be flush to the ground and capable of working at any angle and perform trip hazard removal in hard-to-reach areas, around obstacles, on narrow walkways, next to fences and retaining walls or buildings. Grinding or pulverization of the concrete is NOT acceptable or allowed, causing micro-cracks or weakening the concrete panel. Contractor’s trip hazard repairs may not leave ridges or grooves that could hold water and prevent drainage of rain water or irrigation. A dust abatement system must be used to limit the dust being emitted. All clean-up services must be included in the agreed upon price as specified in the fee schedule and may not be charged at an additional rate. All clean-up will consist of full clean-up of all debris after each concrete shaving is performed. All costs incurred for disposal of waste material shall be included in the agreed upon price as specified in the fee schedule and shall not be paid separately. Contractor must document completed work by taking before and after pictures for the files. Picture files will contain information such as the length, height and address of the remediated trip hazard.

CITY ZONE MAP



FISCAL YEAR 2018-19

No.	Zone Location	Inch Feet Small	Inch Feet Medium	Inch Feet Large	Total Inch Feet
1	HP-Z1	1,558	2,025	929	4,512
4	HP-Z4	1,918	2,081	925	4,925

FISCAL YEAR 2019-20

No.	Zone Location	Inch Feet Small	Inch Feet Medium	Inch Feet Large	Total Inch Feet
3	HP-Z3	417	470	212	1,100
5	HP-Z5	1,936	1,584	630	4,150

FISCAL YEAR 2020-21

No.	Zone Location	Inch Feet Small	Inch Feet Medium	Inch Feet Large	Total Inch Feet
2	HP-Z2*	2,334	2,671	1,423	6,428

* Zone HP-Z2 may not be fully completed due size of total inch feet

EXHIBIT “B”

FEE SCHEDULE

Billing Units: Services are billed in “Inch Feet”. An inch foot is calculated by measuring the average height of the sidewalk off-set and multiplying this average by the length of the cut. Example: A sidewalk off-set on a 4-foot wide sidewalk that consists of a 0.5” rise on one side, and tapers down to a zero rise on the other is calculated as follows:

(0.50” + 0”) / 2 * 4’ = 1- inch foot

1. Sidewalk assessment services unit price: $395 per sidewalk mile
2. Sidewalk trip hazard repair per inch foot unit price: $24.50 per inch-foot
3. Sidewalk trip hazard repair per inch-foot and sidewalk assessment services unit price: $28.50 per inch-foot

Fiscal Years

FY 2018-2019 - $245,000
FY 2019-2020 - $100,000*
FY 2020-2021 - $100,000*

* Contingent on City Council approval of fiscal year 2019-2020 and 2020-2021 budgets. This is not guaranteed.

CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

January 15, 2019

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL OF BUDGET APPROPRIATION FOR CATCH BASIN CLEANING SERVICES

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve a budget appropriation in the amount of $39,647 in account number 111-8030-461.56-42

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In February of 2018, Council approved the consolidation of various agreements between the City and Nationwide Environmental Services (NES) which included an increase in service level to clean catch basins. The City Manager was directed to negotiate the terms of the agreement with NES.

During the budget preparation process, staff had requested $25,000 for catch basin cleaning services consistent with the service level of FY 2017-18. Staff was unaware of final terms since the agreement was still under negotiations and thus underestimated the cost of cleaning the catch basins for FY 2018-19.

FISCAL IMPACT/FINANCING

As previously indicated, the cost of the service level increase is not reflected in the approved budget. Funding for this service was approved in the City's FY 2018-19 Adopted Budget for $25,000 in account number 111-8030-461.56-42, General Fund, Water Operations/Stormwater.

An additional budget appropriation is necessary from fund balance in the amount of $39,647 in account number 111-8030-461.56-42, General Fund, Water Operations/ Stormwater.

CONCLUSION

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

Respectfully submitted,

RICARDO REYES
City Manager

DANIEL HERNANDEZ
Director of Public Works

CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

January 15, 2019

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL OF PURCHASE ORDER FOR GEOVIEWER APPLICATIONS WITH NOBEL

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve purchase order with Nobel for GeoViewer Sewer Module annual subscription; and

2. Authorize City Manager to execute purchase order.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On September 18, 2018 the City Council approved three (3) modules to our existing Geographical Information System (GIS) to manage the City owned water system.

A previously indicated, the City is not currently under contract with the GIS vendor and is operating on a year to year renewal basis.

It is requested that the sewer module be procured to streamline sewer maintenance tracking, which include sewer line cleaning and inspections. It will ensure the Water Department keeps and maintains current and accurate records of sewer maintenance since tracking and reporting of maintenance of sewer utility is becoming more important. Currently, the City tracks the sewer line cleaning maintenance reports on big size hard copy maps. Nobel Systems will help by developing an application within the current GIS platform.

FISCAL IMPACT/FINANCING

Funding for this product was approved in the City's FY 2018-19 Adopted Budget in account number 283-8040-432-53-10, Telephone and Wireless.

Nobel's proposal includes a one-time fee of $15,000 for the data conversion. Once implemented, the service will be a part of the previously approved modules at no cost.

CONCLUSION

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

Respectfully submitted,

RICARDO REYES
City Manager

DANIEL HERNANDEZ
Director of Public Works

ATTACHMENT(S)

A. Nobel Proposal

ATTACHMENT “A”

DECEMBER 20, 2018

City of Huntington Park

REQUEST FOR SERVICES: ADDITIONAL MODULES, SEWER AND UNLIMTED FIELD FORMS

NOBEL SYSTEMS, INC. 436 E. VANDERBILT WAY, SAN BERNARDINO, CA 92408 WWW.NOBEL-SYSTEMS.COM

December 20, 2018

Daniel Hernandez, Public Works Director
CITY OF HUNTINGTON PARK
6900 Bissell St
Huntington Park, CA 90255

Re: Proposal: **Sewer and Unlimited Field Forms**

Dear Mr. Hernandez,

As discussed, please find Nobel's proposal to conduct additional modules implementation to include the city's sewer lines, online/mobile app for engineering inspections, reporting of other city-wide issues such as trees, traffic signals, sidewalk status, etc.

Summary:

The City of Huntington Park ("City") is looking to streamline all its maintenance and engineering tasks to a singular online and mobile application. This will aid in the daily operations, cost savings through better efficiencies, prompt repairs, scheduling, prioritization and record keeping. By using Nobel's customized software program, it will allow the City to keep accurate and up to date records throughout its infrastructure. Nobel will provide an easy to use "turn-key" customized system to fulfill the current and growing future needs of the City. This will not only save the City an enormous amount of the money but also increase its residence and business community's overall satisfaction with the City's Services and management. By using the Nobel's proprietary and customized system, it will put the City to be the model of GIS and technologically advance municipality that other cities will model themselves after.

