

CITY OF HUNTINGTON PARK

City Council

Regular Meeting

Agenda

Tuesday, February 5, 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 Volunteers for Their Dedication in Assisting with the Huntington Park's "2019 Greater Los Angeles Homeless Count"

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/Administrative Services Director
Employee Organization: General Employees Association (GEA)

RECONVENE TO OPEN SESSION

CLOSED SESSION ANNOUNCEMENT

CONSENT CALENDAR

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

OFFICE OF THE CITY CLERK

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

1-1. Regular City Council Meeting held January 15, 2019.

FINANCE

2. Approve Accounts Payable and Payroll Warrant(s) dated February 5, 2019

CITY ATTORNEY

3. Adopt 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 second reading and adopt Ordinance No. 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.

COUNCIL

4. Consideration and Approval of Resolution Reappointing Members to the Economic Development Committee

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2019-03 Reappointing Members to the Economic Development Committee.

END OF CONSENT CALENDAR

REGULAR AGENDA

COUNCIL

5. Council Appointment to Parks and Recreation Commission

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Make appointment to the Parks and Recreation Commission consistent with the provisions set forth in Resolution No. 2015-19.

CITY MANAGER

6. Consideration and Approval of Resolution Establishing Spending Limits Policy for Purchasing Authority for the City Manager and Department Heads of the City Including City Staff

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2019-04, Amending Resolution No. 2017-40, Establishing Spending Limits Policy for Purchasing Authority for the City Manager, and Department Heads of the City including City staff.

7. Consideration and Approval to Retain Consultant for Community Educational Program for Measure C

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize the retention of VELADA to conduct an educational and information program to the City's residents regarding Measure C; and
2. Authorize the City Manager to execute a professional services agreement with VELADA consistent with their proposal attached herewith.

COMMUNITY DEVELOPMENT

8. Consideration and Approval to Implement the Huntington Park Strip 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.

REGULAR AGENDA (CONTINUED)

COMMUNITY DEVELOPMENT

9. **Consideration and Approval of Facility Use and Fee Waiver Request by the American Red Cross for Use of Keller Park and Court Building for the “Sound the Alarm” Event in Partnership with the City**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the American Red Cross “Sound the Alarm” event in partnership with the City; and
2. Approve American Red Cross fee waiver request for use of Keller Park and Court Building.

PUBLIC WORKS

10. **Consideration and Approval of Award of a Construction Contract to Elecnor Belco Electric Inc. and a Professional Services Contract (PSA) to KOA Corporation for Construction Management/Inspection and Labor Compliance Services for the Huntington Park Signal Synchronization & Bus Speed Improvement Project CIP 2018-05**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve a construction contract to Elecnor Belco Electric, Inc. as the lowest responsible, responsive bidder, for the Huntington Park Signal Synchronization & Bus Speed Improvement Project CIP 2018-05 for a not-to-exceed amount of \$911,252;
2. Approve a professional services agreement to KOA Corporation to provide Construction Management & Inspection and Labor Compliance services for a not-to-exceed amount of \$178,200;
3. Authorize City Manager to execute the construction contract agreement and professional services agreement; and
4. Approve budget appropriation in an amount of \$9,552.93 to account number 207-8016-429.73-10 and \$11,914.07 to account number 209-8010-431.73-10.

REGULAR AGENDA (CONTINUED)

PUBLIC WORKS (CONTINUED)

11. Consideration and Approval of CIP 2018-07 Downtown Huntington Park I-Park System Implementation Project 90% Completion of Design and Authorization to Proceed with Bid Advertisement

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve Environmental Assessment pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption under the California Environmental Quality Act (CEQA);
2. Approve CIP 2018-07 Downtown Huntington Park i-Park System Implementation Project 90% completion of design;
3. Authorize Public Works Department to proceed with bid advertisement for construction; and
4. Authorize Infrastructure Engineers under the currently approved Augmentation Contract to proceed with the construction management and inspection (CM) services for a not-to-exceed fee of 7% based on construction bids and authorize the City Manager or designee to execute the Request for Services (RFS); or
5. Authorize staff to publish a Request for Proposal (RFP) and solicit proposals from qualified firms to perform CM services and come back at a future City Council meeting requesting approval of the contract and authorizing the City Manager or designee to execute the contract.

12. 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)

- 13. Approve Acceptance of Work Performed by Alfaro Communication Construction, Inc. (ACCI) as Part of CIP 2018-01 Pacific Boulevard Pedestrian and Transportation Improvement Project Metro ID F3609 and CIP 2018-02 Metro Rapid Bus Station Implementation Project Metro ID MRBSHE32**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve acceptance of work performed by Alfaro Communication Construction, Inc. (ACCI) for the construction of CIP 2018-01 Pacific Boulevard Pedestrian and Transportation Improvement Project Metro ID F3609 and CIP 2018-02 Metro Rapid Bus Station Implementation Project Metro ID MRBSHE32;
 2. Approve budget appropriations for construction contract provided by ACCI in an amount of \$377,327.82 to account number 205-8010-431.73-10, \$115,500 to account number 208-8051-431.73-10, \$243,595.00 to account number 222-8010-431.73-10, \$191,457.11 to account number 221-4010-431.73-10, and \$93,521.05 to account number 535-8010-431.73-10 for a total construction cost of \$1,021,400.98;
 3. Approve ACCI's change orders for a not-to-exceed fee of \$149,693.76;
 4. Authorize budget appropriations for construction management & inspection and labor compliance services provided by Infrastructure Engineers (IE) in an amount of \$85,000, from account number 222-8010-431.73-10;
 5. Authorize the City Manager or designee to sign ACCI change orders;
 6. Authorize staff to execute the "Notice of Completion" (NOC) and direct the City Clerk to file the NOC with the Los Angeles County Recorder's Office; and
- 14. Consideration and Approval of Purchase Order (PO) for Emergency Replacement of Motor**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve emergency expenditure in the amount of \$13,401.80 in account 681-8030-461.43-30, and
2. Authorize City Manager to execute the check request.

END OF REGULAR AGENDA

PUBLIC HEARING

COMMUNITY DEVELOPMENT

15. Continued from the January 15 2019, 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

16. Continued from the January 15 2019, Regular City Council Meeting - 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

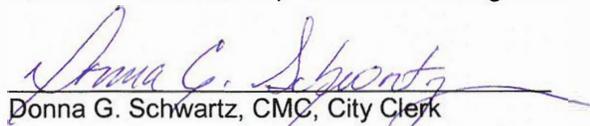
Vice Mayor Karina Macias

Mayor Jhonny Pineda

ADJOURNMENT

The City of Huntington Park City Council will adjourn to a Regular Meeting on Tuesday, February 19, 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 31st day of January 2019.


Donna G. Schwartz, CMC, City Clerk

MINUTES

Regular Meeting of the
City of Huntington Park City Council
Tuesday, January 15, 2019

Sergeant at Arms read the Rules of Decorum at the beginning of the Successor Agency meeting.

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:11 p.m. on Tuesday, January 15, 2019, 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; Noel Tapia, Assistant City Attorney; 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. ABSENT: Cynthia Norzagaray, Director of Parks and Recreation.

INVOCATION

Invocation was led by Mayor Pineda.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Avila.

PRESENTATIONS

Council presented "Certificates of Recognition," to the Huntington Park Police Officers Association (POA) for Sponsoring the Holiday "Secret Santa" Program.

Council presented a "Certificate of Recognition," to Officer Manuel Coronel for Sponsoring the "Police Department Toy Drive."

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

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

Cesar Campos, Public Engagement Supervisor, California Department of Toxic Substances Control (DTSC) gave an update on the Residential Exide Clean-up.

PUBLIC COMMENT

1. Edwin Aragon, spoke in support of sanitation workers becoming a union and supports teachers.
2. Jose Orozco, voiced concern regarding his neighbor's dogs and the way they are being treated.
3. Emilia Medrano, spoke in regards to receiving double billing from UPW and unable to speak to anyone.
4. Michelle Mendoza, LA County Sanitation District, spoke on behalf of sanitation employees and current negotiations and thanked council for their letter of support.

STAFF RESPONSE

Mayor Pineda directed staff to obtain Mr. Orozco and Ms. Medrano's contact information.

CLOSED SESSION

At 7:23 p.m. Assistant City Attorney Noel Tapia 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)

At 8:16 p.m. Mayor Pineda reconvened to open session with all Council Members present.

CLOSED SESSION ANNOUNCEMENT

Assistant City Attorney Noel Tapia announced all five Council Members were present and briefed on closed session item 1. 1) City staff gave presentation, nothing to report, no action taken.

Assistant City Attorney Noel Tapia pulled regular agenda item 15.

CONSENT CALENDAR

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

ROLL CALL:

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

OFFICE OF THE CITY CLERK

1. Approved Minute(s) of the following City Council Meeting(s):
 - 1-1. Regular City Council Meeting held December 18, 2018.

FINANCE

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

CITY MANAGER

3. Approved 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 authorized City Manager to sign the contracts and approve change orders in an amount not to exceed 10% of the total contract amount.
4. Approved 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 authorized City Manager to sign the contracts and approve change orders in an amount not to exceed 10% of the total contract amount.
5. Approved 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 authorized City Manager to sign the contracts and

approve change orders in an amount not to exceed 10% of the total contract amount.

6. Approved 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 authorized the City Manager to sign the contracts and approve change orders in an amount not to exceed 10% of the total contract amount.
7. Approved 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 authorized the City Manager to sign the contracts and approve change orders in an amount not to exceed 10% of the total contract amount.
8. Approved 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 authorized 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. Adopted 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**

City Manager Ricardo Reyes announced the item and introduced Assistant City Attorney Noel Tapia who presented the staff report.

Motion: Council Member Sanabria moved to 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 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

COMMUNITY DEVELOPMENT

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

City Manager Ricardo Reyes announced the item and introduced Community Development Director Sergio Infanzon who presented the staff report.

Mayor Pineda advise staff to only give out the number of permits to parking stalls and recommended a \$35 a month fee instead of \$50.

Motion: Council Member Ortiz moved to approve the project/program but to have the plan presented to the Economic Development Committee first, then a final plan back to Council, 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

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

City Manager Ricardo Reyes announced the item and introduced Finance Director/Acting Human Resources Director Nita McKay who presented the staff report.

Motion: Council Member Sanabria moved to 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, 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

POLICE

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

Assistant City Attorney Noel Tapia announced the item and introduced Chief of Police Cosme Lozano who presented the staff report.

Motion: Vice Mayor Macias moved to authorize the purchase of forty (40) ballistic helmets and face shields, authorize additional budget appropriation of \$13,078.10 from the Cal Cops Fund 225-7120-421.74-10 for this purchase and authorize the Chief of Police to acquire the equipment, 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

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

Assistant City Attorney Noel Tapia announced the item and introduced Chief of Police Cosme Lozano who presented the staff report.

Motion: Council Member Ortiz moved to 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, authorize additional budget appropriation of \$154,735.34 from the Forfeiture Fund, Account #229-7010-421.74-10 and authorize the Chief of Police to purchase the vehicles and install associated equipment, 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

Council Member Ortiz would like to see a comparison, regular vehicle vs SUV.

PUBLIC WORKS

THIS ITEM PREVIOUSLY PULLED BY ASSISTANT CITY ATTORNEY NOEL TAPIA.

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.

16. Consideration and Approval of Budget Appropriation for Catch Basin Cleaning 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 a budget appropriation in the amount of \$39,647 in account number 111-8030-461.56-42, 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

REGULAR AGENDA (CONTINUED)

PUBLIC WORKS (CONTINUED)

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

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 purchase order with Nobel for GeoViewer Sewer Module annual subscription and authorize City Manager to execute purchase 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

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)

Assistant City Attorney Noel Tapia announced the item and introduced Community development director Sergio Infanzon who presented the staff report

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

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).

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.

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

Assistant City Attorney Noel Tapia announced the item and introduced Finance Director Nita McKay who presented the staff report and noting no changes or fees were changed only blanks were taken out to the revised Exhibit A that was distributed to Council at start of meeting.

Mayor Pineda requested staff to go over the fees. Staff gave a brief overview.

Council Member Avila requested a legal review so the City can be protected against any foreseeable litigations.

Mayor Pineda opened up public comment.

Public Comment

1. Daniella Sanchez, stated she sells hot dogs from a cart at a night club and questioned the cost of selling the hot dogs and any other items from a cart stating she wants to be organized.
2. Miguel Anaya, had questions about using his 16-foot truck to sell food.

Mayor Pineda closed public comment.

Mayor Pineda asked legal to respond to the comments.

Vanessa Ibarra, Legal, responded to Ms. Sanchez comment stating yes she can sell hot dogs but it depends whether or not she’s going to be applicable to obtain a permit to operate in the city and depends if she is selling hot dogs from a licensed conveyance. The permitting process does not regulate vehicles with motors, question about taco truck anything with a motor is not applicable under this sidewalk vendor regulation. With regards to time, residential areas have very strict time regulations and commercial its dependent on what hours of operation of similar businesses in the area. With regard to Mr. Anaya’s question regarding taco truck, it does not qualify for a permit under the current regulations.

City Manager Ricardo Reyes also added that the City’s process with regard to selling food, is consistent with the county’s health department process.

Council Member Ortiz voiced concern with what cost the police department might incur through enforcement and will move to table so that an analyst can be done with regard to enforcement and if cost can be recovered through the permit fees.

Motion: Council Member Ortiz moved to continue item to the next city council meeting so that an analyst can be conducted with regard to enforcement cost in order to see if any cost can be recovered through the permit fees, seconded by Mayor Pineda. Motion passed 5-0, by one motion.

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS – None.

COUNCIL COMMUNICATIONS

Council Member Manuel “Manny” Avila, wished everyone a Happy New Year and encouraged everyone to continue working along and for the community.

Council Member Graciela Ortiz, thanked the Parks and Recreation Department, Police Department, Public Works and staff for all their support to the teachers while on strike.

Council Member Marilyn Sanabria, wished all a good night.

Vice Mayor Karina Macias, thanked staff and invited everyone to join the City on January 23rd for the Homeless Count, reminded everyone about the Sock & Undergarment Drive for a local church, encouraged everyone to donate and thanked all.

Mayor Jhonny Pineda, wished all a good night.

ADJOURNMENT

At 9:18 p.m. Mayor Pineda adjourned the City of Huntington Park City Council to a Regular Meeting on Tuesday, February 5, 2019 at 6:00 P.M.

Respectfully submitted,

Donna G. Schwartz, CMC
City Clerk

City of Huntington Park List of Funds

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

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
2-5-2019**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
AAA ELECTRICAL SUPPLY INC	306741-00	681-8030-461.43-30	ELECTRICAL BREAKER PURCHASE	1,785.18
				\$1,785.18
ACEVES, NORMA A.	20703-928	681-0000-228.70-00	WATER CREDIT REFUND	53.75
				\$53.75
AFSCME COUNCIL 36	PPE 1/13/2018	802-0000-217.60-10	AFSCME COUNCIL 36 DUES	694.26
	PPE 1/27/2019	802-0000-217.60-10	AFSCME COUNCIL 36 DUES	694.26
				\$1,388.52
AGAPE PAINTING & MAINTENANCE	1319	232-6010-419.73-10	FITNESS CNTR PAINTING SERVICE	1,050.00
				\$1,050.00
ALFREDO DE LA TORRE CONSTRUCTION	6115-2	246-0000-206.00-00	LEAD REPAIRS-6115 FISHBURN	381.25
				\$381.25
ALL CITY MANAGEMENT SERVICES	58315	111-7022-421.56-41	CROSSING GUARD 12/2-12/15	6,845.31
	58764	111-7022-421.56-41	CROSING GUARD 12/16-12/29	134.80
				\$6,980.11
AMERICAN CELEBRATIONS	198191	111-6020-451.56-41	P&R GROUNDBREAKING SUPPLY	36.68
				\$36.68
AMERICAN EXPRESS	10008115285	111-0110-411.58-19	VICE MAYOR LODGING EXPENSE	550.00
	5262419655998	111-0110-411.58-19	VICE MAYOR FLIGHT EXPENSE	236.96
	5269825509575	111-0110-411.58-19	VICE MAYOR FLIGHT EXPENSE	20.00
	5269825509576	111-0110-411.58-19	VICE MAYOR FLIGHT EXPENSE	20.00
	10008173285	111-0110-411.58-24	MAYOR CONFERENCE REGISTRATION	550.00
	5262419658755	111-0110-411.58-24	MAYOR FLIGHT EXPENSE	236.96
	5269825510056	111-0110-411.58-24	MAYOR FLIGHT EXPENSE	20.00
	5269825510057	111-0110-411.58-24	MAYOR FLIGHT EXPENSE	20.00
	10008147730	111-0240-466.59-15	CM CONFERENCE REGISTRATION	1,100.00
	5262419618373	111-0240-466.59-15	CM ADMIN FLIGHT EXPENSE	149.96
	5262419618374	111-0240-466.59-15	CM FLIGHT EXPENSE	149.96
	0	111-1010-411.59-15	CITY CLERK MEAL EXPENSE	11.90
	27926047619105	111-1010-411.59-15	CITY CLERK FLIGHT EXPENSE	30.00
	31099538348	111-1010-411.59-15	CITY CLERK MEAL EXPENSE	42.05
	42290011	111-1010-411.59-15	CITY CLERK TRANSPORTATION	12.00
	53855141	111-1010-411.59-15	CITY CLERK LODGING EXPENSE	697.02
	6286	111-1010-411.59-15	CITY CLERK MEAL EXPENSE	20.99
	7164	111-1010-411.59-15	CITY CLERK MEAL EXPENSE	46.32
	73011008347	111-1010-411.59-15	CITY CLERK MEAL EXPENSE	24.62
	854281483509800	111-1010-411.59-15	CITY CLERK MEAL EXPENSE	12.02
	9593	111-1010-411.59-15	CITY CLERK MEAL EXPENSE	15.02
	06180051	111-6010-451.61-20	P&R DIRECTOR LODGING	170.07
	5262417716237	111-6010-451.61-20	P&R DIRECTOR FLIGHT EXPENSE	161.96
	BC3L1A39664	111-6010-451.61-20	P&R TRADE SHOW REGISTRATION	75.00
	21105178335	111-6020-451.61-35	TREE LIGHTING EVENT EXPENSE	81.00
	0049937	111-6065-451.57-46	SENIOR DANCE PROGRAM SUPPLY	68.48
	0050840	111-6065-451.57-46	SENIOR DANCE PROGRAM SUPPLY	57.02

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
2-5-2019**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	
AMERICAN EXPRESS	10008157508	111-7010-421.59-15	PD GANG ENFORCEMENT COURSE	170.00	
	26716106	111-7010-421.59-15	PD LODGING EXPENSE	281.74	
	851808983	111-7010-421.59-15	PD NENA ASSOC DUES	142.00	
	851808983469801	111-7010-421.59-15	PD NENA ASSOC DUES	55.00	
	8TD8K6WH	111-7010-421.59-15	PD OPERATIONS COURSE	146.00	
	BQZ0VSWB	111-7010-421.59-15	PD OPERATION COURSE	146.00	
	OPSNT_E5W84	111-7010-421.59-15	PD SEX OFFENDER COURSE	320.00	
	100071792453	111-7010-421.61-20	PD VOLUNTEER DINNER	539.85	
	10027554	111-7010-421.61-20	PD JAIL SUPPLY	88.18	
	18419000	111-7010-421.61-20	PD PARKING EXPENSE	15.00	
	2079	111-7010-421.61-20	PD VOLUNTEER DINNER	716.92	
	W000211500	111-7010-421.61-20	PD BOARD SUPPLIES	286.71	
	0012326882520	111-8020-431.59-15	PW ANALYST FLIGHT EXPENSE	162.51	
	10156320181	111-8020-431.59-15	PW DIRECTOR MEAL EXPENSE	21.44	
	13588961	111-8020-431.59-15	PW DIRECTOR LODGING EXPENSE	478.95	
	5262417814693	111-8020-431.59-15	PW DIRECTOR FLIGHT EXPNSE	81.31	
	71689140	111-8020-431.59-15	PW ANALYST TRAVEL EXPENSE	22.75	
	842029883	111-8020-431.59-15	PW ANALYST ADA TRAINING	150.00	
	BJ3L1A39F3D	111-8020-431.59-15	PW CONFERENCE	316.67	
	PRN6CNXJGWG	111-8020-431.59-15	PW ANALYST TRAINING	170.00	
	0012326882520	111-8080-431.59-15	PW ANALYST FLIGHT EXPENSE	81.24	
	10156320181	111-8080-431.59-15	PW DIRECTOR MEAL EXPENSE	10.72	
	13588961	111-8080-431.59-15	PW DIRECTOR LODGING EXPENSE	239.48	
	5262417814693	111-8080-431.59-15	PW DIRECTOR FLIGHT EXPNSE	40.65	
	842029883	111-8080-431.59-15	PW ANALYST ADA TRAINING	75.00	
	BJ3L1A39F3D	111-8080-431.59-15	PW CONFERENCE	158.33	
	PRN6CNXJGWG	111-8080-431.59-15	PW ANALYST TRAINING	85.00	
	0012326882520	219-8085-431.59-15	PW ANALYST FLIGHT EXPENSE	81.24	
	842029883	219-8085-431.59-15	PW ANALYST ADA TRAINING	75.00	
	PRN6CNXJGWG	219-8085-431.59-15	PW ANALYST TRAINING	85.00	
	12240811908	232-6010-419.56-41	P&R HOLIDAY DECOR STORAGE	153.13	
	48640087	232-6010-419.56-41	P&R HOLIDAY DECORATIONS	23.13	
	48700019	232-6010-419.56-41	P&R HOLIDAY DECORATIONS	400.00	
	48720013	232-6010-419.56-41	P&R HOLIDAY DECORATIONS	200.00	
	48760027	232-6010-419.56-41	P&R HOLIDAY DECORATIONS	200.00	
	48760029	232-6010-419.56-41	P&R HOLIDAY DECORATIONS	74.98	
	48760031	232-6010-419.56-41	P&R HOLIDAY DECORATIONS	25.00	
	WGXJLF2134P	239-6060-466.61-20	AFTER SCHOOL PROGRAM SUPPLIES	359.05	
	W28ADPW18DA	239-6065-466.61-20	P&R SENIOR PROGRAM SUPPLIES	519.83	
	42231	741-8060-431.62-30	PD FUEL PURCHASE	57.40	
					\$11,834.52

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
2-5-2019**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
AMERICAN SOCCER COMPANY, INC	6553042	111-6030-451.61-35	YOUTH BASKETBALL UNIFORMS	182.09
				\$182.09
ARAMARK UNIFORM & CAREER APPAREL	533853217	741-8060-431.56-41	UNIFORM SERVICE 12/11/18	105.75
	533870857	741-8060-431.56-41	UNIFORM SERVICE 12/18/18	105.75
	533922306	741-8060-431.56-41	UNIFORM SERVICES 1/8/19	105.75
				\$317.25
AT&T	1/01-1/31/2019	111-9010-419.53-10	SALT LAKE PARK INTERNET	55.75
	1/21-2/20/19	111-9010-419.53-10	PW YARD INTERNET	64.25
	12/21-1/20/2019	111-9010-419.53-10	COMMUNITY CNTR INTERNET	73.50
	12/23-1/22/2019	111-9010-419.53-10	SALT LAKE PARK INTERNET	55.00
	12/28-1/27/2019	111-9010-419.53-10	RAUL PEREZ PARK INTERNET	45.00
	12/28-1/27/2019	111-9010-419.53-10	FREEDOM PARK INTERNET	45.00
				\$338.50
AT&T MOBILITY	X01142019	111-5055-419.53-10	CODE ENFORCENMT CELL 12/7-1/6/19	176.92
	X12142018	111-5055-419.53-10	CODE ENFORCENMT CELL 11/7-12/6/18	176.19
	X01142019	111-7010-421.53-10	POLICE DEPT CELL 12/7-1/6/19	5,118.89
	X01142019	239-5055-419.53-10	CODE ENFORCENMT CELL 12/7-1/6/19	117.94
	X12142018	239-5055-419.53-10	CODE ENFORCENMT CELL 11/7-12/6/18	117.46
				\$5,707.40
AT&T PAYMENT CENTER	11/20-12/19/18	111-7010-421.53-10	PD PHONE SERVICE	1,998.23
	11/28-12/27/18	111-7010-421.53-10	PD PHONE SERVICE	637.87
	1/7-2/6/2019	111-9010-419.53-10	CITYWIDE PHONE SERVICE	33.10
	1/7-2/6/2019	111-9010-419.53-10	CITYWIDE PHONE SERVICE	33.10
	1/7-2/6/2019	111-9010-419.53-10	CITYWIDE PHONE SERVICE	33.10
	1/7-2/6/2019	111-9010-419.53-10	CITYWIDE PHONE SERVICE	33.10
	1/7-2/6/2019	111-9010-419.53-10	CITYWIDE PHONE SERVICE	100.71
	1/7-2/6/2019	111-9010-419.53-10	CITYWIDE PHONE SERVICE	194.40
	1/7-2/6/2019	111-9010-419.53-10	CITYWIDE PHONE SERVICE	80.51
				\$3,144.12
BARR & CLARK INC	47412	246-0298-463.56-41	LEAD TEST-6722 1/2 ALBANY	234.00
	47415	246-0298-463.56-41	LEAD TEST-6722 ALBANY	318.00
				\$552.00
BATTERY SYSTEMS INC	4749661	741-8060-431.43-20	FORKLIFT BATTERY PURCHASE	95.05
				\$95.05
BENEFIT ADMINISTRATION CORPORATION	6028045-IN	111-0230-413.56-41	ADMIN & BANK FEES 12/2018	80.00
	6027988-IN	111-2030-413.56-41	ADMIN & BANK FEES 10/2018	80.00
				\$160.00
BESNICK MIDDLETON	1222019	111-6030-451.33-90	REFEREE SRVCS 1-12-2019	108.00
				\$108.00
BOB BARKER COMPANY INC.	WEB000583674	121-7040-421.56-14	JAIL & INMATE SUPPLIES	941.45
				\$941.45
BPS TACTICAL INC	19010060	122-7010-421.74-10	PD TACTICAL VEST COVERS	1,116.90
				\$1,116.90
BRADLEYS PLASTIC BAG CO	333072	111-7040-421.61-33	PD EVIDENCE SUPPLIES	146.89
				\$146.89

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
2-5-2019**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
BSN SPORTS, LLC	904141762	114-6010-451.73-10	P&R VOLLEYBALL CARTS	771.72
				\$771.72
CAL PRIVATE BANK-FIT	PPE 1/13/2018	802-0000-217.20-10	FEDERAL TAX DEPOSIT	52,573.52
	PPE 1/27/2019	802-0000-217.20-10	FEDERAL TAX DEPOSIT	58,182.05
				\$110,755.57
CAL PRIVATE BANK-MEDICARE	PPE 1/13/2018	802-0000-217.10-10	MEDICARE TAX DEPOSIT	7,344.21
	PPE 1/27/2019	802-0000-217.10-10	MEDICARE TAX DEPOSIT	7,956.77
				\$15,300.98
CAL PRIVATE BANK-SIT	PPE 1/13/2018	802-0000-217.20-20	STATE TAX DEPOSIT	18,965.79
	PPE 1/27/2019	802-0000-217.20-20	STATE TAX DEPOSIT	20,808.91
				\$39,774.70
CARL WARREN & CO.	1865861	745-9031-413.33-70	3RD PARTY ADMIN SRVCS	1,125.00
	1865862	745-9031-413.33-70	3RD PARTY ADMIN SRVCS	375.00
	1865863	745-9031-413.33-70	3RD PARTY ADMIN SRVCS	375.00
				\$1,875.00
CARLOS HERNANDEZ	70105/70386	111-0000-228.20-00	P&R DEPOSIT REFUND	500.00
				\$500.00
CARRETERO, SEVERIANO PEREZ	16625-850	681-0000-228.70-00	WATER DEPOSIT REFUND	150.00
				\$150.00
CAVENAUGH & ASSOCIATES	3/4-3/8/19	111-7010-421.59-20	PD DUI SEMINARS	548.00
				\$548.00
CENTRAL BASIN MWD	HP-DEC18	681-8030-461.41-00	POTABLE WATER 12/2018	142,448.54
				\$142,448.54
CHARTER COMMUNICATIONS	0511379010319	111-7010-421.53-10	PD INTERNET 1/13-2/12/19	144.98
	0514415122018	111-7010-421.53-10	PD INTERNET 12/30-1/29/19	514.85
	0019175122218	111-9010-419.53-10	CITY HALL CABLE SRVC 1/2019	44.32
	0444795012219	111-9010-419.53-10	CITY HALL INTERNET 2/2-3/1/19	1,999.00
	0511353010919	111-9010-419.53-10	CITY HALL INTERNET 1/19-2/18/19	154.97
	0389644122118	121-7040-421.56-14	PD TV SERVICE 12/31-1/30/19	274.66
				\$3,132.78
CITY OF HUNTINGTON PARK	22099-5190	681-0000-228.70-00	WATER BALANCE REFUND	184.32
				\$184.32
CITY OF HUNTINGTON PARK FLEXIBLE	PPE 1/13/2018	802-0000-217.30-30	MEDICAL REIMBURSEMENT 125	615.01
	PPE 1/27/2019	802-0000-217.30-30	MEDICAL REIMBURSE 125	615.01
				\$1,230.02
CITY OF HUNTINGTON PARK GEA	PPE 1/13/2018	802-0000-217.60-10	GEA & PREPAID LEGAL	122.50
	PPE 1/27/2019	802-0000-217.60-10	GEA DUES & PREPAID LEGAL	122.50
				\$245.00
COLONIAL SUPPLEMENTAL INSURANCE	PPE 1/13/2018	802-0000-217.50-40	SUPPLEMENTAL INSURANCE	1,049.12
	PPE 1/27/2019	802-0000-217.50-40	SUPPLEMENTAL INSURANCE	1,049.12
				\$2,098.24
COUNTY OF L.A. DEPT OF PUBLIC WORKS	PW-18121002881	221-8014-429.56-41	TS MAINTENANCE 11/2018	1,149.40
				\$1,149.40