Should you have any questions, feel free to contact me at 909-347-9783

Sincerely,

Bill Chen

Sr Mgr. Business Development

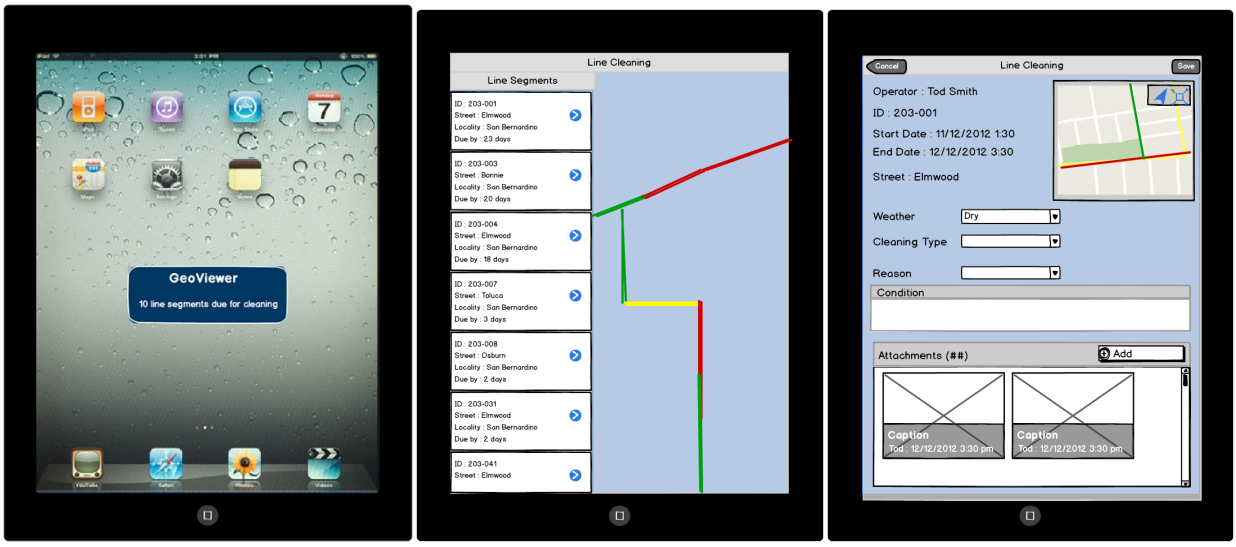
Statement of Work

SEWER LINE CLEANING

Nobel Systems understand the need to keep and maintain current and accurate records of sewer maintenance. The tracking and reporting of maintenance of sewer utility is becoming more important. The ability of making the reporting and maintenance more efficient is becoming a top priority of any sewer utility. Currently the City of Huntington Park keeps their sewer line cleaning maintenance reports on big size hard copy maps. Nobel Systems will help Huntington Park on developing an app in iPad for Sewer Line cleaning and maintenance.

The Sewer Line cleaning module will function as below:

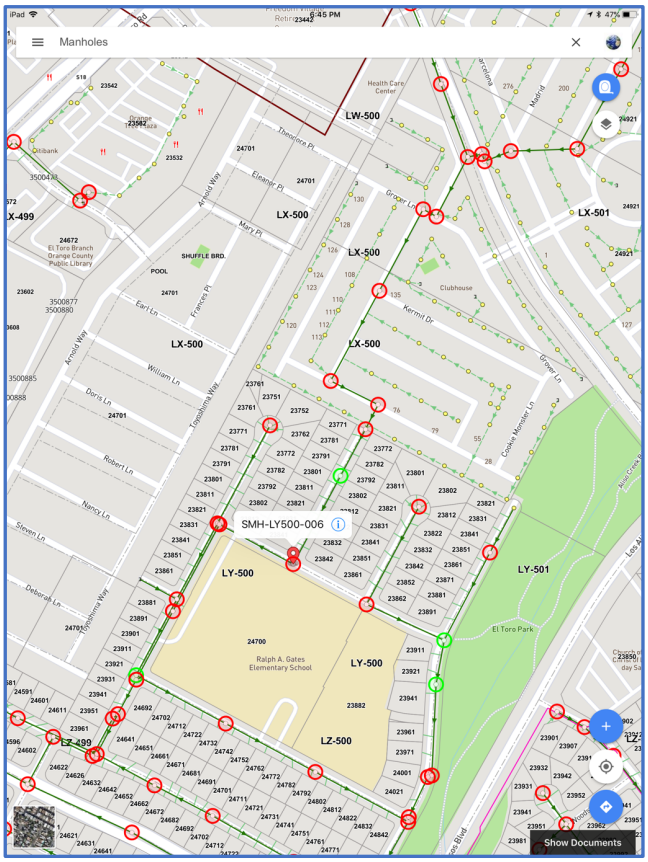
1. The module is assumed to be working of a database that has the ID's (linked to GIS), the cleaning frequency and last cleaned date.
2. Everyday a message will be pushed to the iPad with the number of line segments that need to be cleaned.
3. The module lists the line segments that need to clean, and map shows the line segments color coded
    1. Red – Line segments that are due for cleaning beyond an acceptable tolerance, for e.g. 15 days
    2. Yellow – Line segments that are due for cleaning
    3. Green – Line segments that are NOT due for cleaning
4. Selecting an item in the list will display the form that helps the operator collect the information and add any attachments such as pictures.

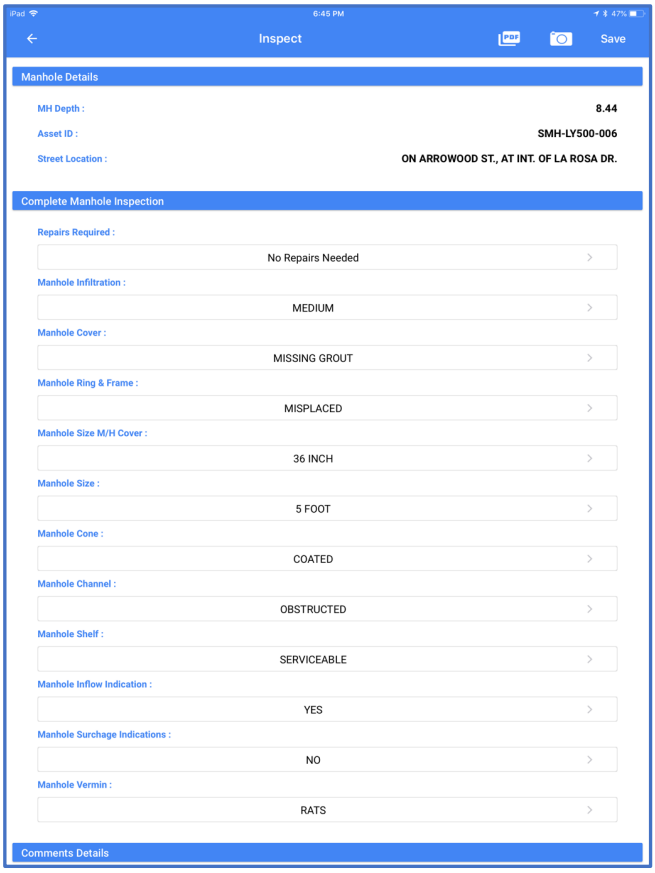


SEWER MANHOLE INSPECTION

Nobel Systems understand the need to create Sewer Manhole Inspection for every Manhole within City service area to maintain current and accurate records of Sewer maintenance. The tracking and reporting of maintenance of sewer utility is becoming more important. The ability of making the reporting and maintenance more efficient is becoming a top priority of any sewer utility.
The Sewer Manhole Inspection report in GeoViewer Mobile will function as below:

- GeoViewer Mobile will have the ability to collect the data for all the Sewer Manholes.
- User can input the information's related to Defects and Flows
- Ability to attach the pictures/images to each of the inspection report
- GeoViewer Online can be used to generate report for all the data that were collected in the field.





CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

January 15, 2019

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL OF RESOLUTION ADOPTING THE 2030 CITY OF HUNTINGTON PARK GENERAL PLAN AND CERTIFICATION OF AN ENVIRONMENTAL IMPACT REPORT (EIR) UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Conduct a public hearing;

2. Take public testimony and staff's analysis; and

3. Adopt Resolution No. 2018-27 adopting the proposed 2030 City of Huntington Park General Plan and certification of an Environmental Impact Report under the California Environmental Quality Act (CEQA).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

California State Law requires every city and county to prepare and adopt a comprehensive General Plan to serve as a guide for development. Planning case law has placed the General Plan atop the hierarchy of local government laws that regulate land use and development. As a result, the state requires consistency between the General Plan and all other regulations and ordinances.

General Plans must be comprehensive and long-term in order to guide the physical development of the community. In addition, State Law requires that a General Plan contain seven (7) elements, which include, Land Use, Circulation, Housing, Conservation, Open Space, Noise, and Safety.

- ***Huntington Park Municipal Code***

Pursuant to HPMC Section 9-2.1401, the City is permitted to amend the General Plan whenever public necessity and general welfare require changes in or modification thereto.

Furthermore, pursuant to HPMC Section 9-2.1405, the Planning Commission is required to make a written recommendation to the City Council on proposed General Plan Amendment whether to approve, approve in modified form, or disapprove based upon the findings outlined in HPMC Section 9-2.1407. On October 17, 2018, the Planning Commission considered the General Plan Amendment and the EIR. At the conclusion of the public hearing, the Planning Commission recommended approval of the General Plan Amendment and certification of the EIR to the City Council.

- ***General Plan Amendment***

The Huntington Park General Plan will be updated and reformatted to address the State required elements as well as recent changes in State legislature. The amendments will also have a focus on Transit Oriented Development (TOD). This focus stems from a requirement of the Metro grant as well as anticipation of future light rail stations envisioned for Huntington Park.

The 2030 Huntington Park General Plan will include the following elements:

- Land Use & Community Development;
- Mobility & Circulation;
- Resource Management;
- Health & Safety; and
- Housing

Each of the elements will include goals and policies that will help guide the development and land uses of the City.

FISCAL IMPACT/FINANCING

The proposed General Plan Amendment was funded completely by a grant awarded to the City by Los Angeles County Metropolitan Transportation Authority (Metro).

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The proposed General Plan Amendment encompasses the entire City of Huntington Park. The amendments will address all land uses, including, Industrial, Commercial, Public, Schools, Parks and Recreation, and Rail Transportation Corridor, located within the City of Huntington Park.

- ***Project Timeline and Community Outreach***

The City of Huntington Park initiated the General Plan Amendment in 2015 after being awarded a grant from Los Angeles County Metropolitan Transportation Authority (Metro). During the initial process, the City entered into an agreement for professional

services with Tierra West Advisors for the General Plan Amendment. The agreement was approved by the City Council on February 17, 2015. Since contracting with Tierra West Advisors, a series of public outreach events have been conducted in order to create a community based General Plan that reflects the community's vision, priorities, and goals. The following is a list of public outreach events regarding the City's General Plan Amendment:

- Meetings/Interviews with community stakeholders including residents, business owners, local schools, parents and community organizations – Fall 2015
- Outreach at City's annual Halloween Festival – 10/30/15
- Outreach at City Youth Commission Meeting – 11/2/15
- Community Workshop – 4/20/16
- Youth Plan Huntington Park, a 5-week project involving local youth to become educated advocates of the general plan update process – Summer 2016
- PlanHP survey, which received 700 responses from members of the Huntington Park community about their joint goals and concerns for the future – Summer 2016

In addition to public outreach, Tierra West Advisors provided City Council with updates on the status of the proposed amendments on the following dates:

- City Council Meeting – 9/21/15
- City Council Meeting – 10/18/16
- City Council Meeting – 4/18/17

A Notice of Preparation (NOP) was made available for a period of thirty (30) days from August 10, 2017 to September 11, 2017. The Draft Environmental Impact Report was circulated for a period of forty-five (45) days beginning of October 12, 2017 to November 27, 2017, as required per State Law.

CONCLUSION

Upon City Council approval, the 2030 City of Huntington Park General Plan and EIR will be adopted and certified. Staff will file all required Notices of Determination with the State and Local Agencies.

Respectfully submitted,

RICARDO REYES
City Manager

SERGIO INFANZON
Director of Community Development

ATTACHMENT(S)

A. City Council Resolution No. 2018-27, Adopting the City of Huntington Park 2030 General Plan and the Certification of an Environmental Impact Report under the California Environmental Quality Act (CEQA)
B. PC Resolution No. 2018-04
C. Draft Environmental Impact Report (EIR) (AVAILABLE FOR REVIEW IN THE CITY CLERK'S OFFICE)
D. Draft 2030 City of Huntington Park General Plan (AVAILABLE FOR REVIEW IN THE CITY CLERK'S OFFICE)

ATTACHMENT “A”

RESOLUTION NO. 2018-27

A RESOLUTION OF THE CITY OF HUNTINGTON PARK CITY COUNCIL ADOPTING THE CITY OF HUNTINGTON PARK 2030 GENERAL PLAN AND THE CERTIFICATION OF AN ENVIRONMENTAL IMPACT REPORT UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