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
2-5-2019**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
COUNTY OF LOS ANGELES	IN0669238	681-8030-461.56-41	BACKFLOW PREVENTION	37.00
	IN0674349	681-8030-461.56-41	BACKFLOW PREVENTION	74.00
	IN0674350	681-8030-461.56-41	BACKFLOW PREVENTION	777.00
	IN0674351	681-8030-461.56-41	BACKFLOW PREVENTION	37.00
	IN0674352	681-8030-461.56-41	BACKFLOW PREVENTION	37.00
	IN0674353	681-8030-461.56-41	BACKFLOW PREVENTION	74.00
	IN0674354	681-8030-461.56-41	BACKFLOW PREVENTION	296.00
	IN0676482	681-8030-461.56-41	BACKFLOW PREVENTION	37.00
				\$1,369.00
CSMFO	2019MEMBERSHIP	111-3010-415.59-15	2019 CSMFO MUNI MEMBRSHIP	110.00
				\$110.00
CSULB FOUNDATION	2/13/2019	111-7010-421.59-20	PD ASSAULT INVESTIGATIONS	133.00
	3/5-3/7/2019	111-7010-421.59-20	PD MANAGER'S WORKSHOP	398.00
				\$531.00
D&S SECURITY INC	2932033	111-7010-421.56-41	PD SECURITY DOOR REPAIRS	549.15
				\$549.15
DATA TICKET INC.	97033	111-9010-415.56-15	CITATION PROCESS 12/2018	10,016.48
	97033	111-9010-419.53-10	CITATION PROCESS 12/2018	671.77
				\$10,688.25
DATAPROSE, INC.	DP1804194	681-3022-415.53-20	WATER BILLS 12/2018	892.98
	DP1804194	681-3022-415.56-41	WATER BILLS 12/2018	1,295.39
				\$2,188.37
DAVID VALDOVINOS	71012-71081	111-6060-466.33-20	CONTRACT INSTRUCTOR	44.80
	71033-71113	111-6060-466.33-20	CONTRACT INSTRUCTOR	44.80
				\$89.60
DAY WIRELESS SYSTEMS	233283-00	111-7010-421.56-41	PD RADIO CHARGERS PURCHSE	1,770.00
				\$1,770.00
DELTA DENTAL INSURANCE COMPANY	BE003187425	802-0000-217.50-20	DENTAL PREMIUM 1/2019	2,401.32
	BE003189734	802-0000-217.50-20	DENTAL PPO PREMIUM 1/2019	9,477.68
	BE003208515	802-0000-217.50-20	DENTAL PREMIUM 2/2019	2,479.20
	BE003210638	802-0000-217.50-20	DENTAL PPO PREMIUM 2/2019	8,297.93
				\$22,656.13
DEPARTMENT OF JUSTICE	347517	111-7030-421.56-41	PD FINGERPRINT APPS 12/18	145.00
				\$145.00
DEWEY PEST CONTROL	431520	111-8024-421.43-10	PD FUMIGATION 8/31/18	9,985.00
				\$9,985.00
DF POLYGRAPH	2018/11	111-7010-421.56-41	PD POLYGRAPH EXAMINATIONS	700.00
	2019/1	111-7010-421.56-41	PD POLYGRAPH EXAMINATIONS	175.00
				\$875.00
DFM ASSOCIATES	2019	111-1010-411.61-20	2019 ELECTION CODE BOOK	56.84
				\$56.84
DIGITAL INSTALLERS INC	43009	111-6065-451.57-46	SENIOR PROG SOUND SYSTEM	3,470.56
				\$3,470.56
DOOLEY ENTERPRISES, INC.	56086	225-7120-421.74-10	PD TRAINING AMMUNITION	4,742.08
				\$4,742.08

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
2-5-2019**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
ELSA COBAIN	12/13-12/14/18	111-7010-421.59-15	PER DIEM-PD TRAINING	106.50
				\$106.50
EMERGENCY RESPONSE CRIME SCENE	T2019-104	111-7030-421.56-41	HAZ-MAT CLEANING SERVICES	750.00
				\$750.00
ENOKI EVENTS LLC	4/30-5/3/19	111-6020-451.61-35	CULTURAL ARTS CONFERENCE	1,500.00
				\$1,500.00
ENTERPRISE FM TRUST	FBN3622630	111-7010-421.56-41	PD VEHICLE LEASE 1/2019	92.04
	FBN3622630	226-9010-419.74-20	PD VEHICLE LEASE 1/2019	1,868.25
				\$1,960.29
EVENTS BY NOONAN	3349	111-6020-451.56-41	P&R TREE LIGHTING SUPPLY	406.50
				\$406.50
EWING IRRIGATION PRODUCTS, INC.	6649179	535-8090-452.61-20	IRRIGATION SUPPLIES	890.81
				\$890.81
EXPERT ROOTER	096554	111-8020-431.43-10	PLUMBING SERVICES	380.00
	096553	111-8023-451.43-10	PLUMBING SERVICES	160.00
	096639	111-8023-451.43-10	PLUMBING SERVICES	90.00
	096586	111-8024-421.43-10	PLUMBING SERVICES	190.00
				\$820.00
EXPRESS TRANSPORTATION SERVICES LLC	HPE12312018	111-0000-362.20-15	HP EXPRESS VEHICLE LEASE 12/18	-500.00
	HPE12312018	219-0000-362.20-10	HP EXPRESS PROP LEASE 12/2018	-2,000.00
	HPE12312018	219-8085-431.56-43	HP EXPRESS 12/2018	24,859.73
	HPE12312018	220-0000-340.30-00	HP EXPRESS FARES 12/2018	-4,484.15
	HPE12312018	220-8085-431.56-43	HP EXPRESS 12/2018	26,585.74
	HPE12312018	222-8010-431.56-43	HP EXPRESS 12/2018	24,859.73
				\$69,321.05
F&A FEDERAL CREDIT UNION	PPE 1/13/2018	802-0000-217.60-40	EMPLOYEE CU DEDUCTION	11,285.50
	PPE 1/27/2019	802-0000-217.60-40	EMPLOYEE CU DEDUCTION	11,285.50
				\$22,571.00
FAIR HOUSING FOUNDATION	AUG2018	239-0272-463.57-87	HOUSING COUNSELING 8/2018	823.31
	JULY2018	239-0272-463.57-87	HOUSING COUNSELING 7/2018	866.57
	NOV2018	239-0272-463.57-87	HOUSING COUNSELING 11/2018	646.94
	OCT2018	239-0272-463.57-87	HOUSING COUNSELING 10/2018	712.71
	SEP2018	239-0272-463.57-87	HOUSING COUNSELING 9/2018	822.29
				\$3,871.82
FEDEX	6-414-92596	111-7010-421.61-20	PD SHIPPING CHARGES	7.12
	3-5095-8860	111-8020-431.61-20	PW SHIPPING CHARGES	37.36
				\$44.48
FETUAO JACKSON	HP050013833	111-0000-351.10-10	PARKING CITATION REFUND	60.00
				\$60.00
FIRST CHOICE SERVICES	629978	111-9010-419.61-20	CITY WIDE COFFEE SUPPLIES	210.16
				\$210.16
FROM LOT TO SPOT	201816	152-6010-451.73-10	COMMUNITY OUTREACH SRVCS	3,250.00
	201817	152-6010-451.73-10	COMMUNITY OUTREACH SRVCS	11,100.00
	201821	152-6010-451.73-10	COMMUNITY OUTREACH SRVCS	10,100.00
	201825	152-6010-451.73-10	COMMUNITY OUTREACH SRVCS	2,000.00
				\$26,450.00

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GARDA CL WEST, INC.	10453518	111-9010-419.33-10	ARMORED TRANSPORT 1/19	736.51
	20347511	111-9010-419.33-10	ARMORED TRANSPORT 12/18	191.38
				\$927.89
GATEWAY URGENT CARE CENTER	00141829-00	111-0230-413.56-41	MEDICAL SERVICES	250.00
				\$250.00
GEORGE MIDDLETON	01/15/2019	111-6030-451.33-90	REFEREE SERVICES	108.00
				\$108.00
GREATER HP CHAMBER OF COMMERCE	0992/0021979	681-0000-228.30-00	FIRE HYDRANT DEPOSIT REFUND	600.00
				\$600.00
HASA, INC.	625418	681-8030-461.41-00	HYPO SODIUM CHLORITE	140.73
	625419	681-8030-461.41-00	HYPO SODIUM CHLORITE	269.73
	625420	681-8030-461.41-00	HYPO SODIUM CHLORITE	115.60
	626084	681-8030-461.41-00	HYPO SODIUM CHLORITE	117.27
	626085	681-8030-461.41-00	HYPO SODIUM CHLORITE	168.68
	626086	681-8030-461.41-00	HYPO SODIUM CHLORITE	83.77
	626481	681-8030-461.41-00	HYPO SODIUM CHLORITE	134.03
	626482	681-8030-461.41-00	HYPO SODIUM CHLORITE	83.77
	626483	681-8030-461.41-00	HYPO SODIUM CHLORITE	286.76
	627195	681-8030-461.41-00	HYPO SODIUM CHLORITE	134.03
627196	681-8030-461.41-00	HYPO SODIUM CHLORITE	269.89	
				\$1,804.26
HAZEL BRICENO	1/17/2019	111-6030-451.33-90	REFEREE FEES	108.00
				\$108.00
HECTOR G. MORENO LOREDO	1/8-1/31/19	111-6060-466.33-20	CONTRACT INSTRUCTOR	345.60
				\$345.60
HERNANDEZ SIGNS, INC.	3108	111-8024-421.43-10	PD DOOR SIGN-DECAL	186.25
	3616	111-8024-421.43-10	PD DOOR SIGN	246.38
	3674	221-8012-429.61-20	SIGN FOR GROUNDBREAKING	301.13
				\$733.76
HUNTINGTON PARK POLICE MGMT ASSN.	PPE 1/13/2018	802-0000-217.60-10	POLICE MGMT ASSOC DUES	150.00
	PPE 1/27/2019	802-0000-217.60-10	POLICE MGMT ASSOC DUES	150.00
				\$300.00
HUNTINGTON PARK POLICE OFFICER ASSN	PPE 1/13/2018	802-0000-217.60-10	POLICE OFCR ASSOC DUES	6,585.07
	PPE 1/27/2019	802-0000-217.60-10	POLICE OFCR ASSOC DUES	6,848.09
				\$13,433.16
HUNTINGTON PARK RUBBER STAMP CO.	RGC015219	111-0110-411.61-20	NAME PLATE PURCHASE	14.77
				\$14.77
INDUSTRIAL PLUMBING SUPPLY, LLC	74926	111-8024-421.43-10	PD SHOWER HARDWARE	15.48
				\$15.48
INFRAMARK LLC	36582	681-0000-228.30-10	NEW FIRE SERVICES DEPOSIT	8,281.25
	36583	681-0000-228.30-10	NEW FIRE SERVICES DEPOSIT	13,194.00
	36582	681-8030-461.73-31	NEW FIRE SERVICES DEPOSIT	20,962.75
				\$42,438.00

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
INFRASTRUCTURE ENGINEERS	23697	111-8010-431.76-01	STREET IMPROVEMENT PROJECTS	43,533.60
	23756	111-8080-431.56-62	ENGINEERING SRVCS 12/2018	18,767.97
	23688	152-6010-451.73-10	HP GREENWAY PROJ 11/2018	20,228.00
	23728	152-6010-451.73-10	HP GREENWAY PROJ 12/2018	4,045.60
	23756	221-8010-431.56-41	ENGINEERING SRVCS 12/2018	11,640.47
	23729	222-8010-431.76-02	IPARK PROJ ENGINEER SRVCS	22,923.60
	23756	222-8080-431.56-41	ENGINEERING SRVCS 12/2018	4,174.37
	23756	334-4010-431.56-41	ENGINEERING SRVCS 12/2018	1,967.19
				\$127,280.80
INTOXIMETERS INC	617083	224-7115-421.61-20	ALCOHOL TEST INSTRUMENT	159.06
				\$159.06
J316 BUILDER	1	111-8020-431.56-41	JANITORIAL SRVCS 12/2018	871.13
	1	111-8022-419.56-41	JANITORIAL SRVCS 12/2018	4,874.68
	1	111-8023-451.56-41	JANITORIAL SRVCS 12/2018	11,472.56
	1	111-8024-421.56-41	JANITORIAL SRVCS 12/2018	3,700.84
				\$20,919.21
JATHSON WILLIAM RUIZ	01/08/2019	111-6030-451.33-90	REFEREE SERVICES	108.00
				\$108.00
JCL TRAFFIC	98420	221-8012-429.61-20	NO ALLEY PARKING SIGNS	1,063.03
				\$1,063.03
JDS TANK TESTING & REPAIR INC	12595	741-8060-431.43-20	TANK TESTING 12/2018	135.00
				\$135.00
JERRY'S AUTO BODY, INC.	31341	741-8060-431.43-20	VEHICLE REPAIRS UNIT 904	3,135.36
				\$3,135.36
JIMBO'S HARDWARE	208	111-8023-451.43-10	CONSTRUCTION MATERIALS	586.52
				\$586.52
JIMENEZ, OSWALDO C.	17697-24302	681-0000-228.70-00	WATER CREDIT REFUND	206.95
				\$206.95
JOE COVARRUBIAS	1/10-1/19/19	111-6030-451.33-90	REFEREE FEES	432.00
				\$432.00
JOEL GORDILLO	JAN2019	111-1010-411.56-41	VIDEOGRAPHER 1/2019	1,650.00
				\$1,650.00
JONES LUMBER COMPANY, INC	152832	111-8022-419.43-10	COURTHOUSE CEILING TILES	707.82
				\$707.82
JOSE M LOPEZ	16863	111-8020-431.43-10	DESK PURCHASE REIMBURSEMENT	403.70
				\$403.70
JOSEPH B CAIN	1/19/2019	111-6030-451.33-90	REFEREE SERVICES	108.00
				\$108.00
KARLA VANESSA GONZALES	HP030019624	111-0000-351.10-10	PARKING CITATION REFUND	51.00
				\$51.00
KEYSTONE UNIFORMS	700024281	111-7010-421.61-20	PD EMPLOYEE UNIFORM	548.91
				\$548.91
KONICA MINOLTA BUSINESS SOLUTIONS	256142076	111-7010-421.44-10	PD PATROL COPIER LEASE 12/2018	209.02
	256142078	111-7010-421.44-10	PD PATROL COPIER LEASE 12/2018	202.21

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
KONICA MINOLTA BUSINESS SOLUTIONS	256142248	111-7010-421.44-10	PD PATROL COPIER LEASE 12/2018	66.17
	256142427	111-7010-421.44-10	PD ADMIN COPIER LEASE 12/2018	209.02
	256142428	111-7010-421.44-10	PD ADMIN COPIER LEASE 12/2018	184.10
	256142719	111-7010-421.44-10	PD JAIL COPIER LEASE 12/2018	138.40
	256142725	111-7010-421.44-10	PD JAIL COPIER LEASE 12/2018	48.73
	256142706	111-7030-421.44-10	PD DETECTIVE COPIER LEASE 12/2018	296.88
	256142710	111-7030-421.44-10	PD DETECTIVE COPIER LEASE 12/2018	541.46
	256142341	111-7040-421.44-10	PD RECORDS COPIER LEASE 12/2018	296.88
	256142343	111-7040-421.44-10	PD RECORDS COPIER LEASE 12/2018	192.37
	256142793	111-7040-421.44-10	PD RECORDS COPIER LEASE 12/2018	377.06
	256142795	111-7040-421.44-10	PD RECORDS COPIER LEASE 12/2018	403.02
				\$3,165.32
KURT J. CAMP	HP00093	111-7030-421.56-41	FINGERPRINT PROCESS 12/18	335.00
				\$335.00
LA COUNTY BICYCLE COALITION	31024	111-0240-466.61-20	BIKE LIGHT DISTRIBUTION	1,000.00
				\$1,000.00
LA COUNTY SHERIFF'S DEPT	192169BL	111-7022-421.56-41	PD INMATE MEAL SRVC 12/18	874.25
				\$874.25
LAN WAN ENTERPRISE, INC	62629	111-8020-431.61-20	PW COMPUTER SOFTWARE	421.67
	62702	111-9010-419.43-15	IT SERVICES 1/2019	23,500.00
				\$23,921.67
LB JOHNSON HARDWARE CO #1	701273	111-8010-431.61-21	STREET SHOVEL PAINT	29.53
	700974	111-8022-419.43-10	GOVT BUILDINGS LEAK SUPPLY	133.05
	701444	111-8022-419.43-10	CITY HALL PICTURE HANGERS	27.27
	701288	111-8023-451.43-10	P&R ELECTRICAL COVERS	42.86
	701370	111-8023-451.43-10	P&R ELECTRICAL BREAKER	32.83
	700972	111-8024-421.43-10	PD DISPATCH SUPPLIES	31.22
	701044	535-8016-431.61-45	STREET LIGHTING SUPPLIES	29.53
	701033	535-8090-452.61-20	PW IRRIGATION SUPPLIES	69.96
	701036	535-8090-452.61-20	PW IRRIGATION SUPPLIES	8.63
				\$404.88
LEGAL SHIELD	12/2018	802-0000-217.60-50	ID PROTECTION PLAN 12/18	80.70
	JAN2019	802-0000-217.60-50	ID THEFT PREMIUM 1/2019	80.70
				\$161.40
LENTZ LOCKSMITH SERVICE	11975	111-8020-431.43-10	LOCKSMITH-KEY COPIES	596.22
				\$596.22
LEONARD GARCIA	073521	111-6020-451.61-35	FIELD TRIP PARKING	25.00
	167	111-6020-451.61-35	HOLIDAY BANNER PURCHASE	123.90
	1913851	111-6020-451.61-35	GROUNDBREAKING EVENT SUPPL	21.80
	21303429	111-6020-451.61-35	TREE LIGHTING EVENT SUPPL	19.85
	602667	111-6020-451.61-35	TINY TOT EVENT SUPPLIES	142.08
	8167	111-6020-451.61-35	TINY TOT EVENT SUPPLIES	17.96
				\$350.59
LGP EQUIPMENT RENTALS INC	107822	221-8010-431.61-21	SIDEWALK REPAIR CONCRETE	411.99
				\$411.99

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
MANAGED HEALTH NETWORK	PRM-031451	802-0000-217.50-60	HEALTH PREMIUM 12/2018	1,313.76
	PRM-032679	802-0000-217.50-60	HEALTH PREMIUM 1/2019	1,313.76
	PRM-033870	802-0000-217.50-60	HEALTH PREMIUM 2/2019	1,447.04
				\$4,074.56
MANUEL CASTILLO	HP070003439	111-0000-351.10-10	PARKING CITATION REFUND	141.00
				\$141.00
MANUEL PRIETO	71004	111-6060-466.33-20	CONTRACT INSTRUCTOR	456.00
				\$456.00
MARCELA CUEVAS	69591/71019	111-0000-228.20-00	P&R DEPOSIT REFUND	55.00
				\$55.00
MARIO MARISCAL	22099-5190	681-0000-228.70-00	WATER BALANCE REFUND	115.68
				\$115.68
MARX BROS FIRE EXTINGUISHER CO INC.	E30589	111-8022-419.56-41	FIRE EXTINGUISHER SERVICE	273.75
				\$273.75
MAYWOOD MUTUAL WATER COMPANY, NO. 1	10/23-12/18/18	681-8030-461.62-20	WATER PURCHASE	670.40
	10/23-12/18/18	681-8030-461.62-20	WATER PURCHASE	145.60
	10/23-12/18/18	681-8030-461.62-20	WATER PURCHASE	136.00
				\$952.00
MERRIMAC ENERGY GROUP	2184270	741-8060-431.62-30	FUEL PURCHASE TAX	196.80
	2190089	741-8060-431.62-30	FUEL PURCHASE	22,078.88
				\$22,275.68
MICHAEL NEW	1/8/2019	111-6030-451.33-90	REFEREE SERVICES	108.00
				\$108.00
MIRACLE PLAYGROUND SALES	807677	111-6010-451.43-25	P&R SLIDE PURCHASE	1,981.27
				\$1,981.27
MOTOROLA INC	16031830	229-7010-421.74-10	PD MOTORCYCLE RADIO EQUIP	9,344.47
				\$9,344.47
NAPA PARTS WHOLESALE	4832-297440	741-8060-431.43-20	BRAKE FLUID-SHOP SUPPLY	127.46
				\$127.46
NATION WIDE RETIREMENT SOLUTIONS	PPE 1/13/2018	802-0000-217.40-10	DEFERRED COMP DEDUCTION	14,290.83
	PPE 1/27/2019	802-0000-217.40-10	EMPLOYEE DEFERRED COMP	14,365.83
				\$28,656.66
NATIONWIDE ENVIRONMENTAL SERVICES	29676	111-8020-431.56-41	BUS STOP CLEANING 11/2018	16,709.13
	29745	111-8020-431.56-41	BUS STOP CLEANING 12/2018	16,709.13
	29780	111-8030-461.56-42	CATCH BASIN CLEAN 11/2018	15,743.52
	29744	221-8010-431.56-41	SWEEPING SRVCS 12/2018	5,331.18
	29744	222-8010-431.56-41	SWEEPING SRVCS 12/2018	33,744.63
	29744	231-8010-415.56-41	SWEEPING SRVCS 12/2018	7,736.92
				\$95,974.51
NCM AUTOMOTIVE SOLUTIONS LLC	DEC2018	741-8060-431.43-20	PD VEHICLE CAR WASH	284.00
	NOV2018	741-8060-431.43-20	PD VEHICLE CAR WASH	441.00
	OCT2018	741-8060-431.43-20	PD VEHICLE CAR WASH	581.50
				\$1,306.50

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NEW CHEF FASHION INC.	944966	122-7010-421.74-10	PD EMPLOYEE UNIFORMS	110.23
	944967	122-7010-421.74-10	PD EMPLOYEE UNIFORMS	110.23
				\$220.46
NICHOLS CONSULTING ENGINEERS, CHTD	966013004A	221-8080-431.73-10	PROF SRVC-PAVMENT MGMT PROG	5,500.00
				\$5,500.00
NOBEL SYSTEMS, INC	14490	681-8030-461.53-10	GEOVIEWER SUBSCRIPTION	30,000.00
				\$30,000.00
O'REILLY AUTO PARTS	2959-457307	741-8060-431.43-20	AUTO SMOG MONITOR TOOL	126.63
	2959-457332	741-8060-431.43-20	AUTO FUSE PURCHASE	59.37
	2959-457562	741-8060-431.43-20	AUTO ENGINE OIL	185.15
	2959-457571	741-8060-431.43-20	AUTO AIR & CABIN FILTERS	55.48
	2959-457603	741-8060-431.43-20	AUTO STARTER	169.33
	2959-457781	741-8060-431.43-20	SHOP SUPPLY GLOVES	127.80
	2959-457984	741-8060-431.43-20	AUTO ELECTRICAL UNITS	85.72
	2959-459877	741-8060-431.43-20	AUTO REPLACEMENT LAMP	11.73
	2959-460594	741-8060-431.43-20	AUTO JUMP STARTER	93.70
	2959-460602	741-8060-431.43-20	AUTO BRAKES UNIT 986	496.17
	2959-460764	741-8060-431.43-20	AUTO TAIL LIGHT	93.28
	2959-460819	741-8060-431.43-20	AUTO BRAKE PADS	156.22
	2959-460903	741-8060-431.43-20	AUTO TIRE SENSOR TOOL	61.35
	2959-464207	741-8060-431.43-20	AUTO ELECTRICAL SWITCH	8.99
	2959-464356	741-8060-431.43-20	OIL FILTERS-SHOP SUPPLY	267.25
	2959-464358	741-8060-431.43-20	AUTO ENGINE OIL ADDITIVE	28.08
	2959-464495	741-8060-431.43-20	AUTO AIR FILTER	19.99
2959-464889	741-8060-431.43-20	AUTO FUSE PURCHASE	69.04	
				\$2,115.28
OK PRINTING DESIGN & DIGITAL PRINT	1155	111-5010-419.61-20	COM DEV BUSINESS CARDS	93.80
	1136	111-6020-451.61-35	YOUTH COMMISION SUPPLIES	46.90
				\$140.70
OLMEDO, JOSE	10865-5844	681-0000-228.70-00	WATER CREDIT REFUND	113.43
				\$113.43
ORANGE COUNTY SHERIFF'S DEPT	3/6-3/8/2019	111-7010-421.59-15	PD BICYCLE PATROL TRAININ	55.00
				\$55.00
PARAMOUNT ICELAND INC.	71106/71106	111-6060-466.33-20	CONTRACT INSTRUCTOR	42.40
				\$42.40
PARS	41998	111-9010-419.56-41	PARS ARS FEES 11/2018	393.10
	41893	216-3010-415.56-41	PARS REP FEES 11/2018	2,318.54
				\$2,711.64
PRO FORCE LAW ENFORCEMENT	364007	225-7120-421.74-10	PD AIMPOINT REPLACEMENT	1,935.87
				\$1,935.87
PRUDENTIAL OVERALL SUPPLY	52198807	111-6010-452.43-20	P&R MAT CLEANING 12/11/18	135.53
	52203338	111-6010-452.43-20	P&R MAT CLEANING 12/24/18	135.53
	52209324	111-7010-421.56-41	PD MAT CLEANING SRVC 1/10/19	21.28
	52199716	111-8022-419.43-10	CITY HALL MAT SRVCS 12/13/18	32.41
	52204251	111-8022-419.43-10	CITY HALL MAT SRVCS 12/17/18	32.41
	52209325	111-8022-419.43-10	CITY HALL MAT SRVCS 1/10/19	32.41
				\$389.57

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PURCHASE POWER	1/14/2019	111-9010-419.53-20	CITY WIDE POSTAGE 12/2018	1,100.11
				\$1,100.11
R.H.F. INC.	73613	111-7022-421.56-41	PD SPEED DEVICES SERVICE	85.00
	73614	111-7022-421.56-41	PD SPEED DEVICES SERVICE	85.00
	73615	111-7022-421.56-41	PD SPEED DEVICES SERVICE	85.00
	73616	111-7022-421.56-41	PD SPEED DEVICES SERVICE	85.00
				\$340.00
READYREFRESH	09A0034574871	111-7010-421.61-20	PD WATER 12/13/18-1/12/19	287.29
				\$287.29
REUBEN PACHECO	1/10/2019	111-6030-451.33-90	REFEREE SERVICES	108.00
				\$108.00
RICARDO REYES	10034	111-0210-413.59-15	MEAL REIMBURSEMENT	32.37
	17W756422069197	111-0210-413.59-15	TRANSPORTATION EXPENSE	18.60
	266612-6155	111-0210-413.59-15	AIRPORT PARKING EXPENSE	80.00
	8N625601XV39970	111-0210-413.59-15	TRANSPORTATION EXPENSE	31.43
				\$162.40
RICOH AMERICAS CORP	62165882	111-6010-451.56-41	P&R COPIER LEASE 2/2019	236.51
				\$236.51
RIGHT OF WAY INC	34045	221-8012-429.61-20	TRAFFIC CONTROL DRAWING	2,960.20
				\$2,960.20
RIO HONDO COLLEGE	S19-31-ZHPK	111-7010-421.59-15	PD DISPATCH COURSE	704.00
				\$704.00
ROYAL ROOF CO	19-6550-ETR	111-8022-419.43-10	CITY HALL ROOF SERVICES	1,995.00
				\$1,995.00
S BROWNE SUPPLY, LLC	02425	111-7010-421.61-20	PD DUTY HOLSTERS	930.48
				\$930.48
SAN BERNARDINO COUNTY SHERIFF DEPT	2/25-2/28/19	111-7010-421.59-15	PD TRAFFIC COLLISION CLAS	206.00
				\$206.00
SC FUELS	3788547	741-8060-431.62-30	FUEL PURCHASE	20,508.46
				\$20,508.46
SHELL FLEET PLUS	79043758901	741-8060-431.62-30	PD FUEL PURCHASE 12/17-12/21/18	280.91
				\$280.91
SMART & FINAL	030638	111-6010-451.61-20	P&R AFTER SCHOOL SUPPLIES	91.60
	044803	111-6020-451.61-35	P&R EVENT SUPPLIES	2.24
	057111	111-6020-451.61-35	P&R EVENT SUPPLIES	96.35
	061492	111-6020-451.61-35	P&R EVENT SUPPLIES	54.85
	068190	111-6020-451.61-35	P&R CLEANING SUPPLIES	39.65
	044021	111-6040-451.61-35	P&R ADULT SPORTS SUPPLIES	28.12
	044803	111-6040-451.61-35	P&R ADULT SPORTS SUPPLIES	3.26
	031851	111-7010-421.61-20	PD EVENT/MEETING SUPPLIES	58.16
	032939	111-7010-421.61-20	PD EVENT/MEETING SUPPLIES	56.71
	040377	111-7010-421.61-20	PD EVENT/MEETING SUPPLIES	59.71
	062687	111-7010-421.61-20	PD EVENT/MEETING SUPPLIES	28.54
	064912	111-7010-421.61-20	PD EVENT/MEETING SUPPLIES	7.99

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
SO CAL TRIUMPH. INC	11802423	741-8060-431.43-20	PD MOTORCYCLE REPAIRS	440.74
				\$440.74
SOUTHERN CALIFORNIA EDISON	12/17-1/16/19	111-8020-431.62-10	PW BUILDINGS ELECTRICAL	1,228.05
	10/26-12/07/18	111-8022-419.62-10	VARIOUS SERVICE LOCATIONS	1,232.65
	11/30-1/5/2019	111-8022-419.62-10	VARIOUS SERVICE LOCATIONS	1,198.39
	10/26-12/07/18	111-8023-451.62-10	VARIOUS SERVICE LOCATIONS	5,006.41
	11/30-1/5/2019	111-8023-451.62-10	VARIOUS SERVICE LOCATIONS	4,363.44
	12/05-1/05/19	111-8024-421.62-10	PD FACILITIES ELECTRICAL	4,661.89
	11/02-12/05/18	221-8014-429.62-10	VARIOUS SERVICE LOCATIONS	3,343.79
	12/5-1/5/19	221-8014-429.62-10	TRAFFIC SIGNAL ELECTRICAL	47.17
	12/4-1/4/2019	231-8010-415.62-10	VARIOUS PARKING LOTS	617.53
	11/26-1/17/19	535-8016-431.62-10	VARIOUS SERVICE LOCATIONS	15,139.71
	10/26-12/07/18	681-8030-461.62-20	VARIOUS SERVICE LOCATIONS	15,226.10
	11/26-1/17/19	681-8030-461.62-20	VARIOUS SERVICE LOCATIONS	7,446.26
	11/30-1/5/2019	681-8030-461.62-20	VARIOUS SERVICE LOCATIONS	10,073.60
ST FRANCIS, LLC.	1661048	221-8014-429.56-41	TS MAINTENANCE 8/2018	4,608.00
	1661049	221-8014-429.56-41	TS MAINTENANCE 8/2018	648.93
	1661052	221-8014-429.56-41	TS MAINTENANCE 11/2018	4,608.00
	1661053	221-8014-429.56-41	TS MAINTENANCE 12/2018	4,608.00
	1661054	221-8014-429.56-41	TS MAINTENANCE 12/2018	1,595.00
				\$16,067.93
STANDARD INSURANCE COMPANY	FEB2019	802-0000-217.50-70	LIFE INSURANCE 2/2019	1,635.33
	FEB2019	802-0000-217.50-70	LIFE INSURNC & AD&D 2/2019	6,227.93
	JAN2019	802-0000-217.50-70	INSURANCE PREMIUM 1/2019	6,186.38
				\$14,049.64
STAPLES ADVANTAGE	8052782973	111-0110-411.53-10	COUNCIL SUPPLIES 12/2018	46.29
	8052782973	111-0210-413.61-20	CM ADMIN SUPPLIES	323.25
	8052782973	111-1010-411.61-20	CITY CLERK SUPPLIES	100.92
	8052782973	111-3010-415.61-20	FINANCE SUPPLIES	182.65
	8052782973	111-5010-419.61-20	COMM DEV SUPPLIES	107.01
	8052782973	111-6010-451.61-20	P&R ADMIN SUPPLIES	754.34
	8052782973	111-6020-451.61-35	P&R RECREATION SUPPLIES	795.48
	8052782973	111-6040-451.61-35	P&R ADULT SPORTS SUPPLIES	46.80
	8052782973	111-6065-466.61-20	P&R SENIOR PROGRAM SUPPLIES	71.14
	8052782973	111-7010-421.61-20	PD ADMIN SUPPLIES	331.30
	8052782973	111-7030-421.61-20	PD INVESTIGATION SUPPLIES	352.42
	8052782973	111-7040-421.61-32	PD COMM CNTR SUPPLIES	427.66
	8052782973	111-7040-421.61-33	PD EVIDENCE SUPPLIES	178.11
	8052782973	111-8020-431.61-20	PW STREET OPERATIONS SUPPLIES	42.29
	8052782973	239-5055-419.61-20	CODE ENFORCEMENT SUPPLIES	224.41
	8052782973	285-8050-432.61-20	PW WASTE MGMT SUPPLIES	177.52
	8052782973	681-8030-461.61-20	PW WATER OPERATION SUPPLIES	34.94

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
STAR2STAR COMMUNICATIONS LLC	SUBC0001844	111-9010-419.53-10	VOIP SERVICES 1/3-2/2/19	10,990.85
				\$10,990.85
STATE WATER RESOURCES CONTROL	LW-1019908	681-8030-461.42-05	WATER SYSTEM FEES	11,150.00
				\$11,150.00
STATE WIDE TRAFFIC SAFETY & SIGNS	2005729	111-8010-431.76-01	STREET FLASHING TRAFFIC SIGNS	39,314.51
				\$39,314.51
SUN & STAR	2018-12-28	111-6010-452.43-20	P&R FITNESS MAT INSTALL	1,150.00
				\$1,150.00
SUPERION, LLC	218343	111-9010-419.43-15	FINANCIAL SYSTEMS 12/2018	11,298.22
	224346	111-9010-419.43-15	FINANCIAL SYSTEMS 2/2019	11,298.22
				\$22,596.44
T2 SYSTEMS CANADA INC.	IRIS0000049799	231-8010-415.56-41	IRIS PAY STATION SOFTWARE 1/19	2,250.00
				\$2,250.00
THE GAS COMPANY	12/10-1/10/19	111-8020-431.62-10	GOVT BUILDINGS	622.41
	12/10-1/10/19	111-8022-419.62-10	GOVT BUILDINGS	651.17
	12/10-1/10/19	111-8023-451.62-10	GOVT BUILDINGS	554.75
	12/10-1/10/19	111-8024-421.62-10	GOVT BUILDINGS	1,009.69
	12/6-1/08/19	111-8024-421.62-10	PD ANNEX BUILDING	441.68
				\$3,279.70
TKH DESIGN INC	46387	111-6040-451.61-35	P&R CLEANING SUPPLIES	204.20
				\$204.20
TOTAL CLEAN	M05305	111-8020-431.74-10	PRESSURE WASHER PURCHASE	4,217.00
	M05305	535-8090-452.74-10	PRESSURE WASHER PURCHASE	7,271.72
	W53643	741-8060-431.43-20	PRESSURE WASHER REPAIR	411.54
				\$11,900.26
TOYETTA LYNN BEUKES	12-27-18	111-7030-421.56-16	SART EXAM SERVICES	1,470.00
				\$1,470.00
TRIANGLE SPORTS	37644	111-6030-451.61-35	YOUTH BASKETBALL TROPHIES	1,311.26
	37721	111-6040-451.61-35	P&R ADULT SPORTS HOODIES	238.71
	37722	111-6040-451.61-35	P&R ADULT SPORTS HOODIES	236.52
	37723	111-6040-451.61-35	P&R ADULT SPORTS HOODIES	137.97
				\$1,924.46
TYCO FIRE & SECURITY US MANAGEMENT	31737843	111-7010-421.56-41	PD SECURITY SERVICES 1/2019	42.64
	31863458	111-7010-421.56-41	PD SECURITY SERVICES 2/1-4/30/19	4,107.80
				\$4,150.44
U.S. BANK	PPE 1/13/2018	802-0000-217.30-20	PARS DEDUCTION	1,719.37
	PPE 1/13/2018	802-0000-217.30-20	PT EMPLOYEE PARS DEDUCT	1,760.73
	PPE 1/27/2019	802-0000-217.30-20	EMPLOYEE PARS DEDUCT	1,743.07
	PPE 1/27/2019	802-0000-217.30-20	PT EMPLOYEE PARS DEDUCT	2,126.99
	PPE 1/13/2018	802-0000-218.10-05	EMPLOYEE PARS DEDUCT	3,275.00
	PPE 1/13/2018	802-0000-218.10-05	EMPLOYER CONTRIBUTION	11,030.06
	PPE 1/27/2019	802-0000-218.10-05	EMPLOYER DEDUCTION	14,502.27
				\$36,157.49

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
U.S. HEALTH WORKS	3446714-CA	111-2030-413.56-41	MEDICAL SERVICES	1,205.00
	3455084-CA	111-2030-413.56-41	MEDICAL SERVICES	323.00
				\$1,528.00
ULINE	104333350	111-7040-421.61-33	PD EVIDENCE SUPPLIES	461.29
	104219326	111-8020-431.43-10	PW OUTDOOR DROP BOX	84.47
	104611675	111-8020-431.43-10	PW FACILITY UTILITY CART	156.75
				\$702.51
UNDERGROUND SERVICE ALERT OF SO CAL	1220180126	221-8014-429.56-41	UNDERGROUND SRVC ALERTS 12/2018	277.30
				\$277.30
UPS	F911X6029	111-7010-421.61-20	PD SHIPPING 12/28/2018	35.98
	F911X6518	111-7010-421.61-20	PD SHIPPING 12/10/2018	28.66
				\$64.64
VALLEY ALARM	851893	111-8020-431.56-41	ALARM SRVCS 12/2018	665.34
	856671	111-8020-431.56-41	ALARM SRVCS 1/2019	665.34
	851893	111-8022-419.56-41	ALARM SRVCS 12/2018	665.33
	856671	111-8022-419.56-41	ALARM SRVCS 1/2019	665.33
	851893	111-8023-451.56-41	ALARM SRVCS 12/2018	665.33
	856671	111-8023-451.56-41	ALARM SRVCS 1/2019	665.33
				\$3,992.00
VERIZON WIRELESS	9820453547	111-0110-411.53-10	COUNCIL MOBILE 11/17-12/16/18	340.92
	9822391573	111-0110-411.53-10	COUNCIL MOBILE 12/17-1/16/19	309.15
	9820453547	111-0210-413.53-10	CM MOBILE 11/17-12/16/18	163.53
	9822391573	111-0210-413.53-10	CM MOBILE 12/17-1/16/19	163.67
	9820453547	111-3010-415.53-10	FINANCE MOBILE 11/17-12/16/18	67.76
	9822391573	111-3010-415.53-10	FINANCE MOBILE 12/17-1/16/19	67.83
	9820453547	111-6010-419.53-10	P&R MOBILE 11/17-12/16/18	104.29
	9821371000	111-6010-419.53-10	P&R SPLASH FLEX 12/2-1/1/19	38.01
	9822391573	111-6010-419.53-10	P&R MOBILE 12/17-1/16/19	107.91
	9821371000	111-8010-431.43-05	PW STREET OPS MOBILE 12/2-1/1/19	800.00
	9821371000	111-8010-431.53-10	PW MOBILE 12/2-1/1/19	1,138.23
	9821371000	111-8020-431.43-05	PW HWY MOBILE 12/2-1/1/19	1,000.00
	9821371000	681-8030-461.53-10	PW WATER 12/2-1/1/19	114.03
VISION SERVICE PLAN-CA	FEB2019	802-0000-217.50-30	VISION PREMIUM 2/2019	3,904.24
	JAN2019	802-0000-217.50-30	VISION PREMIUM 1/2019	4,268.06
				\$8,172.30
VORTEX INDUSTRIES	03-1299320	111-8022-419.43-10	CITY HALL DOOR SERVICE	429.00
				\$429.00
WALNUT PARK MUTUAL WATER CO.	2018	283-8040-432.56-41	ANNUAL SERVICE FEE	60.00
				\$60.00
WALTERS WHOLESALE ELECTRIC COMPANY	S112197162.001	111-8023-451.43-10	P&R ELECTRICAL SUPPLIES	947.01
	S112197162.002	111-8023-451.43-10	P&R ELECTRICAL SUPPLIES	83.68
	S111954098.001	535-8016-431.61-45	STREET LIGHTING SUPPLIES	54.12
	S111954098.002	535-8016-431.61-45	STREET LIGHTING SUPPLIES	365.32
	S112012472.001	535-8016-431.61-45	STREET LIGHTING SUPPLIES	138.42
	S111888570.004	681-8030-461.43-30	WELL SHIELD & PLATE	2.87
	S111888570.005	681-8030-461.43-30	WELL CIRCUIT BREAKER	106.17
				\$1,697.59

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
WATER REPLENISHMENT DISTRICT OF	11/2018	681-8030-461.41-00	WATER ASSESSMNT 11/2018	71,481.54
				\$71,481.54
WEST GOVERNMENT SERVICES	839555282	111-7030-421.56-41	INFO RETRIEVAL SERVICES	648.96
	839647775	111-7030-421.56-41	INFO RETRIEVAL SERVICES	58.43
				\$707.39
XEROX CORPORATION	095635134	111-8020-431.43-05	PW COPIER LEASE 11/21-12/21/18	92.92
	095635134	285-8050-432.43-05	PW COPIER LEASE 11/21-12/21/18	92.91
	095635134	681-8030-461.43-05	PW COPIER LEASE 11/21-12/21/18	92.91
				\$278.74
				\$1,378,566.07

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

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

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

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

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

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

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

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

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

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

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

4 **4-11.02 General Prohibitions.**

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

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

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

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

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

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

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

18 or

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

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

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

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

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

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

10 (i) No person shall engage in the act of sidewalk vending within the immediate
11 vicinity (i.e., 1000 feet) of an area designated for a special event permit pursuant to Chapter
12 13, Title 5 of this Code provided that any notice, business interruption mitigation, or other
13 rights provided to affected business or property owner are also provided to sidewalk vendors
14 specifically permitted to operate in the area, if applicable.

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

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

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

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

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

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

27 **4-11.04 Business License and Sidewalk Vendor Permit Requirements.**

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

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

4 **4-11.05 Penalty.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20
21 **3-1.1802 Permits: Required.**

22 It shall be unlawful for any person to engage in the business of a peddler and/or
23 sidewalk vendor within the City without first applying for and obtaining a permit from the
24 ~~Police Chief~~ Director of Finance and, in addition, paying the required license tax to the
25 Director of Finance. The procurement of such permit in the manner provided in this article
26 shall be a condition precedent to the issuance of a license by the Director of Finance.
27 Sidewalk vendors shall obtain permits from the Director of Finance upon completion of an
28

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

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

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

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

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

11 (c) The exact nature of the proposed business;

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

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

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

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

22 (h) In the event the proposed activity involves the sale of any food products or
23 substances for human consumption which can be contaminated by handling, a statement by
24 a reputable physician in the County, dated not more than ten (10) days prior to the
25 submission of the application, certifying the applicant to be free of contagious infections and
26 communicable diseases;
27
28

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

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

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

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

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

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

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

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

5 **3-1.1805 Permits: Applications: Investigation.**

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

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

22 (b) The license history of the applicant and whether such person, in previously
23 operating in the County or another county in the State under a license, has had such license
24 revoked or suspended, the reasons therefor, and the demeanor of the applicant subsequent
25 thereto;

26 (c) Whether the applicant has made a full disclosure of all the matters required to be
27 set forth in the application;
28

1 (d) Whether the applicant has been in default in the payment of license taxes or any
2 governmental agency;

3 (e) Such other facts relevant to the general personal history of the applicant as the
4 Police Chief shall find necessary to a fair determination of the eligibility of the applicant; and

5 (f) Whether the granting of the permit will or will not be detrimental to the safety, public
6 morals, or general welfare of the City.

7 The Director of Community Development shall cause the inspection of pushcarts, stands,
8 displays, pedal-driven carts, wagons, showcases, racks or other nonmotorized conveyances
9 operated by sidewalk vendors. The Director of Community Development shall make a
10 determination in compliance with Chapter 11 of Title 4 of this Code.

11 **3-1.1806 Permits: Applications: Granting or denial.**

12 The findings of the Police Chief and Director of Community Development, after such
13 investigation, shall be endorsed on ~~each of the applications~~ and indicated by the words
14 “granted” or “denied”; ~~and one of the applications shall be filed with~~. Said endorsed
15 application shall be provided to the Director of Finance or his or her designee for review and
16 final determination. If the application is denied, ~~he or she~~ the Director of Finance shall give
17 notice of such action to the applicant and the reasons for the denial.
18

19 The granting of a permit to a peddler who uses a device, object, or animal, such as a
20 pony used in posing children for photographs, in connection with door-to-door solicitations
21 may be conditioned upon the requirement by the ~~Police Chief~~ Director of Finance that such
22 peddler furnish to the City a certificate showing comprehensive liability insurance in effect
23 for such sales activities in an amount not less than Five Thousand and no/100ths
24 (\$5,000.00) Dollars, issued by a company and in a form approved by the City Attorney, with
25 the City and its officers and employees named as additional insured.

26 **3-1.1807 Permits: Identification cards: Issuance.**

27 If the application is granted and filed with the Director of Finance and the license tax
28 paid, the Director of Finance shall issue to the applicant a permit or identification card which

1 shall contain the name, address, photograph, and description of the applicant, the kind of
2 business licensed, the date of issuance and terms of such license, and other pertinent
3 identifying description. If the application is granted, the Director of Finance will issue
4 applicable sidewalk vendors a decal to affix to City approved pushcarts, stands, displays,
5 pedal-driven carts, wagons, show cases, racks or other nonmotorized conveyances.

6 **3-1.1808 Permits: Identification cards: Term.**

7 Such ~~p~~Permit or identification cards issued to Peddlers shall be issued for a period of
8 one year or the remaining effective period of the license held or to be held by such person or
9 his or her employer or principal, whichever is the shorter period.

10 Permit, identification cards and/or decals shall be issued to Sidewalk Vendors for a
11 period of one (1) year.

12 **3-1.1809 Permits: Identification cards: Display.**

13 Such permit or identification card shall be worn constantly by the permittee on the
14 front of his or her coat or hat in such a way as to be conspicuous during the time the
15 permittee is engaged in the actual activity of vending as a sidewalk vendor, peddling or
16 soliciting. Sidewalk Vendors shall also affix a City issued decal to City approved pushcarts,
17 stands, displays, pedal-driven carts, wagons, showcases, racks or other nonmotorized
18 conveyances.

19 **3-1.1810 Permits: Licenses: Revocation.**

20 Every permit or license issued pursuant to the provisions of this article shall be
21 subject to the right, which is hereby expressly reserved and consented to by the applicant,
22 to revoke such permit or license for any of the causes set forth in this section. Any such
23 permit or license may be summarily revoked by the ~~Police Chief or the Council,~~ sidewalk
24 ~~vendor permits may also be revoked by the~~ Director of Finance, for any of the following
25 causes:
26

- 27 (a) Any fraud, misrepresentation, or false statement contained in the application;
28

1 (b) Any violation of the provisions of this article or any laws of the City or any other laws
2 relating to the permitted business;

3 (c) The conviction of the permittee or licensee of any felony or of a misdemeanor
4 involving moral turpitude;

5 (d) The refusal or failure to make available to the Police Chief or Director of Finance,
6 upon demand, any records relating to the licensed or permitted business, which records are
7 deemed necessary for the enforcement of this article;

8 (e) The conducting of the permitted or licensed business in an unlawful manner or in
9 such manner as is inimical to the health, safety, or general welfare of the public;

10 (f) Upon ascertaining that the applicant is not an individual of good moral character;
11 and

12 (g) Any other good and sufficient reason for such revocation.

13 Sidewalk vendor permittees are exempted from Section 3-1.1810 herein. Revocation of a
14 sidewalk vendor permit shall be in accordance with Section 4-11.05 of Chapter 11, Title 4 of
15 this Code.

16
17 **3-1.1812 Appeals: Reviews: Hearings.**

18 (a) Appeals: Filing Fees. Any applicant aggrieved by the action of the ~~Police Chief~~
19 Director of Finance in refusing to issue any permit or in summarily revoking any permit or
20 license already issued shall have the right of appeal to the ~~Council~~ Appeal Board as defined
21 in Section 3-1.134 (Appeal Board) of Article 1 (General Provisions) of this Chapter. Such
22 appeal shall be taken by filing with the City Clerk, within ten (10) days after the notice of
23 such action, a verified written statement in triplicate, setting forth fully the grounds of appeal.
24 ~~Such statement shall be accompanied by a filing fee in the amount of Five and no/100ths~~
25 ~~(\$5.00) Dollars, payable to the City.~~ The appeal filing fee shall be established by resolution
26 of the Council. If no such appeal is filed, the action of the ~~Police Chief~~ Director of Finance
27 shall be final.

1 ~~(b) Reviews: Filing fees. Any applicant or licensee aggrieved by the action of the~~
2 ~~Council in summarily revoking any permit or license already issued shall have the right to~~
3 ~~request a review and consideration of such action upon filing with the City Clerk, within ten~~
4 ~~(10) days after the notice of such action, a verified written statement in triplicate, setting forth~~
5 ~~fully the reasons why the decision of the Council should be reconsidered and reversed.~~
6 ~~Such statement shall be accompanied by a filing fee in the amount of Five and no/100ths~~
7 ~~(\$5.00) Dollars, payable to the City. If no such request for a review is filed, the action of the~~
8 ~~Council shall be final.~~

9 ~~(c) (b) Hearings. Notices. The Council~~ Appeal Board shall set a time and place for
10 the hearing, and a notice of such hearing on an appeal or review shall be given at least five
11 (5) days prior to the date of the hearing. The applicant or licensee and his or her attorney
12 may present and submit evidence at such hearing. The decision and order of the ~~Council~~
13 Appeal Board at or after such hearing shall be final and conclusive.

14
15 **3-1.1816 Application of provisions: Exemptions.**

16 The provisions of this article shall not apply to the following person and activities:

17 (a) Any person distributing milk, food products, or other commodities from house to
18 house where a license has been issued for an established route;

19 (b) The delivery of goods, wares, merchandise, products, provisions, or anything of
20 value, the rendering of services, or the taking of orders of the solicitation therefor by a
21 person engaged in such business at a fixed place of business in the City; provided,
22 however, this exemption shall not relieve any person from complying with the provisions of
23 this article if they are a sidewalk vendor, as defined in Section 4-11.01 of this Code or
24 merely by reason of associating temporarily with any local dealer, trader, or merchant or by
25 conducting such transient business in connection with, as a part of, or in the name of any
26 local dealer, trader, or merchant;
27
28

1 (c) Any person entering in or upon any property for the purpose of obtaining
2 satisfaction of a lawful obligation theretofore incurred by the occupant thereof;

3 (d) Commercial agents or salesmen for wholesale houses or firms selling good,
4 wares, or merchandise or any commodity or service to, or soliciting orders therefor from,
5 retail or wholesale dealers, from manufacturers, or to contractors, this exemption shall not
6 relieve any person from complying with the provisions of this article if they are a sidewalk
7 vendor, as defined in Section 4-11.01 of this Code;

8 (e) Peddling newspapers or religious publications or soliciting subscriptions therefor;

9 (f) Any person, if a natural person, soliciting for personal services to be performed by
10 the person so soliciting;

11 (g) Any person selling tickets of admission to entertainments, lectures, or events to
12 be held for religious, charitable, or educational purposes;

13 (h) Blind person whose blindness has been certified by the Bureau of Vocational
14 Rehabilitation for the Department of Education of the State and who have filed a certificate
15 as to such blindness with the ~~Police Chief~~ Director of Finance; and

16 (i) Any other person who files with the ~~Police Chief~~ Director of Finance an affidavit
17 which clearly establishes his or her exemption from the provision of this article.
18

19 **3-1.1817 Violations of provisions.**

20 Any person violating any of the provisions of this article, in addition to the revocation
21 of his or her permit or license, shall be guilty of a misdemeanor and, upon conviction
22 thereof, shall be punishable as set forth in Chapter 2 of Title 1 of this Code. Violations of
23 provisions of this article by a sidewalk vendor, as defined in Section 4-11.01 of this Code,
24 shall not be punishable as an infraction or misdemeanor, and the sidewalk vendor alleged to
25 violate provisions of this article shall not be subject to arrest except when permitted under
26 law.

27 **SECTION 4:** Violations of this Ordinance shall constitute violations of the Huntington
28 Park Municipal Code, and all penalties and remedies authorized under the Huntington Park

1 Municipal Code shall apply to violations of the provisions of this Ordinance.

2
3 **SECTION 5:** This Ordinance is exempt from the California Environmental Quality Act
4 (“CEQA”), in that this Ordinance does not constitute a “project” under CEQA and is exempt
5 pursuant to CEQA Guidelines section 15378(b)(4), and further there is no likelihood of this
6 Ordinance resulting in a significant negative impact on the environment, and is therefore
7 also exempt from CEQA pursuant to CEQA Guidelines section 15060(c)(2).

8
9 **SECTION 6:** Any provisions of the Huntington Park Municipal Code or appendices
10 thereto, which are inconsistent with the provisions of this Ordinance are hereby repealed or
11 modified to the extent necessary to affect the provisions of the Ordinance.

12
13 **SECTION 7:** If any section, subsection, sentence, clause, phrase, or portion of this
14 Ordinance is for any reason held to be invalid or unconstitutional by the decision of any
15 court of competent jurisdiction, such decision shall not affect the validity of the remaining
16 portions of this Ordinance. The City Council of the City of Huntington Park hereby declares
17 that it would have adopted this Ordinance and each section, subsection, sentence, clause,
18 phrase or portion thereof, irrespective of the fact that any one or more sections, subsections,
19 sentences, clauses, phrases or potions may be declared invalid or unconstitutional.

20
21 **SECTION 8:** This Ordinance: (a) is necessary for the immediate preservation of the
22 public health, safety, a welfare; (b) contains findings constituting urgency; (c) is effective
23 immediately upon adoption as provided for in Government Code Section 36937.

24 **SECTION 9:** The City Clerk shall certify to the passage of this Ordinance and shall
25 cause the same to be published in the manner prescribed by law.

1 **PASSED, APPROVED AND ADOPTED** this 5th day of February , 2019.

2
3 **CITY OF HUNTINGTON PARK**

4
5
6 **ATTEST:**

Johnny Pineda, Mayor

7
8 _____
9 Donna G. Schwartz, CMC
10 City Clerk

11 **APPROVED AS TO FORM:**

12
13 _____
14 Arnold M. Alvarez-Glasman
15 City Attorney

1 At no point shall there be more than 2 members, at the same meeting if serving on the
2 City Council.

3 **SECTION 3: Appointment, Reappointment and Removal.**

4 The City Council shall appoint all members of the committee. Committee
5 members may be removed by the Majority of the City Council. All appointments or
6 removal of Committee Members shall occur at an open meeting of the City Council.
7 If removal of a Committee Member occurs, the City Clerk shall send notice to that
8 Committee Member at the last address on file with the City.

9 **SECTION 4: Term of Office.**

10 Each Committee member's term shall be for a period of two years, unless
11 removed by the City Council.

12 **SECTION 6: Vacancy.**

13 If for any reason a vacancy occurs, it shall be filled by appointment by the
14 Council for the unexpired portion of such term.

15 **SECTION 7: Quorum.**

16 A majority of the total number of members of the Committee shall constitute a
17 quorum for the transaction of business, but a lesser number may adjourn from time
18 to time for want of quorum and until a quorum can be obtained.

19 **SECTION 8: Organization.**

20 The Chair of the Committee shall be appointed by the majority of the
21 committee. City staff shall act as the Committee Secretary. Staff liaisons shall act
22 as the conduit for all communications to the City Council.

23 **SECTION 9: Meetings.**

24 The Economic Development Committee shall meet at least once a month. A
25 majority of the three members shall constitute a quorum of the Committee. The place
26 of such meetings shall be at City Hall unless otherwise designated by the City Council
27 or approved by a majority.

28 **SECTION 10: Termination of Committee.**

Termination of the Committee shall be done at the will and vote of the City
Council.

SECTION 11: Compensation.

No committee member shall receive compensation for any service rendered
to the Committee.

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SECTION 12:

The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED THIS 5th day of February, 2019.

Jhonny Pineda, Mayor

ATTEST:

Donna G. Schwartz, CMC
City Clerk



CITY OF HUNTINGTON PARK

City Clerk's Office
City Council Agenda Report

February 5, 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:

COUNCIL APPOINTMENT TO PARKS AND RECREATION COMMISSION

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Make appointment to the Parks and Recreation Commission consistent with the provisions set forth in Resolution No. 2015-19

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On May 18, 2015, the City Council adopted Resolution No. 2015-19 which established a new process for making appointments to various City Commissions.

Individuals appointed to the Parks and Recreation Commission will be required to submit to a LiveScan and subsequently take an Oath of Office.

FISCAL IMPACT

There is no fiscal impact. Compensation for Parks and Recreation Commission is \$75 a month per Commissioner for an annual amount of \$4,500, which has been budgeted for FY 2018-2019 to account 111-6025-413.19-05.

CONCLUSION

Terms will run concurrent with the Council Member who appoints. After appointment City Clerk will notify applicants of the nominations.

COUNCIL APPOINTMENT TO PARKS AND RECREATION COMMISSION

February 5, 2019

Page 2 of 2

Respectfully submitted,

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

RICARDO REYES
Interim City Manager

A handwritten signature in blue ink, appearing to read 'Donna G. Schwartz', with a flourish at the end.

Donna G. Schwartz, CMC
City Clerk

ATTACHMENT(S)

- A. Resolution No. 2015-19, Adopting Revised Rules, Method of Appointment, Guidelines for the Conduct of Meetings and Structure for all Commissions of the city and Repealing all Prior Resolutions or Provisions in Conflict with the Provisions Contained Herein.