WHEREAS, the City Council of the City of Huntington Park, after notice duly given as required by law, held a public hearing on Monday, November 6, 2018 at 6:00 p.m. in the City Hall, 6550 Miles Avenue, Huntington Park, California, to consider the adoption of the City of Huntington Park 2030 General Plan and the adoption of an Environmental Impact Report under the California Environmental Quality Act (CEQA); and

WHEREAS, the State of California Government Code requires the City to adopt and maintain a General Plan that contains certain elements, describes its long-term goals, and develop polices and programs to achieve those goals; and

WHEREAS, pursuant to Huntington Park Municipal Code Section 9-2.1401, the City is permitted to amend the General Plan whenever public necessity and general welfare require changes in or modification thereto; and

WHEREAS, certain elements of the City of Huntington Park's General Plan was last updated in 1996 by Resolution No. 96-15 and again in 2009 by Resolution 2009-13 and the City now desires to update its General Plan through the adoption of this General Plan Amendment; and

WHEREAS, the City of Huntington Park initiated an update to the City's General Plan on February 17, 2015; and

WHEREAS, the City sought to proactively engage the public in the update to the General Plan, by hosting community outreach workshops, meetings, interviews, internet surveys and informational presentations to the City Council; and

WHEREAS, in the fall of 2015, advertised community meetings and interviews with community stakeholders were held regarding the General Plan Amendment; and

WHEREAS, on April 20, 2016, an advertised community workshop was held to

discuss the General Plan Amendment; and

WHEREAS, in the summer of 2016, additional community outreach efforts were performed; and

WHEREAS, informational presentations to the City Council were performed on September 21, 2015, October 18, 2016, and April 18, 2017; and

WHEREAS, a Notice of Preparation ("NOP") was made available for a period of thirty (30) days from August 10, 2017 to September 11, 2017; and

WHEREAS, a draft Environmental Impact Report ("EIR") in connection with the proposed General Plan Amendment was prepared for and by the City of Huntington Park pursuant to the California Environmental Quality Act ("CEQA") and the State CEQA Guidelines; and

WHEREAS, the draft EIR was circulated for a period of forty-five (45) days beginning on October 12, 2017 to November 27, 2017, as required by State Law; and

WHEREAS, pursuant to Huntington Park Municipal Code Section 9-2.1405, the Planning Commission is required to make a written recommendation to the City Council on the proposed amendment whether to approve, approve in modified form, or disapprove based upon the finding outlined in Huntington Park Municipal Code Section 9-2.1407; and

WHEREAS, on October 17, 2018, the Planning Commission held a public hearing and considered all testimony for the proposed project and recommended adoption of the 2030 City of Huntington Park General Plan to the City Council; and

WHEREAS, on October 17, 2018, the Planning Commission considered the Environmental Impact Report and determined that the Environmental Impact Report adequately describes and analyzes the Draft General Plan; and

WHEREAS, all persons appearing for or against the recommendation to adopt the General Plan Amendment and Environmental Impact Report were given the opportunity to be heard in connection with said matter; and

WHEREAS, any and all written comments received prior to and at the hearing

were reviewed by the Planning Commission.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF HUNTINGTON PARK DOES RESOLVE AS FOLLOWS:

SECTION 1: The proposed General Plan Amendment and the Environmental Impact Report were presented to the City Council, and the City Council has carefully considered all pertinent testimony and the staff report offered in the case as presented at the public hearing, reviewed and considered the information therein prior to any action on the adoption of this Resolution.

SECTION 2: The City Council finds, determines, and declares that the proposed General Plan Amendment has been processed in accordance with State law and local regulations.

SECTION 3: The City Council hereby makes the following findings in connection with the proposed General Plan Amendment:

1. The proposed amendment is internally consistent with the General Plan

   Finding: The proposed amendment is internally consistent with the comprehensive General Plan in that the goals and polices identified for each element are specific and facilitate the development envisioned by the General Plan. Furthermore, the amendment identifies project areas that are in concert with the goals and policies of the General Plan Amendment, resulting in a clear path to achieve development consistent with the comprehensive General Plan;

2. The proposed amendment will not be detrimental to the public interest, health, safety, convenience or welfare of the City

   Finding: The proposed amendment will not be detrimental to the public interest, health, safety, convenience or welfare of the City in that technical studies (i.e. Traffic Impact Analysis) were prepared for the proposed amendment that evaluated the project and possible impacts to the community. The technical studies were also utilized in the preparation of the Environmental Impact Report

(EIR), which analyzed all possible impacts the General Plan Amendment could have on the community. The EIR provided for mitigation measures to help safeguard the community. Both the technical studies and the EIR determined that the proposed amendment will not negatively impact the community or the residents;

3. The proposed amendment will contribute to an appropriate balance of land uses so that local residents may work and shop in the community in which they live

   Finding: The amendment proposes to providing goals and policies that would preserve existing industrial and commercial businesses; expedite reviews of new businesses, promote mixed-use developments, and promote the City as a place for business through marketing, advertising, and partnerships with other organizations. As a result, the amendment will contribute to an appropriate balance of land uses so that local residents may work and shop in the community in which they live;

4. The subject parcel(s) is physically suitable (including, but not limited to access, provision of utilities, compatibility with adjoining land uses and absence of physical constraints) for the requested/anticipated land use development

   Finding: The proposed amendment will update and reorganize the City's General Plan so that it is compliant with State Law. Furthermore, future developments will be reviewed for consistency with the General Plan and the Zoning Code to ensure it is physically suitable for the proposed land use; and

5. The proposed project has been reviewed in compliance with the provisions of the California Environmental Quality Act (CEQA) and the City's Guidelines.

   Finding: Upon completion of the Environmental Assessment Initial Study, the City of Huntington Park has determined that the proposed project scope of analysis required an Environmental Impact Report. A Notice of Preparation (NOP) and Initial Study were circulated for public review. A Draft EIR was

prepared and circulated in accordance with the California Environmental Quality Act (CEQA) as amended.

SECTION 4: The City Council conducted a public hearing, considered all public testimony, and adopted Resolution No. 2018-27, approving the City of Huntington Park's 2030 General Plan and certified an Environmental Impact Report under the California Environmental Quality Act (CEQA) associated with the project.

SECTION 5: The Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 15th day of January, 2019.

_____
Jhonny Pineda, Mayor

ATTEST:

_____
Donna G. Schwartz, CMC
City Clerk

ATTACHMENT “B”

PC RESOLUTION NO. 2018-04

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF HUNTINGTON PARK RECOMMENDING TO THE CITY COUNCIL THE ADOPTION OF THE CITY OF HUNTINGTON PARK 2030 GENERAL PLAN AND THE ADOPTION OF AN ENVIRONMENTAL IMPACT REPORT UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA).