ATTACHMENT "A"

1 **SECTION 3: Appointment, Reappointment and Removal.**

2 Each member of the City Council shall have authority to appoint one (1)
3 member to each Commission, with the exception of the Youth Commission, which
4 shall consist of two (2) members appointed by each City Councilmember. Each
5 Councilmember shall appoint their Commissioners within sixty (60) days of assuming
6 office, or from the adoption of this Resolution, or from a vacancy occurring for said
7 Commission position for that respective Councilmember appointment. If no
8 appointment is made within sixty (60) days of assuming office, or from the adoption of
9 this Resolution, or from a vacancy occurring for said Commission position, the Mayor
10 shall appoint a member to the vacant seat.

11 Commission members may be removed from their appointment due to
12 disqualification as provided for in this Resolution or upon the sole decision by the
13 Councilmember who appointed that Commissioner. All appointments or removal of
14 Commissioners shall occur at an open meeting of the City Council. If removal of a
15 Commissioner occurs, the City Clerk shall send notice to that Commissioner at the last
16 address on file with the City.

17 **SECTION 4: Term of Office.**

18 Each Commissioner's term shall be for a period of four years, unless removed
19 by the appointing Councilmember or as a result of disqualification as set forth herein.
20 Notwithstanding the foregoing, no Commissioner shall serve for a period which
21 exceeds the time in office for the Councilmember appointing that Commissioner. In
22 the event that the appointing Councilmember completes his or her term, vacates their
23 office or otherwise is no longer holding office, the term of the Commissioner appointed
24 by said Councilmember shall end. However, nothing contained in this section shall
25 prevent another Councilmember or the new Councilmember from appointing the
26 individual back to the same Commission or to a different Commission.

27 **SECTION 5: Vacancy Due to Disqualification.**

28 When a member no longer meets the qualifications for the Commission, the
member is therefore disqualified, and the office shall thereupon become vacant.

SECTION 6: Vacancy.

 If for any reason a vacancy occurs, it shall be filled by appointment by the
member of the City Council who appointed said Commissioner for the unexpired
portion of such term.

SECTION 7: Quorum.

 A majority of the total number of members of the Commission shall constitute a
quorum for the transaction of business, but a lesser number may adjourn from time to
time for want of quorum and until a quorum can be obtained.

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SECTION 8: Purpose.

The purpose, duties and responsibilities of each Commission shall be established by the City Council by ordinance and codified in the Huntington Park Municipal Code.

SECTION 9: Organization.

Annually in the month of March, the Commission shall elect one of its members as Chair and Vice-Chair. City staff shall act as the Commission Secretary. Staff liaisons shall act as the conduit for all communications to the City Council.

SECTION 10: Meetings.

Regular meetings of the Commission shall be as set by each Commission. The place of such meetings shall be at City Hall unless otherwise designated by the City Council or approved by a majority of the total membership of the Commission. When the day for such regular meetings falls on a legal holiday, the meeting shall not be held on such holiday, but shall be held at the same hour on the next succeeding day thereafter which is not a holiday. All meetings of the Commission shall be open and public, and subject to all laws of the state of California e.g. the Brown Act, governing open public meetings. The Commission shall adopt its own rules for the transaction of its business and keep a record of resolutions, findings and recommendations and actions voted upon. A report of each meeting of the Commission shall be given to the City Council.

SECTION 11: Termination of Commission.

Termination of the Commission shall be done at the will and vote of the City Council.

SECTION 12: Compensation.

Commission member compensation shall be set by resolution of the City Council.

SECTION 13: Commission Handbook.

All Commission Members must adhere to the provisions contained and referenced in the City of Huntington Park Commission Handbook as approved by the City Council.

SECTION 14:

The City Clerk shall certify to the adoption of this Resolution.

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PASSED, APPROVED AND ADOPTED THIS 18th day of May, 2015.


Karina Macias
Mayor

ATTEST:


Donna G. Schwartz, CMC
City Clerk

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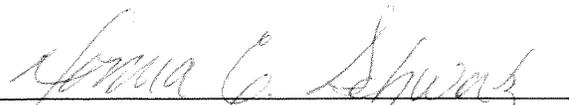
CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF HUNTINGTON PARK)

I, Donna G. Schwartz, City Clerk of the City of Huntington Park, California, do hereby certify that the foregoing Resolution No. 2015–19 was duly passed and adopted by the City Council of the City of Huntington Park at a regular meeting of the City Council held on the 18th day of May, 2015, by the following vote, to wit:

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Huntington Park, this 20th day of May 2015.



Donna G. Schwartz, CMC, City Clerk



CITY OF HUNTINGTON PARK

City Manager's Office
City Council Agenda Report

February 5, 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 OF APPROVAL OF A RESOLUTION ESTABLISHING A SPENDING LIMITS POLICY FOR PURCHASING AUTHORITY FOR THE CITY MANAGER AND DEPARTMENT HEADS OF THE CITY INCLUDING CITY STAFF

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt Resolution No. 2019-04, Amending Resolution No. 2017-40, Establishing A Spending Limits Policy for Purchasing Authority for the City Manager, and Department Heads of the City including City staff.

BACKGROUND

A spending limit policy will ensure that sound fiscal and budgetary practices are implemented by imposing certain limits upon the City Manager, and all Department Heads of the City, including their staff and employees.

These limits are as follows:

- Department Heads of the City shall have the authority to purchase supplies, services or equipment in the amount of \$1,000 or less without prior City Council approval.
- The City Manager, including the Interim City Manager, shall have the authority to purchase supplies, services or equipment in the amount of \$1,000 or greater, but not to exceed \$15,000, without prior City Council approval.

The policy also addresses emergency situations in the following fashion:

In the event of an emergency situation, as defined below, emergency purchases may be authorized by the City Manager, including the Interim City Manager, which exceed the above spending limits when time is of the essence. "Emergency Situation" shall be defined as follows:

CONSIDERATION OF APPROVAL OF A RESOLUTION ESTABLISHING A SPENDING LIMITS POLICY FOR PURCHASING AUTHORITY FOR THE CITY MANAGER AND DEPARTMENT HEADS OF THE CITY INCLUDING CITY STAFF

February 5, 2019

Page 2 of 2

- (a) To preserve or protect life, health or property;
- (b) In circumstances involving natural disasters;
- (c) To forestall a shut-down of essential public services.

When emergency situation purchases have been approved by the City Manager, these purchases shall be submitted to the City Council at the earliest possible date for ratification of such purchases.

This policy also requires all other Federal, State and local laws must be followed for bidding and RFP requirements.

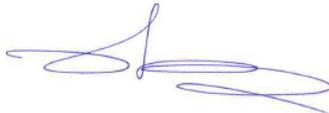
FISCAL IMPACT/FINANCING

This policy will limit and restrict purchases and expenditures without prior City Council approval.

CONCLUSION

Upon Council approval, this resolution will take effect immediately and the policies will be implemented without further action by the City Council.

Respectfully submitted,



RICARDO REYES
City Manager

ATTACHMENT(S)

- A. Resolution No. 2019-04, Amending Resolution No. 2017-40, Amending Resolution No. 2017-40, Establishing A Spending Limits Policy for Purchasing Authority for the City Manager, and Department Heads of the City including City staff
- B. Resolution No. 2017-40.

ATTACHMENT "A"

1 Manager, which exceed the above spending limits when time is of the essence.
2 “Emergency Situation” shall be defined as follows:

- 3 (a) To preserve or protect life, health or property;
- 4 (b) In circumstances involving natural disasters;
- 5 (c) To forestall a shut-down of essential public services.

6 When emergency situation purchases have been approved by the City Manager,
7 these purchases shall be submitted to the City Council at the earliest possible date
8 for ratification of such purchases.

9 **SECTION 2:** The foregoing policy shall in no way relieve or exempt the City,
10 the City Manager, including the Interim City Manager, Department Heads or any City
11 staff or employee from complying with all Federal, State or local laws, which requires
12 bidding or the issuance of an RFP prior to authorizing such purchase.

13 **SECTION 3:** The City Clerk shall certify to the adoption of this Resolution.

14 **PASSED, APPROVED AND ADOPTED** by the City Council of the City of
15 Huntington Park at its meeting on this 5th day of February, 2019.

16 _____
17 Jhonny Pineda, Mayor

18 ATTEST:

19 _____
20 Donna G. Schwartz, CMC
21 City Clerk

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ATTACHMENT "B"

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RESOLUTION NO. 2017-40

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF HUNTINGTON PARK ESTABLISHING A POLICY
FOR PURCHASING AUTHORITY FOR THE CITY
MANAGER AND DEPARTMENT HEADS OF THE CITY**

WHEREAS, the City of Huntington Park within the provisions of its Municipal Code has established certain purchasing authority levels and amounts; and

WHEREAS, the City Council recognizes the need to regulate, control and limit staff spending authority, notwithstanding the higher levels of authority established by the Huntington Park Municipal Code; and

WHEREAS, City Council desires to exercise sound fiscal and budgetary practices by imposing certain spending level policies upon the City Manager, including the Interim City Manager, and all Department Heads of the City, including their staff and employees, as expressed below; and

WHEREAS, the spending limit policies are hereby established as set forth below and are to take effect immediately upon the adoption of this resolution.

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

SECTION 1: Notwithstanding Sections 2-3.405, 2-5.10, 2-5.11 or any other provisions of the Huntington Park Municipal Code relating to spending authority, the City Council hereby imposes the following limits for spending without prior City Council approval:

Department Heads of the City shall have the authority to purchase supplies, services or equipment in the amount of \$1,000 or less without prior City Council approval.

The City Manager, including the Interim City Manager, shall have the authority to purchase supplies, services or equipment in the amount of \$1,000 or greater, but not to exceed \$5,000, without prior City Council approval.

The City Manager, including the Interim City Manager, shall have the authority to purchase supplies, services or equipment in the amount of \$5,000 or greater, but not to exceed \$10,000, as requested by the City's Departments without prior City Council approval, but such purchases shall be debited from the City Manager's budget accounts.

1 In the event of an emergency situation, as defined below, emergency purchases
2 may be authorized by the City Manager, including the Interim City Manager, which
3 exceed the above spending limits when time is of the essence. "Emergency
4 Situation" shall be defined as follows:

- 4 (a) To preserve or protect life, health or property;
- 5 (b) In circumstances involving natural disasters;
- 5 (c) To forestall a shut-down of essential public services.

6 When emergency situation purchases have been approved by the City Manager,
7 these purchases shall be submitted to the City Council at the earliest possible date
8 for ratification of such purchases.

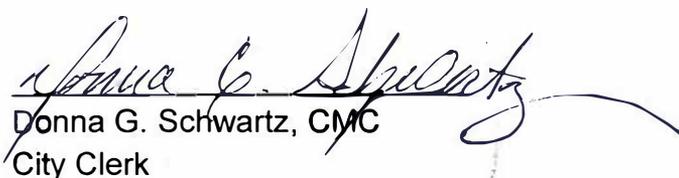
9 **SECTION 2:** The foregoing policy shall in no way relieve or exempt the City,
10 the City Manager, including the Interim City Manager, Department Heads or any City
11 staff or employee from complying with all Federal, State or local laws, which requires
12 bidding or the issuance of an RFP prior to authorizing such purchase.

12 **SECTION 3:** The City Clerk shall certify to the adoption of this Resolution.

13 **PASSED, APPROVED AND ADOPTED** by the City Council of the City of
14 Huntington Park at its meeting on this 5th day of December, 2017.

15
16
17 
18 Marilyn Sanabria, Mayor

19 ATTEST:

20
21 
22 Donna G. Schwartz, CMC
23 City Clerk
24
25
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27
28

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF HUNTINGTON PARK)

I, Donna G. Schwartz, City Clerk of the City of Huntington Park, California, do hereby certify that the foregoing Resolution No. 2017-40 was duly passed and adopted by the City Council of the City of Huntington Park at a regular meeting of the City Council held on the 5th day of December 2017, by the following vote, to wit:

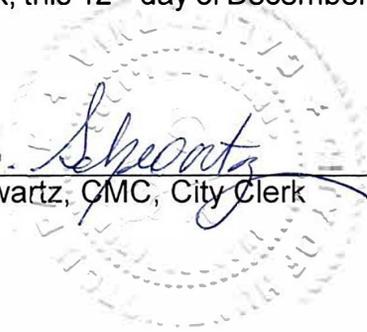
AYES: Council Member(s): Macias, Ortiz, Avila, and Vice Mayor Pineda

ABSENT: Council Member(s): Mayor Sanabria

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Huntington Park, this 12th day of December 2017.



Donna G. Schwartz, CMC, City Clerk





CITY OF HUNTINGTON PARK

City Manager's Office
City Council Agenda Report

February 5, 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 RETAIN CONSULTANT FOR COMMUNITY EDUCATIONAL PROGRAM FOR MEASURE C

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Authorize the retention of VELADA to conduct an educational and information program to the City's residents regarding Measure C; and
2. Authorize the City Manager to execute a professional services agreement with VELADA consistent with their proposal attached herewith.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City Council approved placing a ballot initiative before the Huntington Park voters authorizing an advisory vote only, if approved by the City's electorate. The advisory vote will authorize the City to act to attract Costco to the City of Huntington Park, and take all reasonable and necessary steps to negotiate with Costco, which could include land use, zoning, economic and financial incentives, or other concessions.

VELADA has experience in providing the necessary services to conduct a community educational program to inform residents about the purpose of Measure C. City staff does not have the background, experience or resources to provide such services.

FISCAL IMPACT/FINANCING

The funding of \$45,000 for this service will be appropriated for this professional services agreement.

**CONSIDERATION AND APPROVAL TO RETAIN CONSULTANT FOR COMMUNITY
EDUCATIONAL PROGRAM FOR MEASURE C**

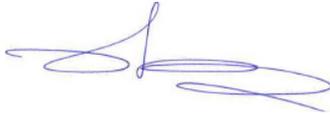
February 5, 2019

Page 2 of 2

CONCLUSION

Upon Council approval, staff will proceed with recommended actions.

Respectfully submitted,

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

RICARDO REYES
City Manager

ATTACHMENT(S)

A. Proposal

ATTACHMENT "A"

CITY OF
HUNTINGTON PARK
EDUCATIONAL PROGRAM SERVICES
MEASURE C - PROPOSAL

Prepared by VELADA Consulting

January 24, 2019

VELADA

January 24, 2019

Ricardo Reyes
City Manager
6550 Miles Ave.
Huntington Park, CA 90255

Re: Educational Program Services

Dear Mr. Reyes:

On behalf of VELADA, I submit our proposal for an educational program services. The accompanying proposal outlines the collective plan VELADA can provide to effectively implement a media relations program tailored for Huntington Park.

VELADA has been a recognized leader in government relations and public outreach and engagement for nearly ten years. Our dedicated staff seeks to fully engage media outlets and key stakeholders in an effort to not just inform communities of projects impacting their neighborhoods, but to create active participants of civic processes.

We look forward to the opportunity to work with you to achieve your goals in Huntington Park and beyond.

Sincerely,



David Vela
Principal
VELADA Consulting LLC

PROJECT APPROACH & METHODOLOGY



VELADA

VELADA Consulting will provide a part-time Public Information Officer for the City of Huntington Park with the intent to increase public awareness, encourage meaningful community engagement and build trust in City government.

The Public Information Officer's objective is to deliver timely, accurate, coordinated and relevant public information in the way residents receive and access information, and in a manner that elevates City Council/staff expertise, promotes City values, and produces high quality communications. Aiming to strategically position the City's profile as a leader amongst the cities in the Southeast.

Public Information Officer has three strategies:

1. Build a sustainable communications organizational framework. Centralize communications coordination and suggest relevant media protocols. Provide ongoing communications training for City staff and councilmembers. Disseminate information in English, Spanish, Chinese, Tagalog and Vietnamese when appropriate. Coordinate City logo and use for unified portrayal of City government. Reviews current public relations plans and evaluates its efficiencies
2. Expand the City's reach to the public and media. Serve as spokesperson. Arranges news conferences, media and other public appearances for public officials, prepares or edits the material to be presented. Bolster traditional channels of communication. Use new media technologies. Continue and grow social media presence
3. Develop proactive methods of communicating. Support and plan for targeted communication projects. Enhance direct communication and partnership with the community and media outlets. Update and maintain project media kit

Crisis Communications:

VELADA will develop a crisis communication plan that will include protocol that will focus on media that covers the City of Huntington Park. VELADA is also ready to facilitate any community meeting or special event that could lead to heated conversations.



VELADA

PROJECT MANAGEMENT

Effective communication and coordination with the City of Huntington Park is crucial. VELADA will be part of multiple coordination meetings with City Manager and/or staff to participate fully and then execute precisely what Huntington Park needs. We will create a timeline to establish media outreach and ensure that all tasks are outlined after our meetings.



VELADA

THE TEAM

DAVID VELA

PIO / GOVERNMENT RELATIONS SPECIALIST

SUMMARY

David Vela established strong working relationships with elected officials, media outlets and stakeholder groups within the State of California and led numerous successful government relations projects in the County of Los Angeles and the State of California.

Mr. Vela served as a special advisor to the CA Employment Development Department, Senior Advisor and Chief of Staff to members of the CA State Legislature, Deputy to a Los Angeles County Supervisor and Vice President at a full service Public Affairs firm. He was a member of the Montebello Unified School District for eight years and now serves as a Trustee on the Los Angeles Community College District



EXPERIENCE PROFILE

Mr. Vela is a government relations professional with 17 years of experience working with a variety of local agencies and businesses advising them on County and State related issues. He is also public affairs, media relations and outreach specialist with experience with different stakeholder groups including homeowners associations, business groups, schools, and faith-based organizations. His experience includes working with and on behalf of elected officials and public agencies, and creating and implementing successful media and public awareness campaigns. He has overseen the creation of informational and collateral materials including fact sheets, newsletters, and public meeting notices. Mr. Vela is adept at effectively managing staff and budgets to ensure the successful and timely completion of projects.



VELADA

PROJECT EXPERIENCE

***Project Name and Location:* JACOBS Engineering, Build LACCD, Communications Manager, Monterey Park, CA**

Project Role: Communications Manager for the Los Angeles Community College District's seven billion dollar program with local agencies, cities and constituents. Oversaw the Project Labor Agreement, Labor Compliance and SBE Compliance departments.

***Project Name and Location:* Lynwood Unified School District, Government Relations, Lynwood CA**

Project Role: Assist school district in tracking legislation, obtaining matching bond dollars and advocating at the County and State level.

***Project Name and Location:* City of Huntington Park, Government and Media Relations, Huntington Park, CA**

Project Role: Represent the City in front of State and County officials. Worked on bringing state resources to the City. Handled all media relations for the City and produced various social media campaigns as well as prepared and produces press conferences and media events.

***Project Name and Location:* Alameda Corridor East (ACE), Community and Government Relations, Montebello CA**

Project Role: Mr. Vela gathered elected official and community stakeholder consensus on a grade separation project in Montebello.



VELADA

COST PROPOSAL AND AGREEMENT

The educational program has been designed to how best to inform the voters about the measure. The themes and concepts are preliminary and can evolve as we begin to work with staff and your legal team. We created the program with some general concepts and themes that we feel work.

ALL press production will be printed at a non-union press shop and will not have any Union bug on it. If we require union printing, we would have to modify the following budget numbers.

Budget

Below is our budget to implement this program for the City of Huntington Park and help communicate Measure C.

Consulting Retainer

\$5,000.00

Mail Program

Each mailer cost consists of:
Design, Print, Messaging, Copy and Translations, Postage & Delivery.

PAV Piece \$7,000*
Intro Piece \$7,000*
Jobs Piece \$7,000*
Fact Piece \$7,000*
Children Piece \$7,000*
GOTV Door Hanger \$5,000*

**These are estimates only as changes have been made to mailing universe and concepts*

TOTAL BUDGET

\$45,000





CITY OF HUNTINGTON PARK
Community Development Department
City Council Agenda Report

February 5, 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 IMPLEMENT THE HUNTINGTON PARK STRIP 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 Huntington Parking 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 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. To facilitate access to the vehicles, the stalls will have a minimum width of 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, 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.

CONSIDERATION AND APPROVAL TO IMPLEMENT THE HUNTINGTON PARK STRIP PARKING PILOT PROGRAM

February 5, 2019

Page 2 of 3

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 in the following order of priority, the City will notify the applicant if the application was denied or approved.
 - 2.1. First order of approval: Single family residences located on Randolph Street. Single family dwellings will be able to get authorization to occupy only one parking space along Randolph Street.
 - 2.2. Second order of approval: Apartments located between Maywood and Fishburn Avenues.
 - 2.3. Third order of approval: All other Homes located not on Randolph Street
3. If the application is approved, the applicant will have to submit any of the following payments:
 - 3.1. Huntington Park Residents
 - 3.1.1. Monthly Fee = \$45.00
 - 3.1.2. Semi-Annual Fee = \$240.00
 - 3.1.3. Annual Fee = \$420.00
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. A total of 10 parking along the project area will be available for daily use with intervals of 4hrs at a time for payment and a maximum use of 12hrs per vehicle.
6. 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.
7. 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.
8. Once the program is implemented and in place, an evaluation will be conducted to see if there is a constant surplus of parking spaces, if this is the case, a discussion to extend the program to non-residents of the city will be entertained.

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.

CONSIDERATION AND APPROVAL TO IMPLEMENT THE HUNTINGTON PARK STRIP PARKING PILOT PROGRAM

February 5, 2019

Page 3 of 3

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.

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 Strip Parking Pilot Program

ATTACHMENT "A"

Huntington Park Strip Parking Pilot Program

Parking Implementation: Phase I

Project Area

A preliminary analysis of the Huntington Park 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 Estimated 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 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:

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 in the following order of priority, the City will notify the applicant if the application was denied or approved.
 - 2.1. First order of approval (available on day one of the program): Single family residences located on Randolph Street. Single family dwellings will be able to get authorization to occupy only one parking space per property along Randolph Street.
 - 2.2. Second order of approval (available on day one of the program): Apartments located between Maywood and Fishburn Avenues.
 - 2.3. Third order of approval 60 days after (60 days after day one of the program): All other Homes located not on Randolph Street
3. If the application is approved, the applicant will have to submit any of the following payments:
 - 3.1. Huntington Park Residents
 - 3.1.1. Monthly Fee = \$45.00
 - 3.1.2. Semi-Annual Fee = \$240.00
 - 3.1.3. Annual Fee = \$420.00
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. A total of 10 parking along the project area will be available for daily use with intervals of 4hrs at a time for payment and a maximum use of 12hrs per vehicle.
6. 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.
7. 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.
8. Once the program is implemented and in place, an evaluation will be conducted to see if there is a constant surplus of parking spaces, if this is the case, a discussion to extend the program to non-residents of the city will be entertained.

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

One permitted parking space, directly in front of a home, will be created and assigned to all properties 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	02/8/18
Submit Request to Traffic Authority	02/7/19
Get final approval from City Council	02/5/19
Send notification and application to all residents	02/11/19
Schedule an informational meeting with the community to answer questions	02/14/19
Define target date to start program	02/7/19
First Day to receive and process applications from the residents	02/04/19
Install Pay Stations	02/19/19
Conduct striping of Parking Stalls	02/25/19
Quality Control	02/28/19
Program Start Date	03/04/19



CITY OF HUNTINGTON PARK
Community Development Department
City Council Agenda Report

February 5, 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 FACILITY USE AND FEE WAIVER REQUEST BY THE AMERICAN RED CROSS FOR USE OF KELLER PARK AND COURT BUILDING FOR THE “SOUND THE ALARM” EVENT IN PARTNERSHIP WITH THE CITY

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the American Red Cross “Sound the Alarm” event in partnership with the City; and
2. Approve American Red Cross fee waiver request for use of Keller Park and Court Building.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Every day, **seven people die in home fires** and the Red Cross wants to do everything possible to prevent these needless tragedies. This spring the American Red Cross has a goal to install 100,000 free smoke alarms in more than 100 cities around the US and the City of Huntington Park is one of them. Through the Sound the Alarm program, the red cross recruit’s volunteers from the community who work alongside fire departments and other local groups, canvassing at-risk neighborhoods to install free smoke alarms, replace batteries in existing alarms, educate families about fire prevention and safety, and fundraise to help sponsor this life-saving mission.

In just four years, the home visits have accomplished so much, including the installation of more than 1 million smoke alarms and preparing more than 1 million people against home fires.

This year, the Red Cross is asking the city to be a co-sponsor and support the efforts to make this program available to the residents of the City of Huntington Park. The

CONSIDERATION AND APPROVAL OF FACILITY USE AND FEE WAIVER REQUEST BY THE AMERICAN RED CROSS FOR USE OF KELLER PARK AND COURT BUILDING FOR THE “SOUND THE ALARM” EVENT IN PARTNERSHIP WITH THE CITY

February 5, 2019

Page 2 of 2

projected day for the event is Saturday, March 9 of 2019 from 8am to 4 pm. Volunteers will be installing free smoke alarms and providing fire and earthquake safety for Huntington Park residents free of charge. Volunteers will receive breakfast, lunch and a t-shirt for their participation. The Red Cross is asking the City to waive the rental fees to use the Keller Park and the Court Building. These two will be used as a point of reunion for the volunteers and to train them respectively.

FISCAL IMPACT/FINANCING

The approval of this item will not have a direct fiscal impact to the general fund or other city’s programs.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The approval of this request is conditioned to the submittal of a complete application, including insurance requirements, by the Red Cross.

CONCLUSION

The Red Cross and staff from the City is proposing to have a least 200 volunteers to install more than 500 smoke alarms during the day of the event. The smoke alarms will be installed throughout the entire city.

Respectfully submitted,



RICARDO REYES
City Manager



SERGIO INFANZON
Director of Community Development

ATTACHMENT(S)

A. Application

ATTACHMENT "A"

Facility Use Application

AVAILABLE MONDAY, FEBRUARY 4, 2019

CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report



February 5, 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 A CONSTRUCTION CONTRACT TO ELECNOR BELCO ELECTRIC, INC. FOR THE HUNTINGTON PARK SIGNAL SYNCHRONIZATION & BUS SPEED IMPROVEMENT PROJECT CIP 2018-05 AND AWARD A PROFESSIONAL SERVICE CONTRACT TO KOA CORPORATION FOR CONSTRUCTION MANAGEMENT/INSPECTION AND LABOR COMPLIANCE SERVICES

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve a construction contract to Elecnor Belco Electric, Inc. as the lowest responsible, responsive bidder, for the Huntington Park Signal Synchronization & Bus Speed Improvement Project CIP 2018-05 for a not-to-exceed amount of \$911,252;
2. Approve a professional services agreement to KOA Corporation to provide Construction Management & Inspection and Labor Compliance services for a not-to-exceed amount of \$178,200;
3. Authorize the City Manager execute the construction contract agreement and professional services agreement; and
4. Approve budget appropriation in an amount of \$9,552.93 to account number 207-8016-429.73-10 and \$11,914.07 to account number 209-8010-431.73-10.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Signal Synchronization & Bus Speed Improvement Project CIP 2018-05 (Project) proposes the synchronization of ten signalized intersections, reconfiguration of traffic lanes to allow dual turning lanes at specific intersections and the installation of three changeable message signs along Pacific Boulevard. The signal upgrades include controller cabinet replacements, new mast arms at five of the ten locations, video

CONSIDERATION AND APPROVAL OF AWARD OF A CONSTRUCTION CONTRACT TO ELECNOR BELCO ELECTRIC, INC. FOR THE HUNTINGTON PARK SIGNAL SYNCHRONIZATION & BUS SPEED IMPROVEMENT PROJECT CIP 2018-05 AND AWARD A PROFESSIONAL SERVICE CONTRACT TO KOA CORPORATION FOR CONSTRUCTION MANAGEMENT/INSPECTION AND LABOR COMPLIANCE SERVICES

February 5, 2019

Page 2 of 5

activated traffic controllers and synchronization of the signalized mid-block pedestrian crossings on Pacific Boulevard. The ten signalized intersections are:

1. State Street/Randolph Street
2. Pacific Boulevard/Belgrave Avenue
3. Pacific Boulevard/Randolph Street
4. Pacific Boulevard/Clarendon Avenue
5. Pacific Boulevard/Zoe Avenue
6. Pacific Boulevard/Saturn Avenue
7. Miles Avenue/Belgrave Avenue
8. Miles Avenue/Randolph Street
9. Miles Avenue/Zoe Avenue
10. Miles Avenue/Saturn Avenue

Infrastructure Engineer was awarded the design phase of the project at the February 6, 2018 City Council meeting. On November 20, 2018, City staff requested City Council approval of the Project plans, specifications and engineer's estimate (PS&E) and requested City Council authorization to advertise the project and publish the Notice Inviting Bid (NIB).

On December 7, 2018, the City published the NIB in a local newspaper of general circulation in accordance with California Public Contract Code and the City's Purchasing Manual. On January 16, 2019, the City Clerk's Office publicly opened and reviewed the bids and identified the apparent low bidder. The City received six (6) sealed bids and the order of ranked commences from the lowest responsive bid:

Bidder (lowest bid first)	Total Bid Shown on Bidder's Proposal
Elecnor Belco Electric, Inc.	\$911,252.00
Alfaro Communications Construction, Inc.	\$1,131,800.00
Comet Electric, Inc.	\$1,192,722.00
Econolite Systems, Inc.	\$1,280,765.20
California Professional Engineering, Inc	\$1,422,400.00
DBX, Inc.	\$1,451,906.00

A bid analysis was conducted to ensure the lowest, responsible bid met all state and local requirements and based on the investigation, staff's recommendation is to award the Project to Elecnor Belco Electric, Inc.