WHEREAS, the Planning Commission of the City of Huntington Park, after notice duly given as required by law, held a public hearing on Wednesday, September 19, 2018 and continued to a Special Meeting of Wednesday, September 26, 2018 and continued to the October 17, 2018 Planning Commission meeting at 6:30 p.m. in the City Hall, 6550 Miles Avenue, Huntington Park, California, to consider recommending to the City Council the adoption of the City of Huntington Park 2030 General Plan and the adoption of an Environmental Impact Report under the California Environmental Quality Act (CEQA); and

WHEREAS, the State of California Government Code requires the City to adopt and maintain a General Plan that contains certain elements, describes its long-term goals, and develop polices and programs to achieve those goals; and

WHEREAS, pursuant to Huntington Park Municipal Code Section 9-2.1401, the City is permitted to amend the General Plan whenever public necessity and general welfare require changes in or modification thereto; and

WHEREAS, certain elements of the City of Huntington Park's General Plan was last updated in 1996 by Resolution No. 96-15 and again in 2009 by Resolution 2009-13 and the City now desires to update its General Plan through the adoption of this General Plan Amendment; and

WHEREAS, the City of Huntington Park initiated an update to the City's General Plan on February 17, 2015; and

WHEREAS, the City sought to proactively engage the public in the update to the General Plan, by hosting community outreach workshops, meetings, interviews, internet surveys and informational presentations to the City Council; and

WHEREAS, in the fall of 2015, advertised community meetings and interviews with

community stakeholders were held regarding the General Plan Amendment; and

WHEREAS, on April 20, 2016, an advertised community workshop was held to discuss the General Plan Amendment; and

WHEREAS, in the summer of 2016, additional community outreach efforts were performed; and

WHEREAS, informational presentations to the City Council were performed on September 21, 2015, October 18, 2016, and April 18, 2017; and

WHEREAS, a Notice of Preparation ("NOP") was made available for a period of thirty (30) days from August 10, 2017 to September 11, 2017; and

WHEREAS, a draft Environmental Impact Report ("EIR") in connection with the proposed General Plan Amendment was prepared for and by the City of Huntington Park pursuant to the California Environmental Quality Act ("CEQA") and the State CEQA Guidelines; and

WHEREAS, the draft EIR was circulated for a period of forty-five (45) days beginning on October 12, 2017 to November 27, 2017, as required by State Law; and

WHEREAS, pursuant to Huntington Park Municipal Code Section 9-2.1405, the Planning Commission is required to make a written recommendation to the City Council on the proposed amendment whether to approve, approve in modified form, or disapprove based upon the finding outlined in Huntington Park Municipal Code Section 9-2.1407; and

WHEREAS, the Planning Commission has considered the Environmental Impact Report and determined that the Environmental Impact Report adequately describes and analyzes the Draft General Plan; and

WHEREAS, all persons appearing for or against the recommendation to adopt the General Plan Amendment and Environmental Impact Report were given the opportunity to be heard in connection with said matter; and

WHEREAS, any and all written comments received prior to and at the hearing were reviewed by the Planning Commission.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF HUNTINGTON PARK DOES RESOLVE AS FOLLOWS:

SECTION 1: The proposed General Plan Amendment and the Environmental Impact Report were presented to the Planning Commission, and the Planning Commission has carefully considered all pertinent testimony and the staff report offered in the case as presented at the public hearing, reviewed and considered the information therein prior to any action on the adoption of this Resolution.

SECTION 2: The Planning Commission finds, determines, and declares that the proposed General Plan Amendment has been processed in accordance with State law and local regulations.

SECTION 3: The Planning Commission hereby makes the following findings in connection with the proposed General Plan Amendment:

1. The proposed amendment is internally consistent with the General Plan

   Finding: The proposed amendment is internally consistent with the comprehensive General Plan in that the goals and polices identified for each element are specific and facilitate the development envisioned by the General Plan. Furthermore, the amendment identifies project areas that are in concert with the goals and policies of the General Plan Amendment, resulting in a clear path to achieve development consistent with the comprehensive General Plan;

2. The proposed amendment will not be detrimental to the public interest, health, safety, convenience or welfare of the City

   Finding: The proposed amendment will not be detrimental to the public interest, health, safety, convenience or welfare of the City in that technical studies (i.e. Traffic Impact Analysis) were prepared for the proposed amendment that evaluated the project and possible impacts to the community. The technical studies were also utilized in the preparation of the Environmental Impact Report (EIR), which analyzed all possible impacts the General Plan Amendment could have on the community. The EIR provided for mitigation

measures to help safeguard the community. Both the technical studies and the EIR determined that the proposed amendment will not negatively impact the community or the residents;

3. The proposed amendment will contribute to an appropriate balance of land uses so that local residents may work and shop in the community in which they live

   Finding: The amendment proposes to providing goals and policies that would preserve existing industrial and commercial businesses; expedite reviews of new businesses, promote mixed-use developments, and promote the City as a place for business through marketing, advertising, and partnerships with other organizations. As a result, the amendment will contribute to an appropriate balance of land uses so that local residents may work and shop in the community in which they live;

4. The subject parcel(s) is physically suitable (including, but not limited to access, provision of utilities, compatibility with adjoining land uses and absence of physical constraints) for the requested/anticipated land use development

   Finding: The proposed amendment will update and reorganize the City's General Plan so that it is compliant with State Law. Furthermore, future developments will be reviewed for consistency with the General Plan and the Zoning Code to ensure it is physically suitable for the proposed land use; and

5. The proposed project has been reviewed in compliance with the provisions of the California Environmental Quality Act (CEQA) and the City's Guidelines.

   Finding: Upon completion of the Environmental Assessment Initial Study, the City of Huntington Park has determined that the proposed project scope of analysis required an Environmental Impact Report. A Notice of Preparation (NOP) and Initial Study were circulated for public review. A Draft EIR was prepared and circulated in accordance with the California Environmental Quality Act (CEQA) as amended.

SECTION 4: The Planning Commission recommends that the City Council conduct a

public hearing, consider all public testimony, and adopt the resolution recommending to the City Council the adoption of the City of Huntington Park 2030 General Plan and the adoption of an Environmental Impact Report under the California Environmental Quality Act (CEQA) associated with the project.

SECTION 5: The Secretary of the Planning Commission shall certify to the adoption of this Resolution and a copy thereof shall be filed with the City Clerk.

PASSED, APPROVED, AND ADOPTED this 17th day of October, 2018 by the following vote:

AYES: Chair Montes, Vice-Chair Gomez, Commissioner Carvajal

NOES: None

ABSENT: Commissioner Pacheco

HUNTINGTON PARK PLANNING COMMISSION

_____

Angelica Montes, Chairperson

ATTEST:

_____

Carlos Luis, Secretary

ATTACHMENT “C”

Draft Environmental Impact Report (EIR)
AVAILABLE FOR REVIEW IN
THE CITY CLERK’S OFFICE

ATTACHMENT “D”

Draft 2030 City of Huntington Park General Plan
AVAILABLE FOR REVIEW
IN THE CITY CLERK’S OFFICE

CITY OF HUNTINGTON PARK

Finance
City Council Agenda Report

January 15, 2019

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND ADOPTION OF A RESOLUTION ESTABLISHING NEW FEES RELATED TO SIDEWALK VENDOR PERMITS, PURSUANT TO TITLE 3 "FINANCE," CHAPTER 1 "BUSINESS LICENSING," ARTICLE 18 "PEDDLERS AND SIDEWALK VENDORS" OF THE CITY OF HUNTINGTON PARK'S MUNICIPAL CODE

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Conduct a Public Hearing;

2. Consider public testimony and staff's analysis; and

3. Adopt Resolution No. 2019-02, establishing new fees related to Sidewalk Vendor Permits, pursuant to Title 3 "Finance," Chapter 1 "Business Licensing," Article 18 "Peddlers and Sidewalk Vendors" of the City of Huntington Park's Municipal Code.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Sidewalk Vendor Ordinance

On December 4, 2018, the City Council adopted Urgency Ordinance No. 2018-970, repealing in part and amending in part Title 3 "Finance," Chapter 1 "Business Licensing," and Title 4 "Public Safety," Chapters 7 "Traffic," and 11 "Permits or licenses for pushcarts vending ice cream or other food products" of the Huntington Park Municipal Code relating to sidewalk vendors. ("Urgency Ordinance"). Said Urgency Ordinance became effective immediately upon its adoption. On the same date, the City Council introduced Ordinance No. 2018-971, a back-up ordinance with identical Municipal Code amendments as the Urgency Ordinance, which was subsequently adopted by way of regular procedures on December 18, 2018, and effective thirty (30) days after adoption on January 17, 2019 ("Ordinance No. 2018-971") (hereinafter the Urgency

Ordinance and Ordinance No. 2018-971 will be collectively referred to as the "Sidewalk Vendor Ordinance").[1]

The Sidewalk Vendor Ordinance was enacted in response to Senate Bill ("SB") 946, signed by Governor Brown on September 17, 2018, and effective January 1, 2019, which establishes statewide regulations for vending from non-motorized conveyances and one's person on sidewalks and in parks. The City adopted the Sidewalk Vendor Ordinance to establish a regulatory and permitting program that is consistent with SB 946, but also seeks to control its sidewalks and public rights of way to the fullest extent.

The Sidewalk Vendor Ordinance enacts a permitting scheme and at Section 3-1.1804 "Permits: Application: Fees" of Article 18 "Peddlers and Sidewalk Vendors" to Chapter 1 "Business Licensing" of Title 3 "Finance" of the City Municipal Code, authorizes the City Council to impose fees by the adoption of a Resolution to enable the City's recovery of costs incurred in enforcing and administering the program, including those costs incurred in processing applications for permits, applications for renewals of permits, and appeals for denial or revocation of permits.

Resolution and Fee Study

The Departments of Finance, Community Development, Police and the City Attorney's Office, undertook an analysis and evaluation of the municipal services and activities required to administer and enforce the Sidewalk Vendor Ordinance, and the fee structure necessary to proportionately allocate the costs of executing these required services and activities, which are reflected in Exhibit "A" attached to the Resolution. The proposed fees set forth in Exhibit "A" are imposed for a specific municipal benefit or services provided directly to the payer that is not provided to those not charged, and does not exceed the reasonable costs to the City for providing said municipal benefit or service.

Exhibit "A" to the Resolution is a schedule proposing a permit application fee, a renewal permit application fee, and an appeal fee. The proposed fees account for filing and processing costs associated with permit applications and renewals, as well as the duties and responsibilities imposed on City staff pursuant to the Sidewalk Vendor Ordinance. The fee amounts have been established to enable the City's recovery of costs incurred in enforcing and administering the program. The computation as set forth in Exhibit "A" takes into account the estimated time to complete specified program tasks, multiplied by the hourly burdened rate of City staff, which includes benefits.

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[1] The Municipal Code amendments adopted by the Urgency Ordinance and Ordinance No. 2018-971 are identical. Ordinance No. 2018-971 is intended to replace Urgency Ordinance No. 2018-970 as the operating ordinance upon its effective date on January 17, 2019.

Accordingly, the proposed attached Resolution, which incorporates Exhibit "A," provides that the permit application fee, renewal permit application fee, and the appeal fee be in an amount that fully covers the City's cost in administering and enforcing the regulatory and permitting scheme, in accordance with the Sidewalk Vendor Ordinance. In accordance with the fee schedule in Exhibit "A," the costs of reviewing and acting on a permit application is estimated to be $508.65, plus an additional $32.00 pass through fee from the Department of Justice if a live scan is required. A permit is valid for one (1) year from the date of issuance, and must be renewed thereafter in order to remain valid. The required process to renew a permit is to be in the same manner as in the case of the original permit application, subject to some exceptions. Therefore, a renewal permit application fee is in the amount of $297.45. Additionally, the costs of reviewing, processing and acting on a request for an appeal is estimated to be $562.67.

California law requires the City Council's adoption of any new fee to be preceded by public hearing after 10 days' notice. Additionally, 10 days before the hearing the City must make available to the public information regarding the estimated cost required to provide the service for which the fee is levied. Staff provided notice of this hearing as required by law, and the information set forth in Exhibit "A" was available to the public by the requisite deadline.

FISCAL IMPACT/FINANCING

The recommended fees in the attached Resolution will serve to recover the City's costs incurred in administering and enforcing the Sidewalk Vendor program. Failure to adopt the Resolution will result in administration of the program being funded from existing General Fund revenues.

CONCLUSION

Upon City Council approval, staff will proceed as directed.