On December 4, 2018, the City Council instructed staff to publish a Request for Proposal (RFP) and solicit proposals from qualified firms to perform Construction Management (CM) services. The Project requires CM services to coordinate the effort of inspection, provide project oversight and labor compliance. CM services are the overall planning, coordination, and control of a project from beginning to completion.

CONSIDERATION AND APPROVAL OF AWARD OF A CONSTRUCTION CONTRACT TO ELECNOR BELCO ELECTRIC, INC. FOR THE HUNTINGTON PARK SIGNAL SYNCHRONIZATION & BUS SPEED IMPROVEMENT PROJECT CIP 2018-05 AND AWARD A PROFESSIONAL SERVICE CONTRACT TO KOA CORPORATION FOR CONSTRUCTION MANAGEMENT/INSPECTION AND LABOR COMPLIANCE SERVICES

February 5, 2019

Page 3 of 5

Two (2) proposals for CM services were submitted before the January 16, 2019 2:00 P.M. target closing date. Infrastructure Engineers and KOA Corporation submitted proposals and the proposals were evaluated based on the RFP's rubric criteria. Based on the qualitative evaluation process, staff's recommendation is to award the CM services to KOA Corporation.

LEGAL REQUIREMENT

Public Contract Code sections 20161 and 20162 mandates California public works projects to be competitively bid. The public works competitive bidding laws are intended to eliminate favoritism, fraud and corruption in the awarding of public contracts.

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

The City Attorney's Office will review both the construction contract and construction management services agreements in conformance with all applicable State, local and public contracting codes and will consent for proper execution by the City Manager.

FISCAL IMPACT/FINANCING

The Los Angeles County Metropolitan Transportation Authority (Metro) awarded the City \$936,927 from the 2013 Call for Projects (CFP) grant program and part of the program requirement was a local match; City's local match \$249,057. On February 6, 2018, the City Council approved the use of Metro Federal Transportation Earmark Exchange Program (Program) to pay for the local match. The Program allows the City to exchange their remaining federal transportation earmark dollar amount with Metro for local funds. In doing so, the City was able to strategically repurpose unused federal transportation earmark funds towards the completion of the project. The total Metro grant allocation is \$1,185,984 to design, manage and construct the Project.

The FY 2017-18 budget allocated \$368,000 from account number 207-8016-429.73-10 and \$97,901 (local match) from account number 209-8010-431.73-10 to commence the project. The FY 2018-19 adopted budget carried over FY 2017-18 adopted budget and allocated \$922,305 from account number 207-8016-429.73-10 and \$235,795 from account number 209-8010-431.73-10.

CONSIDERATION AND APPROVAL OF AWARD OF A CONSTRUCTION CONTRACT TO ELECNOR BELCO ELECTRIC, INC. FOR THE HUNTINGTON PARK SIGNAL SYNCHRONIZATION & BUS SPEED IMPROVEMENT PROJECT CIP 2018-05 AND AWARD A PROFESSIONAL SERVICE CONTRACT TO KOA CORPORATION FOR CONSTRUCTION MANAGEMENT/INSPECTION AND LABOR COMPLIANCE SERVICES

February 5, 2019

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The total project budget is shown below as itemized in the executed Memorandum of Understanding (MOU) FA# 92000000F7312 dated 6/11/2018 (On file in the Office of the City Clerk).

Items	Metro Grant Allocations	City Allocated Amounts	Account Number 207-8016.429-73-10	Account Number 209-8010-431.73-10
Design Engineering*	\$64,440	\$64,440	\$50,907.60	\$13,532.40
Construction Engineering & Management	\$126,450	\$126,450	\$99,895.50	\$26,554.50
Project Administration	\$58,167	\$51,750	\$40,882.50	\$10,867.50
Construction	\$843,000	\$911,252	\$719,889.08	\$191,362.92
Construction Contingency	\$93,927	\$25,675*	\$20,283.25	\$5,391.75
Total =	\$1,185,984	\$1,179,567	\$931,857.93	\$247,709.07

* Design Engineering was awarded to Infrastructure Engineering at the 2/6/18 City Council meeting. \$64,440 was encumbered for this task.

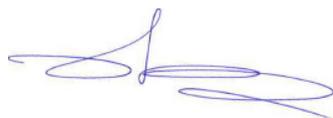
** Less than 10% Construction Contingency.

Staff requests City Council authorization to allocate the appropriate amounts as stipulated in the above-mentioned table (minus the design engineering phase, which was encumbered) in Accounts No. 207-8016.429-73-10 and 209-8010-431.73-10. This project is 100% reimbursable project as long as the project remains within budget.

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager

CONSIDERATION AND APPROVAL OF AWARD OF A CONSTRUCTION CONTRACT TO ELECNOR BELCO ELECTRIC, INC. FOR THE HUNTINGTON PARK SIGNAL SYNCHRONIZATION & BUS SPEED IMPROVEMENT PROJECT CIP 2018-05 AND AWARD A PROFESSIONAL SERVICE CONTRACT TO KOA CORPORATION FOR CONSTRUCTION MANAGEMENT/INSPECTION AND LABOR COMPLIANCE SERVICES

February 5, 2019

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Daniel Hernandez
Director of Public Works

ATTACHMENT(S)

- A. Elecnor Belco Electric, Inc. Draft Agreement
- B. KOA Corporation Draft Agreement
- C. Construction Bids
- D. Construction Management Proposals

ATTACHMENT "A"



CONTRACTOR SERVICES AGREEMENT

Elecnor Belco Electric, Inc. for the
Huntington Park Signal Synchronization & Bus Speed Improvement Project CIP 2018-05

THIS CONTRACTOR SERVICES AGREEMENT ("Agreement") is made and entered into this **5th day of February 2019** (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and **Elecnor Belco Electric, Inc.** (hereinafter, "CONTRACTOR"). For the purposes of this Agreement CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

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

I. ENGAGEMENT TERMS

- 1.1 SCOPE OF SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONTRACTOR further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 TERM: This Agreement shall commence on **February 11, 2019 to August 30, 2019**. It is the CONTRACTOR'S responsibility to request an extension at least (2) days in advance of the expiration of term of the Agreement. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY'S ability to terminate this Agreement at any time for convenience or for cause.
- 1.3 COMPENSATION:
 - A. CONTRACTOR shall perform the various services and tasks set forth in the **Scope of Services Exhibit "A"**.
 - B. Section 1.3(A) notwithstanding, CONTRACTOR'S total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of **\$911,252** (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Director of Finance. In the event CONTRACTOR'S charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension

term, CITY may suspend CONTRACTOR'S performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.

- 1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONTRACTOR shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed. If the amount of CONTRACTOR'S monthly compensation is a function of hours worked by CONTRACTOR'S personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within **thirty (30) calendar days** of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within **forty-five (45) calendar day** of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.
- 1.5 ACCOUNTING RECORDS: CONTRACTOR shall maintain complete and accurate records with respect to all matters covered under this Agreement during and for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities. The City shall own all accounting records maintained by the CONTRACTOR.
- 1.6 ABANDONMENT BY CONTRACTOR: In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONTRACTOR shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONTRACTOR'S cessation or abandonment.

II. PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager and Director of Public Works (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONTRACTOR shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 CONTRACTOR REPRESENTATIVE AND CONTACT INFORMATION: CONTRACTOR hereby designates or designee to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR Representative or his designee shall supervise and direct the performance of the Work, using his best skill and

attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONTRACTOR Representative shall constitute notice to CONTRACTOR.

- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONTRACTOR agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONTRACTOR shall be subject to inspection and approval by CITY Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONTRACTOR represents, acknowledges and agrees to the following:
- A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR'S profession;
 - B. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the CITY;
 - C. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code section 1090 and the Political Reform Act (Government Code section 81000 *et seq.*);
 - D. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
 - E. All of CONTRACTOR'S employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and
 - F. All of CONTRACTOR'S employees and agents (including but not limited to SUB-CONTRACTOR) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONTRACTOR shall perform, at CONTRACTOR'S own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONTRACTOR'S failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONTRACTOR'S employees, agents, and SUB-CONTRACTOR. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that CITY'S acceptance of any work performed by CONTRACTOR or on CONTRACTOR'S behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONTRACTOR, including but not limited to the representation that CONTRACTOR possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of

CONTRACTOR'S profession.

- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONTRACTOR are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR'S duties or obligations under this Agreement without the prior written consent of CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.
- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONTRACTOR or under CONTRACTOR'S strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONTRACTOR on an independent CONTRACTOR basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR'S competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of CITY and shall at all times be under CONTRACTOR'S exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONTRACTOR'S officers, employees, agents, or SUB-CONTRACTOR is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR'S officers, employees, agents, or SUBCONTRACTOR fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, or SUB-CONTRACTOR shall be promptly removed by CONTRACTOR and shall not be reassigned to perform any of the Work.
- 2.8 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR'S compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, CONTRACTOR, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

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

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONTRACTOROR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOROR shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONTRACTOROR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and CONTRACTOR dual liability.
 - B. Automobile Liability Insurance: CONTRACTOROR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per accident for bodily injury and property damage.
 - C. Workers' Compensation Insurance / Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONTRACTOROR and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONTRACTOROR in the course of carrying out the Work contemplated in this Agreement.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A: VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no

less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.

- 3.4 PRIMACY OF CONTRACTOR'S INSURANCE: All policies of insurance provided by CONTRACTOR shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONTRACTOR'S insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR officers, employees, agents, CONTRACTOR or SUB-CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY.
- 3.6 VERIFICATION OF COVERAGE: CONTRACTOR acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONTRACTOR warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONTRACTOR'S commencement of any work or any of the Work. Upon CITY's written request, CONTRACTOR shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of CONTRACTOR'S commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR'S performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement.
- 4.3 CITY shall have the right to offset against the amount of any compensation due CONTRACTOR under this Agreement any amount due CITY from CONTRACTOR as a result of CONTRACTOR'S failure to pay CITY promptly any indemnification arising under this

Article and related to CONTRACTOR'S failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

- 4.4 The obligations of CONTRACTOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required herein, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR'S, SUB-CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONTRACTOR a minimum of five (5) calendar day's prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONTRACTOR shall be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. CONTRACTOR may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.
- 5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONTRACTOR shall cure the following Events of Defaults within the following time periods:
- i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
 - ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

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

- C. CITY shall cure any Event of Default asserted by CONTRACTOR within forty-five (45) calendar days of CONTRACTOR'S issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONTRACTOR as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR'S Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR'S performance under this Agreement pending CONTRACTOR'S cure of any Event of Default by giving CONTRACTOR written notice of CITY's intent to suspend CONTRACTOR'S performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
- i. Upon written notice to CONTRACTOR, CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONTRACTOR, CITY may extend the time of performance;
 - iii. CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR'S breach of the Agreement or to terminate the Agreement; or
 - iv. CITY may exercise any other available and lawful right or remedy.

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

- G. In the event CITY is in breach of this Agreement, CONTRACTOR'S sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully

owed to CONTRACTOR under this Agreement for completed services and tasks.

- 5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONTRACTOR shall require all SUB-CONTRACTORS working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any CONTRACTOR as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONTRACTOR shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 FALSE CLAIMS ACT: CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., section 3789 et seq. and the California False Claims Act, Government Code section 12650 et seq.
- 6.4 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONTRACTOR:

Elecnor Belco Electric, Inc.
14320 Albers Way
Chino, CA 91710
John Wong, Vice President
Phone (909) 993-5470

CITY:

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

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

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

- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.20 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one 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:

SULLY-MILLER CONTRACTING CO.:

By: Ricardo Reyes
City Manager

By: John Wong
Vice President

Date: _____

Date: _____

APPROVED AS TO FORM:

By: City Attorney

Date: _____

Draft

EXHIBIT "A"

SCOPE OF WORK

ELECNOR BELCO ELECTRIC, INC. BID

Draft

EXHIBIT "B"

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

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

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

Name: _____

Title: _____

Signature: _____

Date: _____

Firm Name: _____

EXHIBIT "C"

FALSE CLAIMS FORM

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

FALSE CLAIMS ACT CERTIFICATION

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

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

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

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

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

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

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

FALSE CLAIMS ACT VIOLATIONS INFORMATION

(1) Date of Determination of Violation: _ _____

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

(3) Government CONTRACTOR or project involved:

(4) Government agency involved:

(5) Amount of fine imposed:

(6) Exculpatory Information:

DECLARATION

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

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

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

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

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

EXHIBIT "D"

CIVIL LITIGATION CERTIFICATION, HISTORY, AND DECLARATION

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

CIVIL LITIGATION CERTIFICATION

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

I, , am the _____ (Print name of person responsible for submitting proposal) (Title with proposing entity)
of _____ (hereinafter, "Proposer"). (Print Name of Proposing Entity)

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

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

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

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

CIVIL LITIGATION HISTORY INFORMATION

(1) Name of Case:

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

(5) Name of Case:

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

DECLARATION

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

END OF DOCUMENT

ATTACHMENT "B"

ATTACHMENT 2 - CITY'S STANDARD PROFESSIONAL SERVICE AGREEMENT



PROFESSIONAL SERVICES AGREEMENT
(Engagement: [SERVICE BEING PROVIDED])

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this [DATE] (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a California municipal corporation ("CITY") and [NAME OF CONSULTANT], a California Corporation <INSERT OTHER FORM OF ENTITY> (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT are sometimes hereinafter individual referred to as a "Party" and collectively referred to as "Parties."

DRAFT

RECALLS

This AGREEMENT is made and entered into with respect to the following facts:
WHEREAS CITY has determined that it requires professional services from a consultant to BRIEFLY DESCRIBE THE CONSULTING SERVICES TO BE PERFORMED];

WHEREAS, on Effective Date, the CITY entered into a Professional Services Agreement (the "Master Agreement") with [NAME OF CONSULTANT] to provide [SERVICES]; and

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

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

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

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

I.
ENGAGEMENT TERMS

1.1 SCOPE OF SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in that certain document entitled "Scope of Services" and attached hereto as **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and work necessary to competently perform and timely complete the services and tasks as set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."

1.2 TERM: The term of this Agreement shall commence at 12:00 a.m. on the Effective Date. This Agreement shall have an initial term of [NUMBER] years commencing from the Effective Date unless terminated as provided elsewhere in this Agreement (hereinafter, the "Term"). The term of this Agreement shall expire at 11:59 p.m. on [INSERT DATE] (hereinafter, the "Expiration Date"), unless extended by written agreement or terminated in accordance with this Agreement. Upon the conclusion of the Term, this Agreement may be renewed for a [YEARS] year extension term, upon mutual agreement of the Parties and approval from City Council, unless either Party issues written notice sixty (60) days in advance of its intent not to authorize an additional extension term. Nothing in this Section shall prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as further set out herein.

1.3 COMPENSATION: During the term of this Agreement and any extension term provided herein, CONSULTANT shall perform the Services set forth in Section 1.2 above, at the rates of compensation set forth in the Rate Schedule reflected in **Exhibit "B"**. Subject to the CPI Index Adjustment section of **Exhibit "B"**, CONSULTANT further agrees that the total compensation for the Work shall not exceed the sum total of \$ [AMOUNT], (hereinafter, the "Contract Price"), and also not exceed the total sum of \$[AMOUNT] DOLLARS per year /(\$[AMOUNT]) per month (hereinafter, the "Base Fee"). CONSULTANT shall not exceed the Contract Price unless such added expenditure is first approved by the CITY Council acting in consultation with the City Manager. In the event CONSULTANT's charges are projected to exceed the Contract Price prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT's performance of any additional Work outside the Work as defined in Exhibit A, pending CITY approval of any anticipated expenditures in excess of the Contract Price or any other CITY-approved amendment to the compensation terms of this Agreement.

1.4 PAYMENT OF COMPENSATION: On the first of each month, CONSULTANT shall submit to CITY an itemized invoice for that month's Base Fee and indicating the additional services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a

function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall pay any undisputed amounts. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

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

1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT shall deliver to CITY immediately and without delay, all written materials, including any electronic communications, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall pay to the CITY the reasonable value of the services rendered and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

DRAFT

II.
PERFORMANCE OF AGREEMENT

2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager (hereinafter, the "CITY Representative") to act as its representative for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representative or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representative or their designee.

2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates [WHO CONSULTANT DESIGNATES] to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the

CONSULTANT Representative shall constitute notice to CONSULTANT. CONSULTANT may, by written notice to CITY, advise CITY of any change in CONSULTANT Representative.

2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS:

CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.

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

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

The Parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with its obligation set out herein or failure on the part of CONSULTANT's employees, agents, CONSULTANTS, subCONSULTANTS and subconsultants to fulfill its obligations herein. Such effort by CONSULTANT to

correct any errors or omissions shall be commenced as soon as reasonably practicable upon their discovery or notice by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing, in accordance with applicable industry standards. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and in accordance with applicable industry standards of CONSULTANT's profession.

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

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

withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

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

2.8 BUSINESS LICENSE: Consultant shall obtain a City business license prior to commencing performance under this Agreement.

2.9 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if CONSULTANT is an out-of-stat corporation or LLC, it must be qualified or registered to do business in the State of California pursuant to section 2105 and 17451 of the California Corporations Code. The CITY, its officers and employees shall not be liable at law or equity occasioned by failure of CONSULTANT to comply with this Section. CONSULTANT's compliance with applicable laws shall include, without limitation, compliance with all applicable California SHA requirements. To the extent that any changes in applicable law result in an increase in CONSULTANT's cost of performance, the Parties shall negotiate in good faith to reach a mutually agreeable price adjustment. Should the Parties fail to reach an agreement within 30 days (or such other agreeable time period) of CONSULTANT's notice to CITY of its increased cost of performance, either Party may terminate this Agreement upon 60 days' written notice.

- I. In the event that water treatment violations occur following the effective date of this Agreement, subject to Sub-Section (b) of Section 7.25 below and the applicable Force Majeure provisions, the CONSULTANT shall, in respect of violations that may be imposed by Applicable Law and to the extent due to CONSULTANT's fault, be responsible for: fines, penalties, or damages. Prior to settlement or payment of any such fines, penalties or damages, the CONSULTANT reserves the right to contest government or private actions, suits or proceedings for violations through administrative procedures or otherwise.
- II. To the extent that violations of applicable laws, rules, regulations or permits are caused by failures in the facilities or causes beyond CONSULTANT's control, including the CITY's failure to approve recommended repairs or maintenance, CONSULTANT will use its best efforts to maximize performance of the Facilities but shall not be responsible for associated violations or damages, fines or penalties which result.

2.10 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subCONSULTANT, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition or sexual orientation. CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. CONSULTANT will cause the foregoing provision to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

2.11 CONFLICTS OF INTEREST: CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by CONSULTANT under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this Agreement, CONSULTANT shall not perform any work for another person or entity for whom CONSULTANT was not working at the Effective Date if both (i) such work would require CONSULTANT to abstain from a decision under this Agreement pursuant to a conflict of interest statute; and (ii) CITY has not consented in writing prior to CONSULTANT'S performance of such work.

2.12 PERSONNEL: CONSULTANT represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by CONSULTANT or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. CONSULTANT reserves the right to determine the assignment of its own employees to the performance of CONSULTANT'S services under this Agreement, but CITY reserves the right, for good cause, to require CONSULTANT to exclude any employee from performing services on CITY'S premises. <Name of individual> shall be CONSULTANT'S project administrator and shall have direct responsibility for management of CONSULTANT'S performance under this Agreement. No change shall be made in CONSULTANT'S project administrator without CITY'S prior written consent.

2.13 OWNERSHIP OF WRITTEN PRODUCTS: All reports, documents or other written material ("written products") developed by CONSULTANT in the performance of this Agreement shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY. CONSULTANT may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by CONSULTANT.

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

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

III.
INDEPENDENT CONTRACTOR

3.1 INDEPENDENT CONSULTANT STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent CONSULTANTS and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, CONSULTANT, and SUBCONSULTANT. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, including incurring obligation, debt, liability, or expense on behalf of or against, CITY, whether by contract or otherwise. Unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing. Neither the CITY nor any of its elected officials, officers, or agents shall have control over the conduct of the CONSULTANT, except as expressly set forth in this Agreement. The CONSULTANT shall not at any time or in any manner represent that he is in any manner an elected official, officer, employee or agent of the CITY. Except as provided in this Agreement, CITY shall not pay salary, wages, or other compensation to CONTRACTOR for performance hereunder for CITY. CITY shall not be liable for compensation to CONSULTANT, CONSULTANT'S employees or CONSULTANT'S subcontractors for injury or sickness arising out of performing services hereunder. Further, the CONSULTANT is not entitled to any benefit typically associated with an employee, such as medical, sick leave or vacation benefit.

3.2 The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

3.3 CITY shall not deduct from the compensation paid to CONSULTANT any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to CONSULTANT. CITY shall have no responsibility to provide CONSULTANT, its employees or subcontractors with workers' compensation or any other insurance.

IV.
INSURANCE

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

A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.

B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.

C. Workers' Compensation Insurance/ Employer's Liability Insurance: CONSULTANT shall procure and maintain a policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California. However, if the CONSULTANT has no employees, for example, sole proprietor, or a partner in a firm with only contracted support staff, then Workers' Compensation is not required by the State. CONSULTANT shall be exempt if they are either the owner of the organization or a partner, and are exempt from the State's workers' compensation requirements because they have no employees and agree to hold the Entity harmless from loss or liability for such. A waiver must be signed.

4.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.

4.3 The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

4.4 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and

authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.

- 4.5 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
- 4.6 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subCONSULTANTS or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.
- 4.7 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and the indirect, collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by the insurer to bind coverage on its behalf.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

V. INDEMNIFICATION

- 5.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to this Agreement subject to Paragraph 5.2 and 5.3. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not

enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.

5.2 Work of CONSULTANT's Design Professionals Services: Except for direct claims by the Parties against each other, the duty to indemnify, defend and hold harmless as set forth under this subsection shall apply to the negligence, recklessness or willful misconduct of any individual who qualifies as a "design professional" within the meaning of subsection (c)(2) of section 2782.8 of the California Civil Code in so far as such negligence, recklessness or willful misconduct occurs in the performance work or activities that must be performed by a "design professional." Subject to the limitation of the preceding sentence, to the fullest extent permitted by law, CONSULTANT shall immediately defend and indemnify and hold harmless the CITY Indemnities, defined above, from and against any and all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of the negligence, recklessness, or willful misconduct of CONSULTANT or any of CONSULTANT's officers, employees, servants, agents, CONSULTANTS, subCONSULTANTS or authorized volunteers or any other person or entity involved by, for, or with or on behalf of CONSULTANT in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of CONSULTANT to indemnify, defend and hold harmless pursuant to this subsection includes the duty to defend as set forth in section 2778 of the California Civil Code. CONSULTANT's obligation to indemnify applies except to the extent that it is finally adjudicated that the liability was caused by the active negligence or sole willful misconduct of an indemnified party. If the final adjudication that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then CONSULTANT's indemnification obligation shall be reduced in proportion to the established comparative liability.

5.3 Work of All Other Persons/Not Design Professionals: Except for direct claims by the Parties against each other and as otherwise provided under Section 5.2 of this Article, above, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend (with counsel of the CITY'S choosing) and hold harmless the CITY Indemnitees from and against all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property of every nature arising out of, pertaining to, or caused by CONSULTANT's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, CONSULTANT, SUBCONSULTANTS or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnify, defend or hold harmless for liability, loss, suit, damage, expense, or cost to the extent caused by the negligence or willful misconduct of any or all of the City Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this

subsection is intended to encompass liabilities, losses, damages, expense and costs not otherwise subject to subsection 4.2, above.

- 5.4 CONSULTANT shall reimburse CITY Indemnitees, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 5.5 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 5.6 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subCONSULTANT or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims, demands, costs or expenses, including reasonable attorneys' fees, death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent or otherwise wrongful acts, errors or omissions of CONSULTANT, subCONSULTANT or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 5.7 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 5.8 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.
- 5.9 PERS ELIGIBILITY INDEMNITY: In the event that the CONSULTANT or any employee, agent, or subcontractor of the CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the CITY, the CONSULTANT shall indemnify, defend,

and hold harmless the CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of the CONSULTANT or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, the CONSULTANT and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the CITY, including but not limited to eligibility to enroll in PERS as an employee of the CITY and entitlement to any contribution to be paid by the CITY for employer contribution and/or employee contributions for PERS benefits.

VI.
TERMINATION

6.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of five (5) calendar day's prior written notice of CITY's intent to terminate this Agreement. CONSULTANT shall have the right to terminate this Agreement for any reason on sixty (60) calendar days' written notice CITY. CONSULTANT'S notice of termination without cause shall specify the effective date of such termination, which effective date shall not be less than 90 days from the written notice. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished documents and data, as defined in Section 7.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 6.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

6.2 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 6.2.B and 6.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event

of Default within the applicable cure period or any extended cure period allowed under this Agreement.

B. CONSULTANT shall cure the following Events of Defaults within the following time periods:

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

- ii. Within thirty (30) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 30-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 6.2B.ii that exceeds thirty (30) calendar days from the end of the initial 30-day cure period.

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

C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior

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

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

- 6.3 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.
- 6.4 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.

VII.
MISCELLANEOUS PROVISIONS

- 7.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all materials, equipment, reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyright, design, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subCONSULTANTS and subCONSULTANT working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subCONSULTANT or subCONSULTANT as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.
- 7.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 7.3 NON-LIABILITY OF OFFICIAL AND EMPLOYEES OF THE CITY: No official or employee of CITY shall be personally liable to CONSULTANT in the event of any default or breach by CITY, or for any amount which may become due to CONSULTANT.

7.4 WARRANTIES: Each of the Parties represents and warrants to one another as follows:

- A. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;
- B. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and
- C. It is agreed that each party has the full right and authority to enter into this agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

7.5 FALSE CLAIMS ACT: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated 18 U.S.C., Section 3789a, sec and the California False Claims Act, Government Code Section 12600 et seq.

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

CONSULTANT:
 [NAME AND ADDRESS]
 KOA Corporation
 1100 Corporate Center Drive, Suite 201
 Monterey Park, CA 91754

CITY:
 City of Huntington Park
 [DEPARTMENT]
 6550 Mile Avenue
 Huntington Park, CA 90255
 Attn: [REP FOR CITY, TITLE]
 Phone: (626) XXXXX
 Fax: (626) XXXXX

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

7.7 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.

7.8 **SUBCONTRACTING:** CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subCONSULTANTS), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement with the exception of provisions relating to insurance requirements and indemnification.

7.9 **CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS:** CITY reserves the right to employ other CONSULTANTS in connection with the various projects worked upon by CONSULTANT.

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

7.11 **TIME IS OF THE ESSENCE:** Time is of the essence for each and every provision of this Agreement.

7.12 **GOVERNING LAW AND VENUE:** This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, the venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

7.13 **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.

7.14 **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding on the successors and assigns of the Parties.

7.15 **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.

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7.16 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.

7.17 SEVERABILITY: If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to the Agreement.

7.18 NON-WAIVER: The waiver by CITY or CONSULTANT of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term covenant or condition herein contained. In no event shall the making by CITY of any payment to CONSULTANT constitute or be construed as a waiver by CITY of any breach of covenant, or any default which may then exist on the part of CONSULTANT, and the making of any such payment by CITY with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed to have been waived by CITY or CONSULTANT unless in writing.

7.19 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.

7.20 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

7.21 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.

7.22 MISCELLANEOUS:

A. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.

B. The representations and warranties made by the Parties to this Agreement shall survive the consummation of the transaction herein described.

C. The respective duties and obligations of the Parties hereunder shall be suspended while and so long as performance hereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the control of the party from whom the affected performance was due.

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D. Each Party has cooperated in the drafting and preparation of this Agreement. Therefore, this Agreement shall not be construed against any Party on the basis such Party drafted this Agreement or any provision within it.

7.23 **ENTIRE AGREEMENT:** This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.

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

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

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

DRAFT

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF HUNTINGTON PARK:

[NAME OF CONSULTANT]

By: _____
[REP FOR CITY]
[TITLE]

By: _____

Name: Chuck Stephan, P.E.

Title: Director of CM Division

APPROVED AS TO FORM:

By: _____
City Attorney

DRAFT

EXHIBIT "A"
SCOPE OF WORK
(SEE ATTACHED)

DRAFT

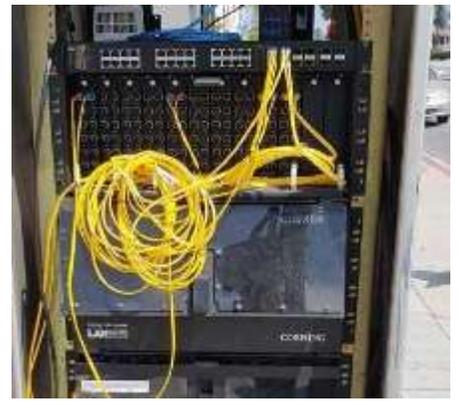
ATTACHMENT "C"

Construction Bids

AVAILABLE FOR REVIEW
IN THE CITY CLERK'S OFFICE

ATTACHMENT "D"

KOA Corporation



PROPOSAL FOR

**Construction Management / Construction
Inspection and Labor Compliance Services for
Signal Synchronization and Bus Speed Improvement
Metro Funded CFP No.: F7312 (CIP No. 2018-05)**



CITY OF HUNTINGTON PARK

January 7, 2019

TO

Mr. Daniel Hernandez
City of Huntington Park
6550 Miles Ave
Huntington Park CA 90255

FROM

Mr. Chuck Stephan, PE, VP
Director of CM Division
1100 Corporate Center Dr Ste 201
Monterey Park CA 91754
T: 323.260.4703
F: 323.260.4705
C: 310.525.0678
cstephan@koacorp.com

**RFP for
Construction Management /
Construction Inspection and Labor
Compliance Services for the Signal
Synchronization and Bus Speed
Improvement Project**

DATE

January 7, 2019

KOA Corporation ("KOA") appreciates the opportunity to submit this proposal to the **City of Huntington Park** for **Construction Management / Construction Inspection and Labor Compliance Services for the Signal Synchronization and Bus Speed Improvement** project. KOA is committed to working seamlessly with your staff and project team to ensure the successful delivery of this project.

KOA has over 100 professional public works planning, engineering, and construction management and inspection staff located only in southern California. We provide services to local agencies in the planning, design, and construction of capital improvement projects. The KOA team, our project systems, and our entire management structure are geared to providing flexible services to public agencies such as yours.

Our proposed Construction Manager is **Chuck Stephan, P.E.** Chuck has 34 years of engineering and construction experience. Our proposed inspector is Mr. **Doug Ramos**, who has over 30 years of experience and is a Level I, II, and III IMSA Traffic Signal Technician. Our backup inspector (to cover sick/vacation/off-shift assignments) is **Keith Laster** with over 25 years of experience and IMSA Certifications. We have additional inspection and professional traffic signal engineering staff available for supporting specialty services as needed.

KOA is registered with the Department of Industrial Relations, DIR # 1000018374 to provide Construction Inspection services.

Chuck Stephan will be the Management Contact and Project Manager for this contract. The contract would be managed through our Monterey Park office at 1100 Corporate Center Drive, Suite 201, Monterey Park CA 91754. You may contact me directly via cell phone at 310.525.0678 or via email at cstephan@koacorp.com. For more information regarding KOA Corporation, see our website at www.koacorporation.com.

Thank you for this opportunity to offer our services to the City of Huntington Park. Should you have questions during the selection process, please contact me at (310) 525-0678. We note that two addenda have been issued for the construction bid for this project, and have reviewed them in preparation of this proposal. We are looking forward to working with the City of Huntington Park on this important project.

Sincerely,



Chuck Stephan, PE
Vice President, Director of CM Division
KOA Corporation

SECTION 1: BACKGROUND

OUR COMMITMENT AND DEDICATION

KOA is committed to providing our construction inspection services to the City of Huntington Park. We will dedicate the necessary resources to complete this assignment on-time and within budget. Be assured that our key personnel will be assigned to each project for its duration and will not be removed or replaced by us without concurrence from the City. We maintain close attention to our clients by tracking our contract budgets and schedules on a weekly basis. We also maintain a 6-month look-ahead by project and personnel in order to proactively identify resource needs and availability.

CONSTRUCTION MANAGEMENT

KOA has been providing Construction and Project Management Services for many types of public works projects for 30 years. Our Construction Managers/ Project Managers/ Inspectors have experience in managing new and refurbishment building projects, municipal water systems, sewers, utilities, electrical construction, bridges, highways, heavy civil projects, roadways, transportation projects, and rail. KOA's construction managers apply many years of experience on Caltrans, municipal, utility and private construction projects. Our team allows you access to some of the most practical Construction Managers and Technicians available. KOA provides all parties with up-to-the-minute information, and is sensitive to the special needs of your community. KOA also provides construction observation services for many types of projects. Our construction inspectors also bring many years of accrued skills in dealing with contractors and keeping the projects on track for timely completion.

CONSTRUCTION INSPECTION AND OBSERVATION

KOA provides construction inspection and observation services for many types of projects. KOA construction observers have experience with bridges, highways, heavy civil projects, roadways, utilities, traffic signals, transportation projects, rail, wharf and port facilities, federally funded projects, and virtually any other type of municipal or public projects. Our construction inspectors bring many years of accrued skills in dealing with contractors and keeping the projects on track for timely completion.

TYPES OF SERVICES

Construction Management

Civil Engineering
Traffic Engineering Transportation
Planning Active Transportation
Highway & Transportation Design
Program Management

YEAR FOUNDED

1987

FORM OF THE ORGANIZATION

S Corporation

LOCATION OF OFFICES

Monterey Park
Orange
Ontario
San Diego

PROJECT OFFICE LOCATION

KOA CM Division
1100 Corporate Center Dr Ste 201
Monterey Park CA 91754
Tel: 323.260.4703
Fax: 323.260.4705

MAIN CONTACT

Chuck Stephan, PE
Construction/Project Manager
Principal Engineer
Cell: 310.525.0678
Ofc: 714.573.0317
cstephan@koacorp.com

SECTION 2: QUALIFICATIONS

KOA is a full service Public Works Transportation Planning, Engineering, and Construction Management firm of over 100 professionals working for public agencies in southern California. KOA has a complete Construction Management division of dedicated professionals, who provide only Construction Management and Inspection services, and have been doing so for 30 years. Our team will provide the City of Huntington Park with a deep field of professionals with broad experience in the disciplines required to successfully complete this project. The KOA team is the right Construction Inspection Consultant to meet the City's objectives, manage and construct the project efficiently and complete the project cost effectively. For this project, our team will be based out of the KOA Corporation main office at 1100 Corporate Center Drive Suite 201, Monterey Park CA 91754. Our field staff will report directly to the project site.

Our proposed Construction/Project Manager is **Chuck Stephan, P.E.** Chuck is a registered engineer with over 30 years of engineering and construction experience. He is the Director of the Construction Management Division at KOA. Chuck has designed, managed, and inspected numerous public works projects including traffic signals, street improvements, and ADA compliance, involving local, state, and federal-aid funding.

Our proposed primary inspector is Mr. **Doug Ramos**, who has over 30 years of experience. Doug's qualifications include:

- Level I, II, and III IMSA Traffic Signal Technician
- Level I IMSA Traffic Signal Inspector
- Corning fiber optic certification training
- Iterus and Econolite video detection training

Doug's work experience includes:

- City of Coachella, ST-68 Traffic Signal Synchronization Project
- City of Anaheim. Brookhurst Street Improvements from Katella Ave to Ball Road, Anaheim, CA
- City of Anaheim IMSA Level III Traffic Signal Technician (1986 - 2014), and Traffic Systems Communications Technician

We have an additional inspectors available if needed to cover sick/vacation/off-shift assignments. **Keith Laster** has over 25 years of experience and IMSA Certifications. Keith's qualifications include:

- IMSA (International Municipal Signal Association) Level I and II
- U.S. Naval Electricians Certification Class Certified in Concrete Testing
- Competent Person training SWPPP, BMP's Training

Keith's work experience includes:

- City of Anaheim – Various Projects, Anaheim, CA: 2002 – 2014, Senior Construction Inspector (signals)
- Wildan & Associates, Anaheim, CA: 2000 to 2002, Public Works Observer
- City of Norwalk, Norwalk, CA: 1993 to 2000, Traffic Signal Technician:

KOA Corporation has provided engineering design, construction management, and construction inspection services for many of traffic signal improvement and synchronization projects for a number of public agencies throughout southern California. We are currently working on the City of Claremont's Foothill Blvd Master Plan which includes traffic signal modification, ITS, and lighting improvements. Some of our projects include the following:

City of Diamond Bar Traffic Management Center Central System

KOA provided technical support to manage the City's Traffic Management Center Central System and other ITS-related services. Our scope of work included Traffic Signal Maintenance and Operation Master Plan (TSOM Master Plan), and TSOM Master Plan update completed in 2016; Inventoried Citywide Roadway Network & Existing Signal Equipment; Remote TMC Monitoring and Control of 60 City Signals; Development of City Traffic responsive System.



City of Coachella TSSP Project

KOA provided traffic engineering services for the City of Coachella Traffic Signal Synchronization Project. Our scope of services included preparation of communication system, traffic signal modification and TMC plans, construction management and inspection. The project consisted of installation of a new fiber optic communication network along two major corridors in the City with connections to a new TMC at the public works building as well as a separate work station at City Hall. It also required integrating the existing ITS field elements into the new network. We provided signal timing and coordination along the project corridors as well as fine tuning the timing as needed after implementation. The project improvements called for controller upgrades, ITS hardware & software upgrades, CCTV, Video detection, new 72 single mode fiber optic interconnect of all City intersections, redundant wireless interconnect and migrated the City to the new McCain 2070ATC controllers running the Omni eX program monitored on Transparency TMC central system software.

Claremont Foothill Blvd Master Plan

KOA was retained by the City to prepare plans, specifications and estimates (PS&E), and provide Construction Management and Inspection services to implement the Foothill Boulevard Master Plan in the City of Claremont. The project is contained to a two mile stretch along Foothill Boulevard between Town Avenue and The City Boundary. The project includes roadway improvements, bio-swales, storm drains, bicycle lanes, separated bicycle lanes, intersection bulb-outs, median and parkway landscaping, traffic signal modification, ITS, sidewalk improvements, and street/pedestrian lighting. The project is currently in construction.

City of Azusa Traffic Management System Project

KOA provided traffic engineering, construction management and inspection services to the City of Azusa for their Traffic Management System Project. Our scope of work included preparation of an ITS master plan which provided the City an assessment of their current traffic signal equipment and recommended ITS improvement opportunities, communication, traffic signal, real-time monitoring systems, and signing and striping design plans, specifications and estimates and multi-agency coordination (Caltrans, Los Angeles County, Metro, SCRRRA and neighboring cities).

City of Long Beach Corridor Traffic Signal Improvements

KOA served as the prime consultant of the project that provided controller upgrades, transit priority programming, and timing optimization for a total of 101 City intersections for improved vehicle, bus and light rail operation. The project included the north-south corridors for the "Metro Blue Line" light rail intersections along the Long Beach Boulevard (32 signalized intersections) and Atlantic Avenue (52 signalized intersections) corridors, along with the re-timing of four important east-west downtown cross corridors (17 signalized intersections). Metro "Blue Line" intersections were upgraded with 2070 LX controllers with D4 program and transit priority programming. A total of 25 Atlantic Avenue intersections were upgraded with 2070 LX controllers with McCain's Omni eX programming and nine (9) with D4 programming. As the prime consultant, KOA provided the traffic signal synchronization services, multimodal travel time runs and for before and after studies, controller timing sheet conversions, controller implementation, and PS&E design review support.

Beverly Boulevard Traffic Signal Synchronization Project: Whittier, Pico Rivera, Montebello & Los Angeles County

Bellflower Boulevard Traffic Signal Synchronization Project: Bellflower

Artesia Boulevard Traffic Signal Synchronization Project: Artesia

Whittier Lambert Road TSSP: Whittier, Ca

Fair Oaks Avenue Traffic Signal Synchronization Project: Fair Oaks

Garvey Avenue Traffic Signal Synchronization Project: Los Angeles County

Garfield Avenue Traffic Signal Synchronization Project: Los Angeles County

Foothill Boulevard Traffic Signal Synchronization Project: Los Angeles County

Beverly Boulevard Traffic Signal Synchronization Project: Los Angeles County

Central Avenue Traffic Signal Modification And Fiber Optic Interconnect Plan: Glendale

SECTION 3: PROJECT APPROACH

The City of Huntington Park plans to construct traffic signal improvements at 14 signalized locations (10 intersections, and 4 mid-block crossings) on 3 street corridors, including changeable message signs; installation of Type 170 controller in type 332 cabinet; replacement or installation of various signal heads installation of Ethernet broadband radio wireless interconnect systems and antennae; installation of battery backup systems and installation of video detection. Various striping improvements will be placed throughout the three street corridors, consisting of Pacific Blvd from Slauson Avenue to Florence Avenue, Miles Ave from Slauson Avenue to Florence Avenue, and State Street from Slauson Avenue to Florence Avenue. The construction work is out to bid, with bids due on January 9, 2019. The engineer's estimate is \$900,000. The contracting period is 120 working days, with award planned by February 2019. This is a Metro funded project. KOA's overall objective is to provide scheduling expertise, excellent documentation and superior knowledge of the contract documents to oversee the contractor and enable us to effectively manage claims and all other areas of the contract including schedule, budget, client relations, quality, safety, RFIs and submittals. **KOA can provide additional design/constructability review and construction/traffic signal engineering assistance as needed.**

Our first work assignments will include collating, reviewing and organizing all construction documents, coordinating with utilities and key stakeholders, and facilitating the Contractors submittals, especially for scheduling and phasing, including long-lead procurement items. We note that traffic signal equipment currently has a long lead delivery time—approving and ordering long lead materials will be critical to the successful completion of this project on time. A preliminary Notice to Proceed can be issued prior to the official start of work to expedite procurement. Outreach and coordination with public transit and stakeholders will likewise be critical to the success of the project. We will photograph the entire site to document existing conditions prior to construction.

Following the initial project startup tasks and NTP, KOA with the Contractor will conduct a detailed site investigation and we will document existing facilities, and coordinate responses and clarifications to develop a complete plan of action. Work affecting signal operations will be coordinated well ahead of time with the City and the City's traffic signal operator. Work will then commence in accordance with an orderly phasing plan. The phasing plan will implement the work in stages while maintaining minimal disruption for public travel and adjacent commercial businesses. The Contractor will be required to submit the schedule and phasing plan, periodic updates, stormwater protection plan, material submittals, look-ahead schedule, material certificates, Certified Payroll reports, workforce labor and equipment, and other required documentation for itself and each subcontractor.

CONSTRUCTION MANAGEMENT

The CM will oversee the project construction, schedule, and costs to complete the work in accordance with contract documents, in a timely and cost effective manner. Specific work will include the submittal, review, comment, and approval of submittals, shop drawings, RFI's, CO's, schedule, phasing, notifications, pay requests, WSWD, material testing, and project close-out including punchlist, As-builts, reports, photos, certifications, monumentation, and final payment.

CONSTRUCTION INSPECTION

The CI will provide for full-time on-site documentation of the construction process at all times while the Contractor is working. He will coordinate with the CM, the City's project manager, testing firm, and stakeholders. Tasks will include daily reports, photo/video documentation, receive material certificates, verify submittals, relay directions and notices, verify notifications and posters, monitor safety, traffic control, phasing, and NPDES compliance, and verify ADA compliance.

LABOR COMPLIANCE

KOA will ensure that the Contractor has submitted the appropriate Prevailing Wage Certified Payroll reports to the State Department of Industrial Relations. Prevailing wage information will be compared to the Construction Daily Reports noting employee, work category, and hours worked, and the Prevailing Wage rate database applicable to the project. We will verify that the employees are paid the minimum required amount for the hours and categories worked.

SECTION 4: PERSONNEL

CHUCK STEPHAN, PE

PRINCIPAL-IN-CHARGE / PRINCIPAL ENGINEER / PROJECT MANAGER

- Specializes in Project Management, Civil Engineering Design, and Construction Management for municipal Capital Improvement Projects, including pavement design and rehabilitation; ADA improvements; water pipelines; storm drain and sanitary sewers; medians and landscaping; parking lots; site improvements; plan checking; NPDES requirements.
- Provides staff assistance to municipal engineering departments on temporary or part-time basis as needed; provide staff training in project management, design, and construction management skills.
- Manages various funding sources including local, state, and federal-aid projects; SR2S; SRTS; STPL; various grant applications and reimbursement requests.

RELEVANT EXPERIENCE

Director of Construction Management Division/ Project Manager/

Construction Manager, KOA Corporation Provide the daily management of Division operations, personnel, and administration. Provide project specific on select Construction Management assignments. Currently wrapping up CM and Labor Compliance on four concurrent federal-aid traffic signal improvement projects for the City of Garden Grove.

Engineering Services, Program Management, Project Management, Design, and Construction Management, La

Habra, CA For more than ten years, Mr. Stephan provided engineering services to the City of La Habra Department of Public Works for the management, design, and construction of various public works capital improvement projects and studies. These projects and services have included annual pavement rehabilitation projects, annual water main replacement projects, arterial rehabilitation projects with federal-aid funding, intersection improvements with federal-aid funding, pedestrian facilities (curb, gutter, sidewalk, ADA ramps) with Safe Routes to School funding, alley reconstruction with CDBG funding, plan checking, bid assistance, federal-aid reimbursements, park facility ADA improvements, athletic fields, survey staking, and storm drain improvements

Engineering Services, Program Management, Project Management, Design, and Construction Management,

Torrance, CA Interim Project Manager. Mr. Stephan provided engineering services to the City of Torrance Department of Public Works for the management, design, and construction of various public works capital improvement projects and studies. Projects included: annual pavement rehabilitation projects; annual water main replacement projects, arterial rehabilitation projects with federal-aid funding, street widening and intersection improvements with federal-aid funding; pedestrian facilities, plan checking, bid assistance; federal-aid reimbursements and storm drain improvements.

Three federal-aid Traffic Signal Improvements, and 612 Ped Head Installations, City of Garden Grove

Harbor Boulevard and Lambert Road Intersection Improvements, City of La Habra, CA

Whittier Boulevard and Beach Blvd Intersection Improvements, City of La Habra, CA

Brookhurst Street Improvements from Interstate 5 to SR-91, City of Anaheim, CA

Valley Drive & Aviation Blvd, Manhattan Beach, CA

Street Rehabilitation and Water System Improvement Project, Monterey Park, CA

EDUCATION

BS, Agricultural Engineering,
California Polytechnic State
University, San Luis Obispo, CA

REGISTRATIONS

Professional Engineer (Civil), CA
#C50481

Professional Engineer (Civil), HI
#PE-8432(CE)

American Public Works
Association

OSHA 10 hour Safety Training



DOUG RAMOS

CONSTRUCTION INSPECTOR / ELECTRICAL, TRAFFIC SIGNALS, FIBER

Mr. Ramos has over 30 years of experience in public works construction, traffic systems communications, inspection and oversight on various traffic signals, CCTV, CMS, Fiber Optic, and all communications and pertinent devices. He worked for the City of Anaheim as an IMSA Level III as a systems technician and inspector for nearly his whole career. He has overseen small to large City Traffic Signal Improvement projects, inspections, maintenance and oversight of closed circuit camera systems, fiber optic cable installations, and various other signal synchronization and electrical projects throughout the City in his career.

City of Coachella ST-68 Traffic Signal Synchronization Project KOA provided ITS and signal design services and construction inspection for the Traffic Signal Synchronization and ITS Infrastructure Phase I Deployment of the City’s ITS Master Plan. Mr. Ramos provided construction field inspection of the signal controller, fiber optic cable installation, and the construction of the new traffic management center of the project. The scope included complete construction documents (PS&E) for controller upgrades, ITS hardware & software upgrades, new 72 single mode fiber optic interconnect of all City intersections, redundant wireless interconnect and the PS&E to construct a new Traffic Management Center (TMC). The project will migrate the City from Type 170 controllers with BI Tran 233 to the new McCain 2070ATC controllers running the Omni Ex program and Transparity TMC central system software. The TMC PS&E includes the design for a 3x2-47” flat panel live video wall for the operation center and server room in support of a central signal control, remote access of video detection and CCTV pan tilt zoom cameras. Signal synchronization and timing Implementation for 16 City traffic signals is included, as well as timing implementation and training for City staff for TMC operation.

Brookhurst Street Improvements from Katella Ave to Ball Road, Anaheim, CA KOA provided reconstruction and widening of Brookhurst Street with the construction of two additional travel lanes and class 2 bikeways. The work on this major Anaheim trunk road included new traffic signals. Mr. Ramos provided the traffic signal and electrical inspections on this project.

City of Anaheim IMSA Level III, Anaheim, CA (1986 - 2014): Douglas Ramos has implemented and performed traffic signal preventive maintenance programs as a Systems Technician and In-house Inspector for 30 years in the City of Anaheim. Included in these duties were inspections and oversight, 24 hour stand by on-call, troubleshooting and repair of all city traffic signals, CCTV, CMS and communications of all pertinent devices. He performed shop burn in and cabinet testing of new controller cabinets and fiber optic systems for contractor and city installations. He assisted in new and existing conflict monitor testing program. He provided inspections, over site and supervision of field and cabinet modifications by contractors. Performed field modifications including installing police control panels and additions of phasing and detection systems. Installed and replaced video detection cameras, programmed detection zones and updated software. He performed USA alert field marking and he performed controller cabinet replacements and oversight in the field. He also worked as a Level I and II IMSA for the City in his earlier years. He completed inspection reports, worked with various other stakeholders, coordinated with contractors, and maintained project files.

City of Anaheim - Traffic Systems Communications Doug assisted with citywide implementation of communications network first with cable and then fiber, including a traffic management center, all traffic signals, CCTV, and CMS. He assisted with the traffic management center including cable routing and terminations etc. He performed fiber optic cable inspections and installations including routing cable in conduit runs, installing connectors, fusion splices, light meter testing and OTDR testing. Supervised and inspected fiber installations city wide. Installed fiber for two Anaheim Fire Stations including connectors, interface equipment and establishing communications to city network. He also, Installed CCTV in various locations within the city including fiber and inspected and established communications to the TMC.

City of Anaheim – Other City Projects Supervised, Inspected, and assisted to update surrounding traffic systems infrastructure when the Disneyland California Adventure was built. Work included traffic signal, CCTV, CMS and fiber optic communications installations. Supervised and assisted with the Katella street widening project in the city's Platinum Triangle area, included installing fiber, CCTV, CMS and traffic signal modifications. He supervised new city wide LED Illuminate Street Name Sign project, new LED CMS and lane directional arrow signs for new ARTIC transit station and Douglass street entrance to Anaheim Stadium.

<p>EDUCATION Cypress Junior College - 2 Years of Junior College</p> <p>CERTIFICATIONS Level I, II and III, IMSA Traffic Signal Technician. Level I IMSA Traffic Signal Inspector. Corning fiber optic certification training. Iterus and Econolite video detection training</p>

KEITH LASTER

SENIOR CONSTRUCTION INSPECTOR / TRAFFIC SIGNALS

PROFESSIONAL EXPERIENCE

Mr. Laster has over 25 years of inspections experience in the private and public sector with an extensive knowledge in supervising inspections, construction/project management and area supervision. He has strong communications and people skills that compliment his ability to mentor and coach others. His core values include having a good work ethic, being positive and caring, and doing what is right. His written and oral communication, organization skills and follow through are personal strengths that add value to his work.

PROJECT EXPERIENCE

City of Anaheim – Various Projects, Anaheim, CA: 2002 – 2014 - Senior Construction Inspector - Oversee all traffic signal installations/modifications in the City, ITS systems and communications (FOC as well as CCTV). He takes projects from plan check to award, pre-construction meeting, construction build out along with progress payments to post construction. He maintains accurate daily reports and maintains accurate as-built plans. Responsible for the Western section of the City of Anaheim, work that includes interacting with residents, builders and contractors, utility companies (AT&T, Gas Company, Electric Utility Companies), and coordinating with soils and materials testing firms and providing the City with assistance in delivering projects on time and under budget, while complying with city standards. During his time at the City of Anaheim, he has received several letters from residents to the Mayor complementing him on his outstanding customer service.

Wildan & Associates, Anaheim, CA: 2000 to 2002 - Public Works Observer – Responsibilities included: Provide public work inspection services for clients and conduct inspection and materials used in the construction and/or resurfacing of streets, traffic signals, sidewalks, curb and gutter, sidewalks, handicap ramps, asphalt repairs, parks, lighting structures and other improvements. Maintain accurate records and daily reports, documenting and reporting of correspondence to consulting with developers, contractors and homeowners in collaboration of improvement sites. Review of plans and specifications, soils reports, track submittals and any extra work, and checks for compliance with codes.

City of Norwalk, Norwalk, CA: 1993 to 2000, Traffic Signal Technician: Responsibilities included: Maintaining, repair and inspection of all signals and street lighting. Utilized knowledge of materials, methods and safe practices, developed and implemented sound plans for assignment of crews and assured timely completion and submittal of reports. Knowledge of volt horn, amp meters, triplet and meggers, and responding to emergency signal calls involving pole and equipment knockdowns, intersections, in-flash, accidents, and conflict management.

EDUCATION

Rancho Santiago College
Coursework 8 Construction
Inspections Courses

CERTIFICATIONS

IMSA (International Municipal
Signal Association) Level 1and II
U.S. Naval Electricians
Certification Class Certified in
Concrete Testing
Competent Person training
SWPPP, BMP's Training

SECTION 5: QA/QC

KOA has strong quality control procedures in place that all staff are required to follow. For each project, we develop a quality control implementation plan for which we obtain approval from the client. Once the QA/QC plan process is approved by the client we implement it and follow through the entire phase of the project.

Our initial effort will be to collate and review all construction contract documentation. We will organize and outline required work, submittals, procedures and documentation required by the Contractor. We will provide clarification and appropriate responses to Contractor Requests for Information, Construction Change Orders, unclear or ambiguous work, and problem situations in the field (NOTE: KOA has traffic signal engineers on staff who can provide an optional engineering review of the PS&E, and our construction managers can provide a complete constructability review of the construction documents).

A part of the QA/QC effort will be to produce material certificates and/or test reports verifying that construction materials meet the specified requirements. We will coordinate material testing in accordance with the City's approved Quality Assurance Program. KOA will coordinate QA/QC activities on a daily basis and review activities as they happen, to make sure that QA/QC procedures are followed and deficiencies are resolved in a timely and efficient manner. The CM will maintain a chronological log of all records. Rejected work will be thoroughly documented, photographed, and tracked until repaired or replaced to the satisfaction of the City. The primary objective of KOA's quality control program is to ensure that every aspect of the work is constructed in accordance with the contract documents and approved submittals, in compliance with the applicable code and to industry standards.

KOA Corporation is reputable for producing high quality work products. We have numerous repeat public clients in the County of Los Angeles and elsewhere who appreciate the quality of work and services that we provide. KOA has established a thorough in-house quality control manual. The primary objective of KOA's quality control program is to ensure that every aspect of the work is constructed in accordance with the contract documents and approved submittals, in compliance with the applicable code and to industry standards. In addition, that it is performed consistent with the owner's expectation.

The customized QA/QC plan that we will prepare for this project will include the relevant elements of KOA's standards that have been developed over the years with client feedback, industry standards, and lessons learned. Understanding the expectations of the client and stakeholders in advance ensures that the submittals will meet those expectations.

Review of Plans and Specifications

KOA Corporation has reviewed the construction bid documents (plans and specifications) with our traffic engineers. We submitted their concerns to the City in the question period. The City issued construction addenda #2 to address some of those concerns. We would comment that the plans and specifications do have some items that will most likely result in the need for a number of clarifications, Requests for Information, and requests for Change Orders--including the existing condition of conduits, conductors, utilities, and equipment that will affect the actual work, and the wireless interconnect system. The City should plan on setting aside a significant contingency for addressing these items and unforeseen conditions that will be determined during construction. KOA can provide additional design review, traffic signal engineering, and consultation services if desired. We have set aside additional coordination services in our proposed scope of services that we expect will be needed for this project.

SECTION 6: REFERENCES

CITY OF GARDEN GROVE

Ken Vu
 11222 Acacia Parkway
 Garden Grove, CA 92840
 Phone: (714) 741 - 5200
kenv@ggcity.com



CITY OF RANCHO PALOS VERDES

Natalie Chan, PE, QSD
 30940 Hawthorne Blvd
 Rancho Palos Verdes CA 90275
 Phone: (310) 544-5289
nataliec@rpvca.gov



CITY OF REDONDO BEACH

Javier Urista
 415 Diamond Street
 Redondo Beach CA 90277
 Phone: (310) 372-1171
javier.urista@redondo.org



CITY OF ANAHEIM

Robert Luciano
 200 S Anaheim Boulevard
 Suite 276
 Anaheim, CA 92805
 Phone: (714) 765-5176
 Fax: (714) 765-5225
RLuciano@anaheim.net

SECTION 7: FEE

The proposed fee has been attached in a separate envelope.



Los Angeles County Office | Corporate 1100
Corporate Center Drive, Suite 201 Monterey
Park, CA 91754
P 323.260.4703
F 323.260.4705

Orange County Office
2141 W. Orangewood Avenue Orange, CA
92868
P 714.573.0317
F 714.573.9534

San Bernardino County Office
3190 C Shelby Street Ontario, CA
91764
P 909.890.9693
F 909.890.9694

San Diego County Office
5095 Murphy Canyon Road, Suite 330 San Diego,
CA 92123
P 619.683.2933
F 619.683.7982

www.koacorp.com



Infrastructure Engineers

January 7, 2019

City of Huntington Park
Office of the City Clerk
Attention: Daniel Hernandez, Director of Public Works
6550 Miles Avenue
Huntington Park, CA 90255

Subject: Proposal for Construction Management/Construction Inspection and Labor Compliance Services for Signal Synchronization and Bus Speed Improvement METRO Funded CFP No. F7312 (CIP No. 2018-05)

Dear Mr. Hernandez,

We are pleased to provide the attached proposal in response to the subject RFP for construction management, observation, and labor compliance for this project, which consists of signal synchronization of ten intersections, reconfiguration of traffic lanes and the installation of three changeable message signs (CMS), and all associated signal and CMS equipment, along Pacific Boulevard.

We believe every project warrants cost-effective approaches with innovative and creative ways to construct projects successfully. We fully understand that a construction project of any type must meet the expectations of the City and end users, typically travelers and commuters as well as residents and business owners, while minimizing construction impacts as the project progresses. In addition, we understand how to advocate for the City's best interests, while providing diplomatic management of the construction process.