Respectfully submitted,

RICARDO REYES
City Manager

NITA MCKAY
Director of Finance

ATTACHMENT(S)

A. DRAFT Resolution No. 2019-02, which attaches and incorporates Exhibit "A" (Fee Study) and Exhibit "B" (Proof of Publication)

ATTACHMENT “A”

RESOLUTION NO. 2019-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK, CALIFORNIA, ESTABLISHING NEW FEES RELATED TO SIDEWALK VENDOR PERMITS, PURSUANT TO TITLE 3 "FINANCE," CHAPTER 1 "BUSINESS LICENSING," ARTICLE 18 "PEDDLERS AND SIDEWALK VENDORS" OF THE HUNTINGTON PARK MUNICIPAL CODE

WHEREAS, the City of Huntington Park ("City") is a general law city, incorporated under the laws of the State of California, and has the power to make and enforce within its jurisdictional limits all local, police, sanitary, and other ordinances, resolutions, and regulations not in conflict with general laws of the state;

WHEREAS, on December 4, 2018, the City Council adopted Urgency Ordinance No. 2018-970, repealing in part and amending in part Title 3 "Finance," Chapter 1 "Business Licensing," and Title 4 "Public Safety," Chapters 7 "Traffic," and 11 "Permits or licenses for pushcarts vending ice cream or other food products" of the Huntington Park Municipal Code relating to sidewalk vendors ("Urgency Ordinance"), which became effective immediately upon its adoption;

WHEREAS, also on December 4, 2018, the City Council introduced Ordinance No. 2018-971, a back-up ordinance with identical Municipal Code amendments as the Urgency Ordinance, which was subsequently adopted by way of regular procedures on December 18, 2018, and effective thirty (30) days after adoption on January 17, 2019 ("Ordinance No. 2018-971") (hereinafter the Urgency Ordinance and Ordinance No. 2018-971 will be collectively referred to as the "Sidewalk Vendor Ordinance");

WHEREAS, the Sidewalk Vendor Ordinance was enacted in response to Senate Bill ("SB") 946, signed by Governor Brown on September 17, 2018, and effective January 1, 2019, which establishes statewide regulations for vending from non-motorized conveyances and one's person on sidewalks and in parks, and prohibits the City from citing, fining, or prosecuting a sidewalk vendor for violation of any rule or regulation that is inconsistent with SB 946;

WHEREAS, the City adopted the Sidewalk Vendor Ordinance to establish a

regulatory and permitting program that is consistent with SB 946, but also seeks to control its sidewalks and public rights of way to the fullest extent;

WHEREAS, the Sidewalk Vendor Ordinance makes it unlawful for any person to engage in sidewalk vending without first applying for and obtaining a permit from the Director of Finance and, in addition paying the required license tax to the Director of Finance in the manner provided for in Article 18 “Peddlers and Sidewalk Vendors” to Chapter 1 “Business Licensing” of Title 3 “Finance” of the City Municipal Code;

WHEREAS, the Sidewalk Vendor Ordinance enacts a permitting scheme and at Section 3-1.1804 “Permits: Application: Fees” of Article 18 “Peddlers and Sidewalk Vendors” to Chapter 1 “Business Licensing” of Title 3 “Finance” of the City Municipal Code, authorizes the City Council to impose fees by the adoption of a Resolution to enable the City’s recovery of costs incurred in enforcing and administering the program, including those costs incurred in processing application for permits, applications for renewals of permits, and appeals for denial or revocation of a permit;

WHEREAS, City staff with the City Attorney’s Office, undertook an analysis and evaluation of the municipal services and activities required to administer and enforce the Sidewalk Vendor Ordinance, and the fee structure necessary to proportionately allocate the costs of executing these required services and activities, which are reflected in Exhibit “A” attached hereto and incorporated by this reference;

WHEREAS, the proposed fees set forth in Exhibit “A” are imposed for a specific municipal benefit or services provided directly to the payer that is not provided to those not charged, and does not exceed the reasonable costs to the City for providing said municipal benefit or service;

WHEREAS, information regarding the estimated costs required to provide the service for which the fee is levied was available to the public for at least ten (10) days prior to the City Council’s consideration of this Resolution (see proof of publication at Exhibit “B”), and the City Council has held a duly noticed public hearing concerning said fees; and

WHEREAS, by this Resolution, the City Council desires to set and establish the amounts of the Permit Application Fee, Renewal Permit Application Fee, and Appeal Fee, pursuant to City Municipal Code Sections 3-1.1802, 3-1.1808, 3-1.1812, and 4-11.04.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK DOES HEREBY RESOLVE, DECLARE, AND DETERMINE AS FOLLOWS:

SECTION 1. RECITALS. That based upon staff reports, presentations, public testimony, and all other matters presented during the public hearing on this item, the City Council hereby finds and declares that the foregoing recitals are true and correct and incorporates them herein as a substantive part of this Resolution.

SECTION 2. ADOPTED FEES.

(a) That the City Council hereby adopts the fees, as established in Exhibit "A" attached hereto and incorporated by this reference, by Resolution under its authority pursuant to local and state law, and such fees shall be imposed on any permit or appeal application as set forth herein, for the reasonable estimated costs the City will incur with respect to accepting, processing reviewing, investigating, and performing certain regulatory activities associated with the enforcement of the program pursuant to the City Council approved Sidewalk Vendor Ordinance:

TYPE OF FEE	AMOUNT OF FEE
Permit Application Fee:	$508.65 (plus $32.00 if Live scan required)
Renewal Permit Application Fee:	$297.45
Fee to Appeal the Decision of the Director of Finance:	$562.67

(b) That payment of the fee for a permit application, renewal permit application, and an appeal shall be due and payable at the time a permit or renewal permit application, or a request for an appeal, is submitted to the City.

(c) That the City will not begin any review or investigation of a permit or renewal permit application, or the review and processing of a request for an appeal, until and unless the applicable fee has been paid to the City in full.

(d) That the permit application, renewal permit application, and appeal fee shall be non-refundable.

(e) That payment of fees does not guarantee approval of any of the permit or renewal permit applications, or the reversal of a decision of the City.

(f) That the above fees do not include any other fees due for, without limitation, other permits, licenses, inspections, document preparation that may be required by the City such as, but not limited to business license tax.

SECTION 3. **CEQA EXEMPTION.** The City Council, on the basis of the whole record and exercising independent judgment, finds that this Resolution is not subject to environmental review pursuant to Sections 15060 (c)(2) and 15060 (c)(3) of the State Guidelines for Implementation of the California Environmental Quality Act (CEQA) found in Title 14 of the California Code of Regulations. Sections 15060 (c)(2) and 15060 (c)(3) pertain to activities that will not result in a direct or reasonably foreseeable indirect change to the environment and that are not defined as a project under Section 15378.

SECTION 4. **SEVERABILITY.** If any section, subsection, line, sentence, clause, phrase, word, part, provision, or portion of this Resolution, or its application to any individual,

entity, or circumstance, for any reason, is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution, and shall continue in full force and effect. To this end, any section, subsection, line, sentence, clause, phrase, word, part, provision, or portion of this Resolution is severable. The City Council of the City declares that this Resolution would have been adopted by the City Council regardless of the fact that any section, subsection, line, sentence, clause, phrase, word, part, provision, or portion thereof, might be declared to be invalid or unconstitutional.

SECTION 5. PASSAGE AND EFFECTIVE DATE. The City Clerk shall attest and certify to the passage and adoption of this Resolution, and enter it into the book of original resolutions, and it shall become effective immediately upon its approval.

PASSED, APPROVED, AND ADOPTED this 15th day of January 2019.