To provide the City with successfully reconfigured and synchronized intersections, we have put together a team with extensive knowledge and experience in construction management and observation of similar intersection projects. In addition, our team has successfully completed construction of dozens of projects financed by federal, state, and local funds, including LA METRO.

Hany Henein, PE, LS, our proposed Construction Manager. Hany has more than 40 years in construction management. Hany's resume illustrates his depth of experience, including his knowledge of grant administration; he has successfully passed three Caltrans grant audits. Our team also includes Malcolm Weatherbie, a 7-year electrical journeyman who provides all facets of public works projects construction inspection on behalf of our city clients.

Per the RFP, we acknowledge that no addenda were issued for this RFP. This proposal will be valid for a period of 90 days from the due date.

We look forward to continuing to serve the City of Huntington Park by providing you with successful projects that enhance the neighborhoods and the traveling experience of your community. If I can be of any assistance during the evaluation of this proposal, I can be reached at 714-940-0100, ext. 5120 or via email at sforster@infengr.com.

Sincerely,
Infrastructure Engineers



Steve Forster
Senior Vice President

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Infrastructure Engineers' Background

Infrastructure Engineers was established in 1994 for the sole purpose of providing professional engineering and municipal services to cities in Southern California. From the beginning, we have been committed to making a difference in the communities we serve by helping cities maintain and improve their infrastructure and by supporting their capital improvement programs.

Our staff of professionals have been employees of cities or have been in managing or supporting roles as out-sourced contractors to cities. They all thoroughly understand city operations, budgets and priorities, which allows us to be a strong advocate for you.

Because assisting cities is all we do, we know your concerns about schedules, budgets, and keeping change orders to an absolute minimum. We consider these concerns in every project we engineer and oversee. And because we take our clients' projects from preliminary design through construction, we know what snags can trip up project progress and budgets – we are able to be proactive in avoiding these hazards.

Over the past two decades, Infrastructure Engineers has grown to become the premier provider of municipal services to cities throughout

The AAE [dba Infrastructure Engineers] design team has performed very well in partnering with staff and working as an extension of staff to perform quality work for the city of Anaheim. I appreciate the high integrity that the AAE design team has shown by always honoring and even over delivering on its commitments. It has been a pleasure working with AAE.

-- City of Anaheim - Rudy H. Emami, PE, Public Works Director

Southern California, with a focus on outstanding quality and client service in civil engineering, construction management, inspection, and city staff augmentation. Today, we offer a full spectrum of services to the City of Huntington Park:

- ◆ Civil Engineering Planning & Scheduling
- ◆ Construction Management
- ◆ Inspection and Management
- ◆ Architecture and Facilities Design
- ◆ Planning and Development
- ◆ Traffic and Transportation Engineering
- ◆ Building and Safety
- ◆ Engineering and Building Plan Check Services
- ◆ Funding Administration
- ◆ Public Relations
- ◆ NPDES Implementation and Management
- ◆ Staff Augmentation

Every element of Infrastructure Engineers is structured to commitment and technical excellence with an emphasis on meeting your needs. We continually strive to be the best in our market by focusing on quality, efficiency, and cost-effectiveness as well as complete and timely delivery. Infrastructure Engineers has a dedicated and skilled staff of experienced professional engineers, building officials, construction managers, project managers, inspectors, plan checkers, technicians, project managers, and support personnel who are capable of providing complete turnkey services.

Qualifications and Experience of Proposed Personnel

The following matrix provides a brief summary of the relevant work experience, work history, training, education, and special certifications of our proposed team.

Staff Name, Role & Credentials	Experience
<p>Hany Henein, PE, LS <i>Construction Manager</i> Education: BS, Civil Engineering Registrations/Certifications: Registered Civil Engineer, CA, No. 33090 Years of Experience: 42</p>	<ul style="list-style-type: none"> ◆ Construction Manager, Long Beach Blvd, Phase I and Phase II, City of Lynwood ◆ Construction Manager, Washington Boulevard Rehabilitation and Pedestrian Improvement, City of Montebello ◆ Construction Manager, Maine Avenue Improvement Project - CM & Inspection Services-Phase I, City of Baldwin Park ◆ Construction Manager, Various Street Improvements Project, City of Montebello
<p>Malcolm Weatherbie <i>Construction Inspector</i> Education: Associated Builders & Contractors, Inc. So. California Journeyman Electrician and Construction Inspector Years of Experience: 7</p>	<ul style="list-style-type: none"> ◆ Construction Inspector, Long Beach Boulevard Street Improvements Phase 1, Tweedy Boulevard to Imperial Highway, City of Lynwood ◆ Construction Inspector, Pavement Repairs and Skin Patch of Various Streets CDBG Zone, City of Montebello ◆ Citywide Safety Enhancement - ATP, City of Bell Gardens ◆ Smart Parking Upgrades to Transit Center, City of Baldwin Park ◆ 10th Street Improvements, City of Montebello

Office Location of Staff

Our proposed staff are located in our San Gabriel Valley office:
 13200 Crossroads Parkway, Suite 400
 Industry, CA 91746
 Phone: 626.544.0400

Our subconsultant, Avant Garde, is located in Pomona:
 3670 W. Temple Ave, Ste 278
 Pomona, CA 91768
 Phone: 909.979.6586

Infrastructure Engineers Qualifications and Experience

Opticom Emergency Vehicle Preemption Project, City of Bell Gardens

The City of Bell Gardens received Highway Safety Improvement Program (HSIP) funds for an Opticom Emergency Vehicle Preemption Project. The project included installation of Opticom detectors on mast arms or traffic signal posts, installation of Opticom controller equipment in existing control boxes, connecting Opticom controller equipment to Opticom detectors and removal of the existing conduit and replacement with new conduits, when necessary. The improvements were conducted at six intersections. Infrastructure Engineers provided design, project management, construction management and inspection, and funding administration and compliance for the project.

Santa Anita-Fawcett/Merced Traffic Signal Improvements, City of South El Monte

Infrastructure Engineers provided bid assistance, project manager and construction management, and inspection services for this traffic signal improvement project. The project consisted of traffic signal improvement and ADA access ramps at the intersection of Santa Anita Avenue and Fawcett Avenue-Merced Avenue. The scope included the purchase and installation of new traffic signal poles, mast arms, and signal heads to provide protected left-turn phasing for Santa Anita Avenue traffic. The work was scheduled to accommodate the long lead time required for the manufacture of the traffic signal equipment.

Maine Avenue Complete Street Project, City of Baldwin Park

This project is a safety and active transportation project that will add bicycle lanes, ADA required ramps and remove sidewalk impediments along Maine Avenue between Arrow Highway and Los Angeles Street (1.02 miles). The project is an intersection channelization project that consists of the upgrade of traffic signals, construction of sidewalks, bulb-outs, and curb ramps and traffic signs and striping.

New Traffic Signal at the Intersection of Garfield Avenue and Madison Avenue, City of Montebello

Infrastructure Engineers provided construction management and inspection services for this project that included installation of a new traffic signal at the intersection of Garfield Avenue and Madison Avenue. Work was comprised of all the associated equipment and electrical

components (video vehicle detection system, LED systems, cabinets), painting of curb, traffic striping of the roadway, installation of markers and roadway markings, and all other required equipment to ensure the proper and intended operation.

Traffic Signals at Various Locations, City of Bell Gardens

As an exclusive municipal contract provider, Infrastructure Engineers provides a number of services to the City of Bell Gardens. These services include construction management, construction inspection, traffic engineering, municipal engineering, staff augmentation, and building and safety services. Infrastructure Engineers staff provided construction management and inspection for the installation of new signal poles, equipment cabinet, camera, and street name signs at Ajax Avenue and Jaboneria Street; provided project management, construction management, and inspection services for an emergency traffic signal on Garfield Avenue at Fire Station No. 39; provided project management, construction management, and inspection services for a traffic signal at Gage Avenue and Specht Avenue.

Design, Construction Management, and Construction Inspection – Six New Signals, City of Calexico

As a preferred provider of engineering design and construction management services to the City of Calexico, Infrastructure Engineers has had the privilege of being involved in several projects for the City, including a major redevelopment project for the City's Gran Plaza project and all the many offsite mitigation measure improvements. Infrastructure Engineers provided construction management of the 2nd Street Widening and Realignment project, which included six new traffic signals.

Mines Avenue Street Improvements (Montebello Blvd.-Greenwood Ave.), City of Pico Rivera

Mines Avenue was to become a transit route after completion of this project. The City intended to narrow down Mines Avenue by the installation of traffic calming features. Traffic signals at the intersection of Rosemead Boulevard and Mines Avenue were modified to fit the new curb lines of the street in addition to adding LED countdown pedestrian head, LED yellow lights, and replacement of traffic loops. The modified traffic signals were also be equipped with a battery back-up system. Infrastructure Engineers provided design, PS& E, project and construction management and inspection.

Project Approach

We liken the role of the construction inspector to that of a juggler. It takes the talent of a juggler to manage project schedules, work performance quality, safety oversight, inquiries from stakeholders, documentation review, and materials to see a project through to successful completion. The construction manager and inspectors at Infrastructure Engineers are all veteran jugglers; each staff has decades of experience in construction inspection - they have fine-tuned the art of juggling competing issues and interests while, above all, being your advocate.

Task 1 - Construction Management and Construction Inspection (CM/CI) Support Services

Infrastructure Engineers will provide the City with the following construction management and inspection services during the construction phase of the program:

- ◆ Inspection of traffic signal improvements and appurtenant equipment, traffic control, utility protection (with relocation if required) and project quality control.
- ◆ Oversight of specialty inspections, City retained, for concrete work, electrical/telemetry, structural, and equipment testing and schedule the appropriate inspector and associated certification for the task being supervised.
- ◆ Document management (i.e., shop drawings, Request for Information (RFI), change orders, monthly reports, progress payments, memos, meeting minutes, etc.).
- ◆ Constructability reviews.
- ◆ Schedule and chair a pre-construction meeting with City, affected agencies and contractor and prepare meeting minutes.
- ◆ Coordinate site mobilization of contractor.
- ◆ Provide and maintain contract administration and full-time project inspection.
- ◆ Review contractor's CMP schedule and monitor updates on a weekly basis.
- ◆ Prepare comprehensive monthly reports with construction updates; monthly reports will consist of the progress, compliance, issues with their corresponding solutions, submittal log sheets, change order log reports, clarification log report, testing log report, photos, etc.
- ◆ Evaluate all contractor claims and coordinate the resolution of conflicts in the plans or specifications, contractor-suggested design changes, and design changes necessitated by unforeseen field conditions.
- ◆ Establish and implement procedures for processing and expediting RFI, Requests for Clarifications (RFC), shop drawing submittals, material and equipment sample submittals, contract schedule adjustments, change orders, substitutions and payment requests.
- ◆ Verification of materials and construction equipment, all facility construction, street restoration and site improvements.
- ◆ Verify contractor protection of existing survey monument and their restoration.
- ◆ Ensure compliance with all permitting requirements, agency requirements and local regulations.
- ◆ Monitor contractor's safety program and performance as required for compliance with Cal/OSHA.
- ◆ Monitor the maintenance of the project record drawings during construction and the final preparation of as built drawings after project completion.
- ◆ Prepare final punch list and verify completion of punch list items by contractor for final acceptance by City.
- ◆ Assist in project closeout and assemble all warranties, guarantees, operation and maintenance manuals and final plans.
- ◆ Submit final construction management report summarizing the project history, including major problems, claims and recommendations, corrective actions taken.

Task 2 – Labor Compliance Support Services

- ◆ Determine the specific labor standards parameters applicable for the construction project.
- ◆ Notify appropriate state agencies of project awards within five days of award; set up and maintain all compliance files and documents relating to prevailing wage activities; and set up and maintain labor standards enforcement files for contractor and all subcontractors.
- ◆ Monitor project compliance with the payment of prevailing wage rates
- ◆ Disseminate and post wage determinations applicable to project
- ◆ Ensure that certified payroll records are submitted by prime contractors and their subcontractors
- ◆ Conduct employee field interviews to confirm worker classification and wage rate of the project workforce conforms to the applicable Davis-Bacon Wage Decision
- ◆ Reconcile weekly certified payroll reports (CPR) and supporting documentation with wage decision and employee field interviews. Perform continuous and timely monitoring reviews of CPRs and related submissions for compliance

- ◆ Monitor the submittal of training fund contribution reports
- ◆ Monitor workforce utilization reports to verify trade and apprenticeship participation
- ◆ Identify violations and investigate complaints of underpayment to workers
- ◆ Notify the City regarding delinquent, uncertified, inaccurate, or improperly completed payroll records and recommend appropriate corrective action for lack of strict compliance
- ◆ Wage underpayment and restitution activities; reporting of funding requirements; close-out of fund compliance process
- ◆ Provide detailed report on compliance documents submitted by each participating contractor and subcontractor.
- ◆ Provide the City with a Prevailing Wage Compliance Release Form for each contractor and subcontractor as evidence they have met their prevailing wage compliance obligations.
- ◆ Upon completion of the project, files are provided to the City.

Proposed Personnel

This section presents resumes for our Construction Manager and our Construction Inspector as well as our subconsultant staff.

Hany Henein, PE, LS – Construction Manager

Education:

BS, Civil Engineering

Registrations/Certifications:

Registered Civil Engineer, CA,
No. 33090

Years of Experience: 42

Hany Henein has more than four decades of civil engineering design and land development experience that spans all areas of public works engineering. He designs, directs, and manages a wide variety of CIP projects - planning, directing, and managing all activities for a variety of CIP and maintenance projects, including the preparation of plans, specifications, designs, cost estimates, bid packages, and schedules.

Hany reviews and checks subdivision tract and parcel maps, lot line adjustments, map corrections, and easement deeds prior to their recordation. He has been responsible for checking engineering

improvement plans, such as grading, street improvements, storm drain, water, sewer and reclaimed water, and their related bonds to insure proper inclusion and conformance to necessary public works and city standards.

Hany ensures the quality and cost effectiveness of the work of contracted engineering firms by developing and reviewing their contract documents, monitoring, reviewing, and approving all submittals, including construction plans, cost estimates, environmental documents, surveys, and technical specifications.

Relevant Experience

Construction Manager, HSIP Cycle 5 - Southwest Corner of Imperial Hwy and Martin Luther King Blvd, City of Lynwood.

Responsible for construction management of this project, which entails safety improvements to the intersection of Imperial Highway and Martin Luther King Boulevard. The project consisted of the installation of a raised median island in the center with a two-way left-turn lane to provide pedestrian refuge. This also required restriction of left-turns from Stockwell Drive to Martin Luther King, Jr. Boulevard. A traffic signal was modified to provide protected left-turn phasing. Protected phasing improves intersection control of conflicts between pedestrians in the crosswalk and motor vehicles turning across it

Construction Manager, Citywide Safety Enhancement - ATP FY 2014-15 & 2015-16, City of Bell Gardens. Responsible for construction management of this project, which entails safety improvements to the intersections at Eastern Avenue and Lubec Street Intersection and Garfield Avenue and Loveland Street Intersection. Infrastructure Engineers provided PS&E, project management, administration, construction management and inspection, fund administration and labor compliance for this project.

Construction Manager, Maine Avenue Improvement Project - CM & Inspection Services-Phase I, City of Baldwin Park. The scope of service includes providing construction management and inspection services for the public improvements along Main Avenue. The pre-construction phase of the project included a complete constructability review of the plans, specifications and estimate.

Construction Manager, Maple Ave Street Improvements from Washington Bl to Mines Ave, City of Montebello. Responsible for construction management and inspection of this project, which consisted of design, PS&E for roadway improvements, pavement rehabilitation, concrete improvements, ADA improvements and utility adjustments of Maple Avenue from Washington Boulevard to Mines Avenue. Contract administration included preparation of staff reports, Notice to Proceed issuance and other relative City correspondence, recommendations for change orders and progress payments during the project. Construction management and inspection services included construction inspection, preparation of daily reports, review of change orders and progress payment requests, and coordinate soils testing service.

Construction Manager, Long Beach Boulevard Street Improvements Phase 1 & 2, City of Lynwood. Responsible for construction management, overseeing construction inspection, and labor compliance for this project that involves roadway resurfacing of 192,779 square feet. Concrete improvements included 4-inch sidewalk, driveway approaches, cross gutters, curb and gutter, curb ramps, installation of 16 detectable warning surfaces on existing curb ramps, and construction of six new bus pads. Other improvements included traffic signal improvements at two intersections, relocation of existing street lights, installation of 22 signal loop detectors and associated traffic striping, markings and curb painting

Construction Manager, Washington Boulevard Street Improvements, City of Montebello. Infrastructure Engineers provided design, PS&E, construction management and inspection, and federal contract compliance for this major arterial roadway improvement and pavement rehabilitation of Washington Boulevard, from the east City limit to the west City limit. The project consisted of pavement rehabilitation, new landscaped median islands, bus pads, ADA improvements, sidewalk and curb and gutter improvements, roadway safety improvements, and signing and striping.

Malcolm Weatherbie - Construction Inspector

Education:

Associated Builders & Contractors, Inc. So Cal, 2012

Years of Experience: 7

Malcolm Weatherbie is a journeyman electrician and construction inspector with seven years of experience. His experience in the construction industry has translated into vigilant oversight of the construction of public works projects.

Relevant Experience

Construction Inspector, Pavement Repairs and Skin Patch of Various Streets CDBG Zone, City of Montebello. Responsibilities included preparation of daily reports, review of change orders and progress payment requests, and coordinating soils testing service. The scope of this project included design, geotechnical investigation, survey, project management, bidding, award of contract, construction management and inspection as and labor compliance.

Construction Inspector, Long Beach Boulevard Street Improvements Phases 1 & 2, City of Lynwood. Responsible for construction inspection, overseeing construction inspection, and labor compliance for this project that involves roadway resurfacing of 192,779 square feet. Concrete improvements included 4-inch sidewalk, driveway approaches, cross gutters, curb and gutter, curb ramps, installation of 16 detectable warning surfaces on existing curb ramps, and construction of six new bus pads. Other improvements included traffic signal improvements at two intersections, relocation of existing street lights, installation of 22 signal loop detectors and associated traffic striping, markings and curb painting

Construction Inspector, Downtown Public Parking Improvement Project, City of El Monte. Provided construction inspection and coordination with site development team, utility companies, surrounding businesses and ensured that safety was adhered to at all times during construction. Services included project oversight as well as labor compliance for the Downtown Public Parking Improvement Project. Responsible for ensuring that the Continuity of Work Agreement, between the Los Angeles and Orange Counties Building and Construction Trades Council and the Signatory Craft Councils and unions were adhered to by the contractor.

Construction Inspector, Building and Facilities Capital Improvement Plan, City Hall Council Chambers Lighting Upgrades, City of Bell Gardens. Infrastructure Engineers provided plans and specifications for upgrading the City Hall Council Chambers lighting system. The scope also included project management, construction management, inspection and administration of the project. Responsibilities included preparation of daily reports, review of change orders and progress payment requests and compliance with specifications and the contract.

Construction Inspector, Alley Improvement Project (FY 2015-2016) - Construction Phase. Responsibilities included preparation of daily reports, review of change orders and progress payment requests, and coordinating soils testing service. Infrastructure Engineers prepared plans, specifications and estimates and construction management and inspection for ten separate alleys located across the City of Bell Gardens.

Construction Inspector, Smart Parking Upgrades to Transit Center, City of Baldwin Park. This project was for engineering design, management, construction management and inspection to install parking system devices and transmitters with real time updated parking availability information for commuters utilizing the Baldwin Park Metrolink Station.

Construction Inspector, Bluff Road Improvement (Sycamore Street to Oakwood Street) (FY 2015-2016), City of Montebello. Provided compliance with plans, specifications and the contract; oversaw traffic control, and provided daily log and inspection report entries, including pictures of the project. Jorge also reviewed and reported contractor claims, prepared weekly update reports, and reviewed contractor's invoices, verified completed work, and approved all quantities. This project included cold milling existing 2-inch deep asphalt and installing 2 inches of asphalt overlay along Bluff Road. In addition, construction of new curbs and gutters, sidewalks, and driveways and access ramps was performed as well as installing traffic loops and striping.

Quality Assurance/Quality Control

Our Quality Assurance/Quality Control practice involves a comprehensive process to ensure delivery of quality product and services. Key elements of the company's quality control are the assignment of skilled and experienced personnel and effective communications and monitoring. The quality control process includes:

1. Assignment of skilled professionals instituting a comprehensive and interactive orientation on the project goals, and the means of achieving these goals.
2. Daily contact by the Construction Manager with each on-going activity to provide support and guidance, and to maintain focus and momentum, and monitor the quality of work.
3. Maintaining regularly scheduled meetings for reviewing work status, reviewing technical elements of the project, coordinating and interfacing of activities, reviewing budget parameters, and discussing upcoming activities and responsibilities.
4. Strictly and rigorously following Infrastructure Engineers' developed QA/QC standards and guidelines.
5. Review by the Construction Manager, prior to submittal, to assure services meet all standards/codes, project goals and objectives, and contract requirements.

References

Each consultant must include at least three (3) public agency references going back not more than five (5) years from the issuance of this RFP in which the consultant was engaged to perform tasks similar to those requested under this RFP. References should place an emphasis on past projects in which the personnel to be used by consultant for this project were deployed. The references should include the name, title and contract information of the public agency officer or employee responsible for overseeing the consultant's work.

City of Montebello

Daniel Batson, Director of Public Works
1600 W. Beverly Boulevard
Montebello, CA 90640
Phone: 323.887.1460

Washington Boulevard Rehabilitation and Pedestrian Improvement

City of Lynwood

Salvador Mendez, Director of Public Works
11330 Bullis Road
Lynwood, CA 90262
Phone: 310.603.0220, ext. 801

Long Beach Boulevard, Phases 1 and 2

City of Bell Gardens

Chau Vu, Director of Public Works
8327 Garfield Avenue
Bell Gardens, CA 90201
Phone: 562.806.7770

HSIP Federally Funded Opticom Emergency Vehicle Preemption Project

City of Baldwin Park

Sam Gutierrez, Interim Director of Public Works
14403 Pacific Avenue
Baldwin Park, CA 91706
Phone: 626.813.5255, Ext. 460

Maine Avenue Complete Street Project

Fee Schedule/Cost Proposal

Our fee schedule/cost proposal, and a schedule of rates for each proposed staff, are provided in a separate envelope attached to this proposal.

Our hourly rates include all direct and indirect costs including all labor, employee benefits, mileage, equipment, materials, insurances, and reproduction costs.

CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report



February 5, 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 CIP 2018-07 DOWNTOWN HUNTINGTON PARK I-PARK SYSTEM IMPLEMENTATION PROJECT 90% COMPLETION OF DESIGN AND AUTHORIZATION TO PROCEED WITH BID ADVERTISEMENT

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve Environmental Assessment pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption under the California Environmental Quality Act (CEQA);
2. Approve CIP 2018-07 Downtown Huntington Park i-Park System Implementation Project 90% completion of design;
3. Authorize Public Works Department to proceed with bid advertisement for construction; and
4. Authorize Infrastructure Engineers under the currently approved Augmentation Contract to proceed with the construction management and inspection (CM) services for a not-to-exceed fee of 7% based on construction bids and authorize the City Manager or designee to execute the Request for Services (RFS); or
5. Authorize staff to publish a Request for Proposal (RFP) and solicit proposals from qualified firms to perform CM services and come back at a future City Council meeting requesting approval of the contract and authorizing the City Manager or designee to execute the contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On November 20, 2018, the City Council awarded the Project design to Infrastructure Engineers (IE). IE's design focuses on the existing T2 System pay station equipment located on Pacific Boulevard and the ability to integrate a mobile pay application. IE

CONSIDERATION AND APPROVAL OF CIP 2018-07 DOWNTOWN HUNTINGTON PARK I-PARK SYSTEM IMPLEMENTATION PROJECT 90% COMPLETION OF DESIGN AND AUTHORIZATION TO PROCEED WITH BID ADVERTISEMENT

February 5, 2019

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contacted T2 Systems and became familiar with the software contained in the parking meters. The system incorporates an App that assists patrons with finding available public parking spaces along Pacific Boulevard and provides patrons with the opportunity to pay for parking utilizing their smart electronic devices. The design also addresses the addition of sensors, changeable message and wayfinding parking signs, bike racks and lockers that will improve bicycle access points to key City destinations and allow motorists to find parking spaces in the downtown business district.

The construction documents (plans and specifications) have been completed in accordance with Greenbook standard specifications, Caltrans design manual and is consistent with the City's procurement and purchasing manual. With City Council's approval, staff will advertise the project for bids in a local newspaper of general circulation, submit the Notice Inviting Bid (NIB) to plan rooms, and upload the bid documents on the City's website, available free of charge to prospective bidders.

The following tentative schedule has been identified for the bid process:

NIB issued and posted:	February 8, 2019
Deadline for receipt of bids:	March 4, 2019
Contract awarded by City Council:	March 19, 2019

LEGAL REQUIREMENT

The City Council is required to approve and adopt plans, specifications and working details, and authorize the bid request for all public projects. The bid advertisement is consistent with Public Contract Code sections 20161 and 20162, which mandates California public works projects to be competitively bid.

The City Council at its discretion may direct staff to publish an RFP in solicitation of the most capable firm that will perform CM services. Qualifications-Based Selection (QBS) would be utilized in the procurement of engineering services. The use of QBS ensures that highly technical engineering services are obtained from the most experienced and most qualified firms at a fair and reasonable cost. California's QBS requirements can be found at Government Code sections 4525 et seq., also known as the Mini Brooks Act.

ENVIRONMENTAL IMPACT

Approve Environmental Assessment as follows: The proposed project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption (Existing Facilities). The project results in minor alterations to existing public facilities involving no significant expansion of the existing use. The project is not anticipated to have any significant impacts with regard to traffic, noise, air quality, or water quality. There are adequate utilities and public services to serve the project;

FISCAL IMPACT/FINANCING

CONSIDERATION AND APPROVAL OF CIP 2018-07 DOWNTOWN HUNTINGTON PARK I-PARK SYSTEM IMPLEMENTATION PROJECT 90% COMPLETION OF DESIGN AND AUTHORIZATION TO PROCEED WITH BID ADVERTISEMENT

February 5, 2019

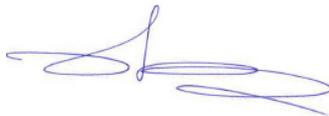
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Approval of this action will allow staff to proceed with bidding of this capital project, with an estimated construction cost of \$665,000. IE's cost proposal for CM services would be based on 7% of the average construction cost of the three lowest bidders.