_____
Jhonny Pineda, Mayor

ATTEST:

_____
Donna G. Schwartz, CMC
City Clerk

Exhibit "A"

Exhibit "A" is a fee schedule drafted with the collaboration of Chico Police, Finance, Community Development and the City Attorney's Office, which shows that costs incurred by the City in enforcing the sidewalk vendor regulatory program. This fee study takes into account all duties and responsibilities imposed on City staff in administering the Sidewalk Vendor Permit and enforcing the sidewalk vendor regulatory program.

A. Sidewalk Vendor Permit Application Estimate[1] = $508.65 (If live scan is required, an additional $32.00 will be passed on to the applicant.)				
Task	City Staff[2]	Estimated Time to Complete Task[3]	Computation[4]	Sub-Total
1. Review, Process, and Investigation				
a. Finance - Review and process application, conduct any necessary investigation, forward application to Police Department and Community Development for further investigation.	[FA]	0.5	0.5 x 83.48	= $41.74
b. Police Department - Review and process application, and conduct necessary investigation.	[PS] [PJ] [PC]	0.5 0.5 0.5	0.5 x 146.02 0.5 x 100.56 0.5 x 95.82	= $73.01 = $50.28 = $47.91
c. Community Development – Review and process application, conduct necessary investigation. (Flat Fee – Inspection)				= $40.00
d. Finance - receive and review determination, approve/deny application, draft any notice concerning application.				
2. Ongoing enforcement efforts				
a. Police Department - Review notice to inspect.	[PS]	0.5	0.5 x 146.02	= $73.01
b. Police Department - Conduct inspection to confirm compliance with ordinance and/or follow-up on citizen complaints.	[PO]	1.0	1.0 x 107.13	=$107.13

[1] Applicable Huntington Park Municipal Code Sections include, but are not limited to, 3-1.1802, 3-1.1803, 3-1.1804, 3-1.1805, 3-1.1810, 4-11.01, 4-11.02, 4-11.03, 4-11.04, and 4-11.05.
[2] City Staff is as follows: "PS" is a Police Sergeant, "PJ" is a Police Jailer, "PC" is a Police Records Clerk, "PO" is a Police Officer, "FA" is a Finance Assistant, "FD" is the Finance Director, "CM" is the City Manager, "CH" is the Police Chief, and "CD" is the Community Development Director.
[3] Time estimated to complete task is in .1 increments, with each .1 increment equaling six (6) minutes.
[4] The computation includes the time estimated to complete the task multiplied by the hourly, burdened rate for each City staff member.

c. Finance - Draft any notice of violation, order of revocation, etc.	[FD]	0.5	0.5 x 151.13	= $75.57
B. Renewal Permit Application Fee Estimate[5] [Computation same as above] = $297.45				
C. Appeal Fee Total Estimate[6] = $562.67				
1. Finance - Review and process notice of appeal, and schedule a hearing before appeal committee	[FD]	0.5	0.5 x 151.13	= $75.57
2. Finance - Issue a written notice of time and place of appeal hearing.				
3. Appeal Hearing	[CM] [CH] [CD]	1.0 1.0 1.0	1.0 x 163.57 1.0 x 207.42 1.0 x 116.11	=$163.57 =$207.42 =$116.11
4. Finance - Issue a written notice of final appeal determination.				

[5] Huntington Park Municipal Code Section 3-1.1808.
[6] Huntington Park Municipal Code Section 3-1.1812.

ATTACHMENT “B”

Long Beach Press-Telegram
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Long Beach, CA 90844
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legals@presstelegram.com

(Space below for use of County Clerk Only)

5007732

Legal No. **0011220513**

CITY OF HUNTINGTON PARK
ATTN: DONNA SCHWARTZ
6550 MILES AVE
HUNTINGTON PARK, CA 90255

PROOF OF PUBLICATION
(2015.5 C.C.P.)

STATE OF CALIFORNIA
County of Los Angeles

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principle clerk of the printer of the Long Beach Press-Telegram, a newspaper of general circulation, printed and published daily in the City of Long Beach, County of Los Angeles, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of County of Los Angeles, State of California, on the date of March 21, 1934, Case Number 370512. The notice, of which the annexed is a true printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

01/05/2019, 01/10/2019

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Executed at Long Beach, LA Co. California,
this 10th day of January, 2019.

Signature

The Long Beach Press-Telegram, a newspaper of general circulation, is delivered to and available in but not limited to the following cities: Long Beach, Lakewood, Bellflower, Cerritos, Downey, Norwalk, Artesia, Paramount, Wilmington, Compton, South Gate, Los Alamitos, Seal Beach, Cypress, La Palma, Lynwood, San Pedro, Hawaiian

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City of Huntington Park City Council will hold a public hearing on Tuesday, January 15, 2019 at 6:00 p.m. in the City Hall Council Chambers at 6550 Miles Avenue, Huntington Park, California 90255, to consider a resolution establishing new fees related to sidewalk vendor permits pursuant to Article 18 "Peddlers and Sidewalk Vendors" to Chapter 1 "Business Licensing" of Title 3 "Finance" of the Huntington Park Municipal Code.

BASIS FOR FEE: On December 4, 2018, the City Council adopted Urgency Ordinance No. 2018-970 and introduced Ordinance No. 2018-971 (hereinafter, the Sidewalk Vendor Ordinance). The Sidewalk Vendor Ordinance was enacted in response to Senate Bill ("SB") 946, signed by Governor Brown on September 17, 2018, and effective January 1, 2019, which establishes statewide regulations for vending from non-motorized conveyances and one's person on sidewalks and in parks. The City adopted the Sidewalk Vendor Ordinance to establish a regulatory and permitting program that is consistent with SB 946. The Sidewalk Vendor Ordinance authorizes the City Council to impose fees by the adoption of a Resolution to enable the City's recovery of costs incurred in enforcing and administering the program, including those costs incurred in processing application for permits, applications for renewals of permits, and appeals for denial or revocation of a permit.

Data indicating the amount of the estimated cost required to provide the service for which the fees are to be levied is contained in the fee analysis included with the proposed resolution. The proposed resolution implementing new fees related to sidewalk vendor permits is available for public review and/or copying during normal business hours at the City Clerk's Office at 6550 Miles Avenue, Huntington Park, California 90255.

Please be advised, if you challenge any of the foregoing actions in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing for final action described in this notice, or in a written correspondence delivered to the City Clerk's Office prior to the public hearing.

If you will require special accommodations due to a disability, please contact City Clerk's Office at (323) 584-6230. All requests for accommodations must be received 72 hours prior to the time of the hearing to enable the City to make reasonable arrangements to assure accessibility to this hearing.

Published in accordance with Govt. Code Sects. 66018 and 6062a.

/s/ Donna G. Schwartz, CMC
City Clerk

Pub Jan 5, 10, 2019(11220513)