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. Plans, Specifications & Engineer's Estimate

ATTACHMENT "A"

Plans

Client: **City of Huntington Park**
 Project: Downtown Huntington Park "i-Park" System Implementation
 Design Phase



Date: 1/28/2019
 Project No. 6900.12
 Submittal: 100%
 Prepared by: SM
 Checked by: YR

Base Bid

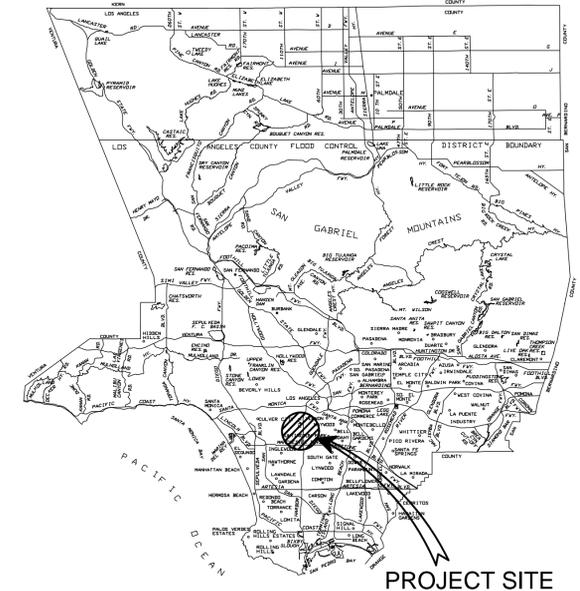
ITEM NO	ITEM	UNIT	Quantity	UNIT PRICE	TOTAL AMOUNT
1	Mobilization/ Demobilization (Not to exceed 3% of total of all other Prime Contract Bid Items)	LS	1	\$15,756.00	\$ 15,756.00
2	Traffic Control	LS	1	\$1,000.00	\$ 1,000.00
3	Furnish and Install Surface Mounted Solar Powered Sensor	EA	1,019	\$250.00	\$ 254,750.00
4	Furnish and Install General Packet Radio Services (GPRS) Communications Gateway, Solar	EA	18	\$1,800.00	\$ 32,400.00
5	Furnish and Install Free Standing LED Single-Sided Variable Message Sign on AC Pavement	EA	7	\$5,000.00	\$ 35,000.00
6	Furnish and Install Free Standing LED Single-Sided Variable Message Sign on Unclassified Soil	EA	15	\$4,500.00	\$ 67,500.00
7	Furnish and Install Free Standing LED Single-Sided Variable Message Sign on PCC Sidewalk	EA	7	\$5,500.00	\$ 38,500.00
8	Furnish and Install Free Standing LED Double-Sided Variable Message Sign on PCC Sidewalk or Pavers	EA	6	\$7,000.00	\$ 42,000.00
9	Furnish and Install Free Standing LED Double-Sided Variable Message Sign on Unclassified Soil	EA	3	\$6,500.00	\$ 19,500.00
10	Furnish and Install Bike Racks	EA	10	\$600.00	\$ 6,000.00
11	Furnish and Install Bike Lockers	EA	6	\$2,100.00	\$ 12,600.00
12	Install Public Improvement Project Sign	EA	2	\$750.00	\$ 1,500.00
13	Furnish and Install Wayfinding Sign	EA	7	\$1,350.00	\$ 9,450.00
14	Furnish and Install Wireless Sensor at Parking Garage Entrance/Exit	EA	4	\$750.00	\$ 3,000.00
15	Furnish and Install Mains Powered GPRS (Non-Solar) Including Connections and Appurtenances	LS	1	\$2,000.00	\$ 2,000.00
16	Remove Existing Posts	EA	7	\$200.00	\$ 1,400.00
17	Furnish and Construct Concrete Bollard	EA	18	\$450.00	\$ 8,100.00
18	Install New 1.5" Conduit with Directional Boring	LF	3,100	\$25.00	\$ 77,500.00
Construction Total Base Bid					\$627,956
Contingencies @ 10%					\$62,796
Total Project					\$690,752



CITY OF HUNTINGTON PARK

Public Works and Engineering Department

DOWNTOWN HUNTINGTON PARK "i-PARK" SYSTEM IMPLEMENTATION FY 2018-19 CIP NO. 2018-07



LOCATION MAP
NOT TO SCALE

INDEX OF DRAWINGS

DWG. NO.	DESCRIPTION
C-1	TITLE SHEET
C-2 TO C-5	PARKING HARDWARE IMPROVEMENTS PLAN
C-6	TYPICAL DETAILS AND SECTIONS

TOTAL SHEETS = 6

PROJECT UTILITY CONTACTS:

AT&T JOSEPH FORKERT	510-645-2929 joef@forkertengineering.com
CALIFORNIA WATER SERVICE PHILIP DELGADO	323-263-4145 pdelgado@calwater.com
CENTRAL BASIN MWD JACQUE KOONTZ	323-201-5528 jacquek@centralbasin.org
CITY OF VERNON JOSE LUGO	323-583-881
CITY OF VERNON - GAS ANTHONY SERRANO	323-583-8811 aserrano@ci.vernon.ca.us
CROWN CASTLE - LA & VEN REBECCA CALDWELL	888-632-0931 fiber.dig@crowncastle.com
LEVEL 3 COMMUNICATIONS AREA REPRESENTATIVE	877-366-8344 relo@level3.com
MCI (VERIZON BUSINESS) DEAN BOYERS	469-886-4238 investigations@verizon.com
SC GAS - HUNTINGTON PARK JASON JONES	310-687-2026 jjones4@semprautilities.com
SOUTHERN CALIFORNIA EDISON - DISTRIBUTION DESIGN SUPPORT/UND	
SOUTHERN CALIFORNIA EDISON - TELECOMMUNICATIONS DESIGN SUPPORT/UND	
SOUTHERN CALIFORNIA EDISON - TRANSMISSION DESIGN SUPPORT/UND	
SOUTHERN CALIFORNIA EDISON GILBERT ACEVES	909-329-9445 maprequests@sce.com
TESORO REFINING & MARKETING CO ANDEAVOR THIRD PARTY REQUESTS	714-880-1655
TORRANCE LOGISTICS CO/PBF ENERGY ADRIANE SIMON	310-625-3886 adriane.simon@pbfenergy.com
UTILQUEST 4 CHARTER COMM - IRWINDALE GEORGE ALVAREZ	626-430-3335
UTILQUEST FOR CHARTER JEFF FLACO	626-855-3349 jeff.flaco@charter.com
ZAYO FNA ABOVENET GEORGE HUSS	443-403-2023 george.huss@zayo.com



KEY MAP
NOT TO SCALE

LEGEND:

	PROJECT LOCATION
	CITY LIMIT

UNAUTHORIZED CHANGES AND USES:

CAUTION: THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS.

CITY OF HUNTINGTON PARK

PUBLIC WORKS AND ENGINEERING DEPARTMENT

APPROVED BY:

BRUNO CALLU, P.E. - CITY ENGINEER

DATE

DOWNTOWN HUNTINGTON PARK "i-PARK" SYSTEM IMPLEMENTATION

TITLE SHEET

SHEET 1 OF 6 SHEETS

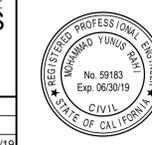
DWG. NO. **C-1**

NO.	REVISIONS	REVISED BY	APPROVED BY	DATE



DESIGNED BY: S. MOUSAVI
DRAWN BY: S. MOUSAVI
CHECKED BY: Y. RAHI DATE: 01/29/19

UNDER THE SUPERVISION OF:



UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA
ATTENTION IS DIRECTED TO THE POSSIBLE EXISTENCE OF UNDERGROUND FACILITIES NOT SHOWN OR IN A LOCATION DIFFERENT FROM WHAT IS SHOWN ON THE PLANS OR IN THE SPECIAL PROVISIONS. THE CONTRACTOR SHALL TAKE STEPS TO ASCERTAIN THE EXACT LOCATION OF ALL UNDERGROUND FACILITIES PRIOR TO START OF WORK THAT MAY DAMAGE SUCH FACILITIES OR INTERFERE WITH THEIR SERVICES. BEFORE EXCAVATION, THE CONTRACTOR SHALL VERIFY THE LOCATION OF UNDERGROUND UTILITIES BY CONTACTING UNDERGROUND UTILITIES SERVICE ALERT AT 1 (800) 422-4133.



MATCHLINE SEE BOTTOM RIGHT



MATCHLINE SEE SHEET C-3

GENERAL NOTE:

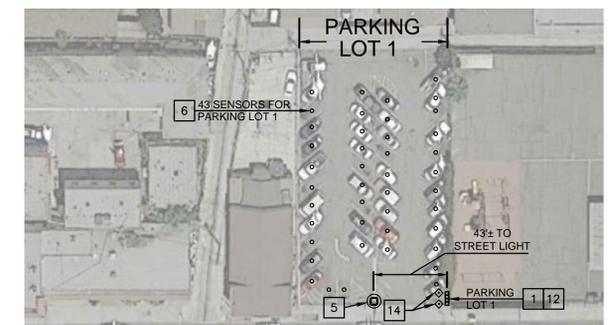
1. ALL SIGNS PLACED SHALL MAINTAIN A MINIMUM OF 4' ADA WALKWAY ON THE SIDEWALK. REFER TO SHEET C-6 FOR SIGN PLACEMENT.

CONSTRUCTION NOTES:

1. FURNISH AND INSTALL LED SINGLE-SIDED VARIABLE MESSAGE SIGNAGE PER MANUFACTURER'S SPECIFICATION ON AC PAVEMENT. EACH VARIABLE MESSAGE SIGN WILL HAVE A DIRECTIONAL ARROW WITH THE NAME OF THE PARKING LOT AND/OR THE AISLE OF THE PARKING AREA TO DIRECT MOTORISTS TOWARDS THE PARKING LOT. SEE SPECIFICATION FOR TYPICAL DETAILS OF THE VARIABLE MESSAGE SIGNS.
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5. FURNISH AND INSTALL SOLAR GPRS ON EXISTING STREET LIGHT POLE OR POWER POLE PER MANUFACTURER'S SPECIFICATION.
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12. REMOVE EXISTING POSTS.
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LEGEND:

- SURFACE MOUNTED SOLAR POWERED SENSOR
- ▣ BIKE RACK (10 TOTAL - DIMENSION: 68"L X 2.5"W X 39"H)
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- 4 WAYFINDING SIGN
- ▭ EXISTING T2 SYSTEMS KIOSK
- MAINS POWERED GPRS
- WIRELESS SENSOR
- CONCRETE BOLLARD
- ▨ AC PAVEMENT
- ▨ PORTLAND CEMENT CONCRETE
- ▨ CRUSHED MISCELLANEOUS BASE
- ▨ COMPACTED NATIVE SOIL



MATCHLINE SEE TOP LEFT

CITY OF HUNTINGTON PARK
PUBLIC WORKS AND ENGINEERING DEPARTMENT

APPROVED BY:
BRUNO CALLU, P.E. - CITY ENGINEER DATE

DOWNTOWN HUNTINGTON PARK "i-PARK" SYSTEM IMPLEMENTATION

PARKING HARDWARE IMPROVEMENTS PLAN

SHEET 2 OF 6 SHEETS DWG. NO. C-2

NO.	REVISIONS	REVISED BY	APPROVED BY	DATE

INFRASTRUCTURE ENGINEERS
3950 Saturn Street, Suite 250
Brea, CA 92621
Tel: (714) 940-0100
Fax: (714) 940-0700
www.infrastructure-engineers.com

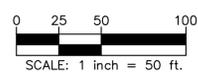
DESIGNED BY: S. MOUSAVI
DRAWN BY: S. MOUSAVI
CHECKED BY: Y. RAHI DATE: 01/29/19

UNDER THE SUPERVISION OF:

 MOHAMMAD YOUSOF RAHI
 No. 59183
 Exp. 06/30/19
 CIVIL
 STATE OF CALIFORNIA

UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

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CONTRACT 811 BEFORE YOU DIG
 SAFER DIGGING PARTNER
 ENGINEERS
 C:\Huntington Park\6900_12-Downtown HP i-park system\CAD\Sheets\012-SIP-IP01-690012 1/29/2019 4:36:19 PM Shawn Mousavi

100% SUBMITTAL - NOT FOR CONSTRUCTION 1/29/19
 DOWNTOWN HUNTINGTON PARK "i-PARK" SYSTEM IMPLEMENTATION

100% SUBMITTAL - NOT FOR CONSTRUCTION 1/29/19

GENERAL NOTE:

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CONSTRUCTION NOTES:

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- ▨ COMPACTED NATIVE SOIL



MATCHLINE SEE SHEET C-2

MATCHLINE SEE SHEET C-4

CITY OF HUNTINGTON PARK
PUBLIC WORKS AND ENGINEERING DEPARTMENT

APPROVED BY: _____ DATE: _____
 BRUNO CALLU, P.E. - CITY ENGINEER

DOWNTOWN HUNTINGTON PARK "I-PARK" SYSTEM IMPLEMENTATION

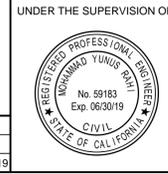
PARKING HARDWARE IMPROVEMENTS PLAN

SHEET 3 OF 6 SHEETS DWG. NO. **C-3**

NO.	REVISIONS	REVISED BY	APPROVED BY	DATE

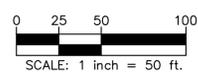
INFRASTRUCTURE ENGINEERS
 3060 Saturn Street, Suite 250
 Brea, CA 92621
 Tel: (714) 940-0100
 Fax: (714) 940-0700
 www.infrastructure-engineers.com

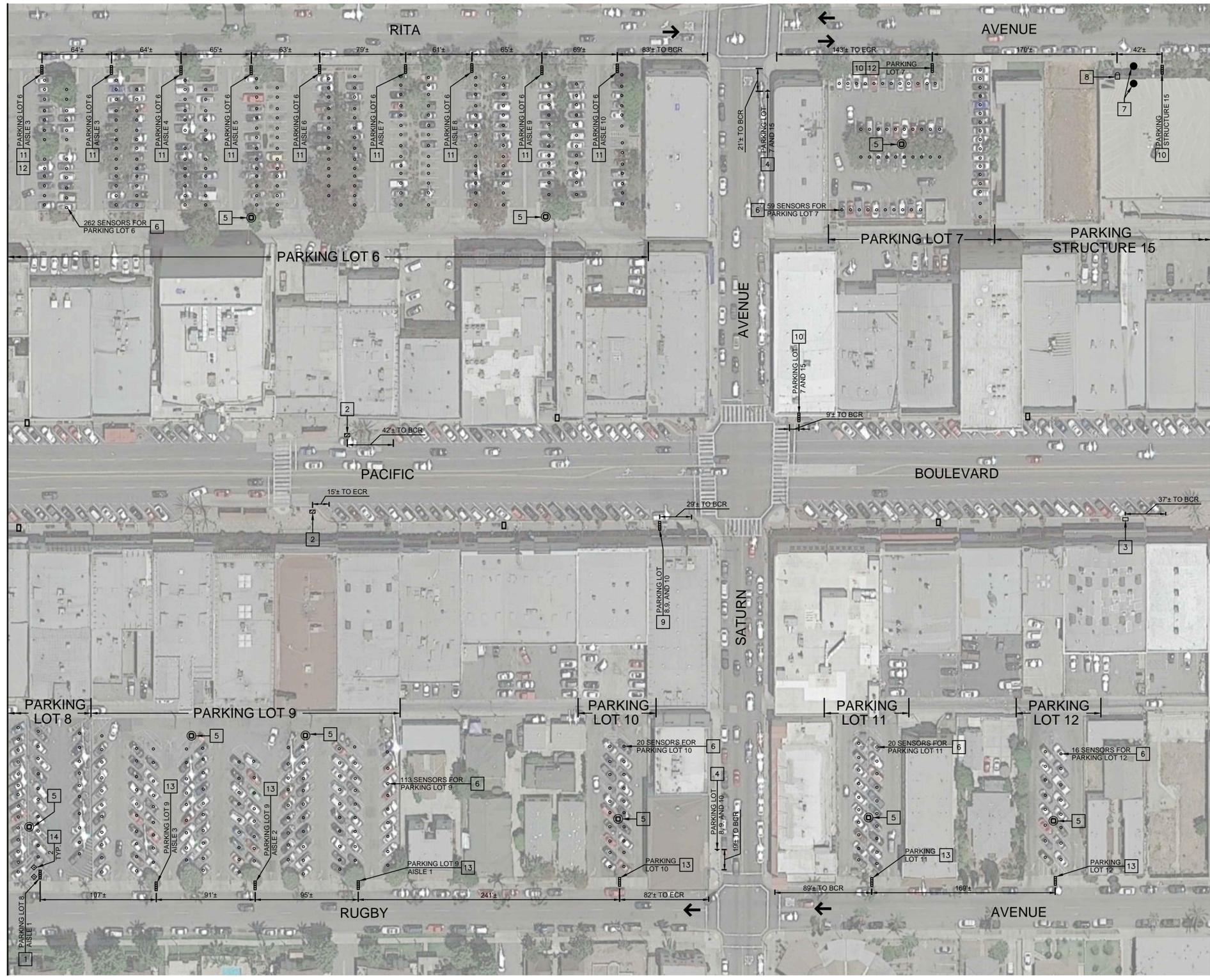
DESIGNED BY: S. MOUSAVI
 DRAWN BY: S. MOUSAVI
 CHECKED BY: Y. RAHI DATE: 01/29/19



UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

ATTENTION IS DIRECTED TO THE POSSIBLE EXISTENCE OF UNDERGROUND FACILITIES NOT SHOWN OR IN A LOCATION DIFFERENT FROM WHAT IS SHOWN ON THE PLANS OR IN THE SPECIAL PROVISIONS. THE CONTRACTOR SHALL TAKE STEPS TO ASCERTAIN THE EXACT LOCATION OF ALL UNDERGROUND FACILITIES PRIOR TO START OF WORK THAT MAY DAMAGE SUCH FACILITIES OR INTERFERE WITH THEIR SERVICES. BEFORE EXCAVATION, THE CONTRACTOR SHALL VERIFY THE LOCATION OF UNDERGROUND UTILITIES BY CONTACTING UNDERGROUND UTILITIES SERVICE ALERT AT 1 (800) 422-4133.





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- ▨ PORTLAND CEMENT CONCRETE
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MATCHLINE SEE SHEET C-3

MATCHLINE SEE SHEET C-5

CITY OF HUNTINGTON PARK
PUBLIC WORKS AND ENGINEERING DEPARTMENT

APPROVED BY: _____ DATE: _____
BRUNO CALLU, P.E. - CITY ENGINEER

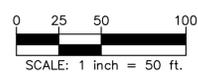
DOWNTOWN HUNTINGTON PARK "i-PARK" SYSTEM IMPLEMENTATION

PARKING HARDWARE IMPROVEMENTS PLAN

SHEET 4 OF 6 SHEETS DWG. NO. **C-4**



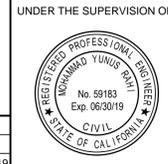
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NO.	REVISIONS	REVISED BY	APPROVED BY	DATE

INFRASTRUCTURE ENGINEERS
 3060 Saturn Street, Suite 250
 Brea, CA 92621
 Tel: (714) 940-0100
 Fax: (714) 940-0700
 www.infrastructure-engineers.com

DESIGNED BY: S. MOUSAVI
 DRAWN BY: S. MOUSAVI
 CHECKED BY: Y. RAHI DATE: 01/29/19



100% SUBMITTAL - NOT FOR CONSTRUCTION 1/29/19 DOWNTOWN HUNTINGTON PARK "i-PARK" SYSTEM IMPLEMENTATION



MATCHLINE SEE SHEET C-4

GENERAL NOTE:

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LEGEND:

- SURFACE MOUNTED SOLAR POWERED SENSOR
- ▣ BIKE RACK (10 TOTAL - DIMENSION: 68"L X 2.5"W X 39"H)
- BIKE LOCKER (6 TOTAL - DIMENSION: 74.5"L X 30"W X 49"H)
- ⊙ SOLAR GPRS (GENERAL PACKET RADIO SERVICE)
- ▬ LED VARIABLE MESSAGE SIGNAGE
- 4 WAYFINDING SIGN
- ▭ EXISTING T2 SYSTEMS KIOSK
- MAINS POWERED GPRS
- WIRELESS SENSOR
- ◆ CONCRETE BOLLARD
- ▨ AC PAVEMENT
- ▨ PORTLAND CEMENT CONCRETE
- ▨ CRUSHED MISCELLANEOUS BASE
- ▨ COMPACTED NATIVE SOIL



UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

ATTENTION IS DIRECTED TO THE POSSIBLE EXISTENCE OF UNDERGROUND FACILITIES NOT SHOWN OR IN A LOCATION DIFFERENT FROM WHAT IS SHOWN ON THE PLANS OR IN THE SPECIAL PROVISIONS. THE CONTRACTOR SHALL TAKE STEPS TO ASCERTAIN THE EXACT LOCATION OF ALL UNDERGROUND FACILITIES PRIOR TO START OF WORK THAT MAY DAMAGE SUCH FACILITIES OR INTERFERE WITH THEIR SERVICES. BEFORE EXCAVATION, THE CONTRACTOR SHALL VERIFY THE LOCATION OF UNDERGROUND UTILITIES BY CONTACTING UNDERGROUND UTILITIES SERVICE ALERT AT 1 (800) 422-4133.



NO.	REVISIONS	REVISED BY	APPROVED BY	DATE

INFRASTRUCTURE ENGINEERS
 3060 Saturn Street, Suite 250
 Brea, CA 92821
 Tel: (714) 940-0100
 Fax: (714) 940-0700
 www.infrastructure-engineers.com

DESIGNED BY: S. MOUSAVI
 DRAWN BY: S. MOUSAVI
 CHECKED BY: Y. RAHI DATE: 01/29/19

UNDER THE SUPERVISION OF:

CITY OF HUNTINGTON PARK
PUBLIC WORKS AND ENGINEERING DEPARTMENT

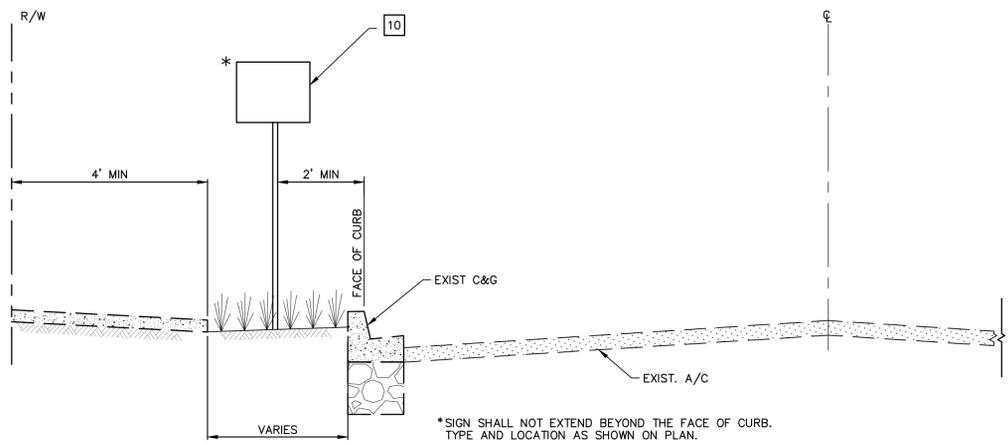
APPROVED BY: _____ DATE: _____
 BRUNO CALLU, P.E. - CITY ENGINEER

DOWNTOWN HUNTINGTON PARK "i-PARK" SYSTEM IMPLEMENTATION

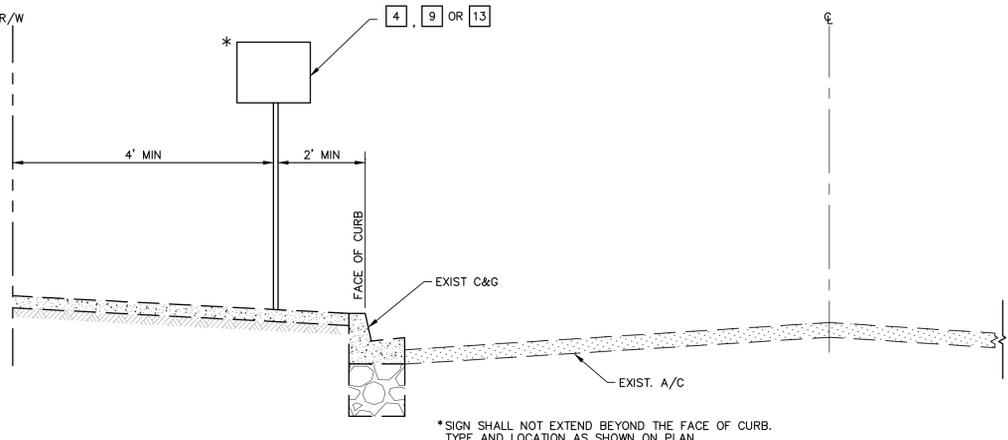
PARKING HARDWARE IMPROVEMENTS PLAN

SHEET 5 OF 6 SHEETS DWG. NO. **C-5**

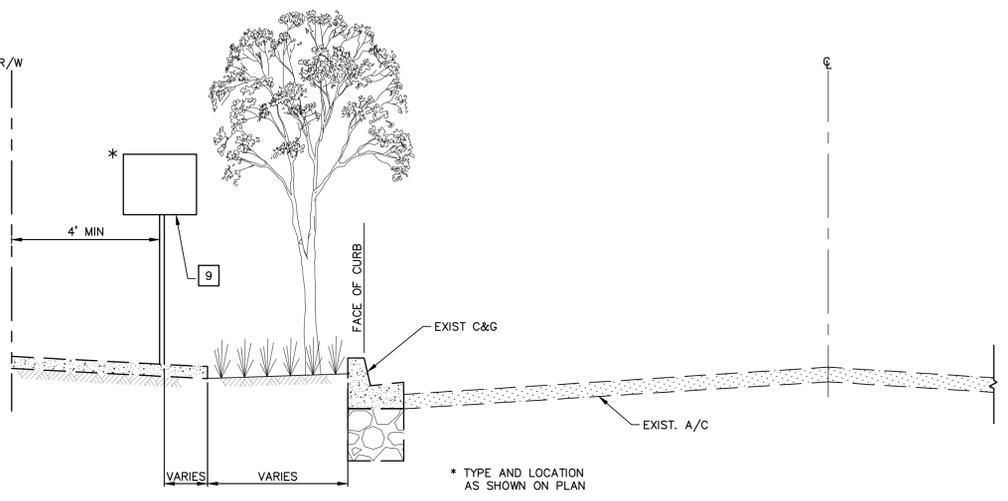
100% SUBMITTAL - NOT FOR CONSTRUCTION 1/29/19



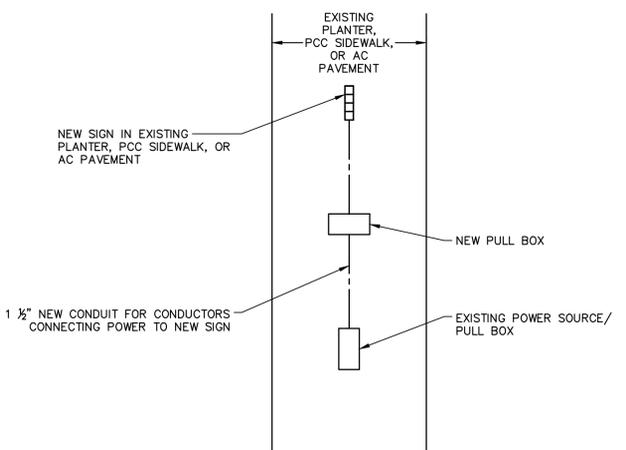
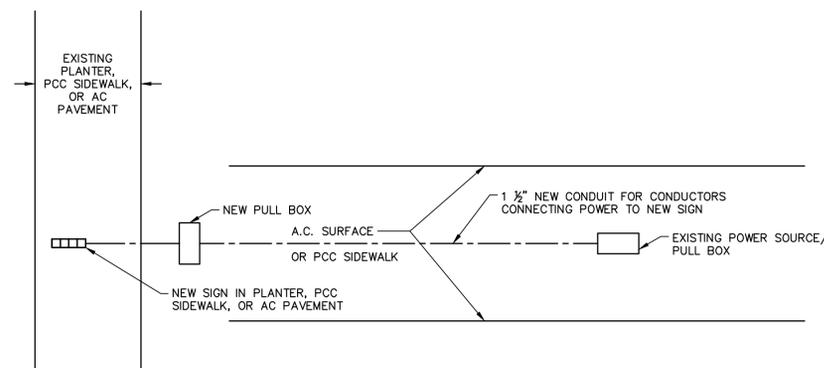
TYPICAL STREET SECTION WITH PARKWAY ON PACIFIC BOULEVARD
NOT TO SCALE



TYPICAL STREET SECTION WITHOUT PARKWAY FOR LED AND WAYFINDING SIGN PLACEMENT
NOT TO SCALE



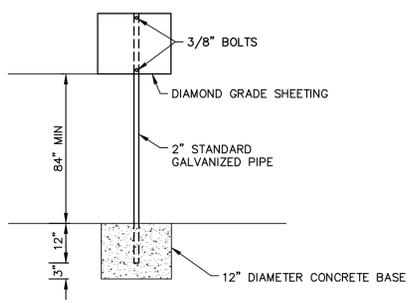
TYPICAL STREET SECTION WITH PARKWAY AND TREE ON PACIFIC BOULEVARD
NOT TO SCALE



TYPICAL NOTES:

- A. CONTRACTOR SHALL INSTALL NEW CONDUIT FOR NEW SIGN BY DIRECTIONAL BORING METHOD. NO TRENCH WILL BE ALLOWED.
- B. CONTRACTOR SHALL REMOVE AND REPLACE EXISTING CONCRETE FROM SCORE MARK TO SCORE MARK AND MATCH EXISTING CONCRETE.
- C. AC PAVEMENT AND UNCLASSIFIED SOIL SHALL BE BACKFILLED TO MATCH EXISTING CONDITIONS.

TYPICAL DETAIL FOR POWER SOURCE FOR LED SIGNS
NOT TO SCALE



TYPICAL WAYFINDING SIGN PLACEMENT
NOT TO SCALE

GENERAL NOTE:

- 1. ALL SIGNS PLACED SHALL MAINTAIN A MINIMUM OF 4' ADA WALKWAY ON THE SIDEWALK. REFER TO SHEET C-6 FOR SIGN PLACEMENT.

CONSTRUCTION NOTES:

1. FURNISH AND INSTALL LED SINGLE-SIDED VARIABLE MESSAGE SIGNAGE PER MANUFACTURER'S SPECIFICATION ON AC PAVEMENT. EACH VARIABLE MESSAGE SIGN WILL HAVE A DIRECTIONAL ARROW WITH THE NAME OF THE PARKING LOT AND/OR THE AISLE OF THE PARKING AREA TO DIRECT MOTORISTS TOWARDS THE PARKING LOT. SEE SPECIFICATION FOR TYPICAL DETAILS OF THE VARIABLE MESSAGE SIGNS.
2. FURNISH AND INSTALL BIKE RACKS PER MANUFACTURER'S SPECIFICATION.
3. FURNISH AND INSTALL BIKE LOCKERS PER MANUFACTURER'S SPECIFICATION.
4. FURNISH AND INSTALL WAYFINDING SIGN PER CALIFORNIA MUTCD LATEST EDITION. EACH SIGN SHALL HAVE DIRECTIONS TOWARDS THE PARKING LOT(S). SEE SPECIFICATIONS FOR DETAILS OF SIGN.
5. FURNISH AND INSTALL SOLAR GPRS ON EXISTING STREET LIGHT POLE OR POWER POLE PER MANUFACTURER'S SPECIFICATION.
6. FURNISH AND INSTALL WIRELESS SURFACE MOUNTED SOLAR POWERED SENSOR IN EACH PARKING STALL PER MANUFACTURER'S SPECIFICATION.
7. FURNISH AND INSTALL WIRELESS SENSOR AT THE ENTRANCE/EXIT OF PARKING GARAGE PER MANUFACTURER'S SPECIFICATION.
8. FURNISH AND INSTALL MAINS POWERED GPRS PER MANUFACTURER'S SPECIFICATION.
9. FURNISH AND INSTALL LED DOUBLE-SIDED VARIABLE MESSAGE SIGNAGE PER MANUFACTURER'S SPECIFICATION ON PCC SIDEWALK AND/OR PAVERS. EACH VARIABLE MESSAGE SIGN WILL HAVE A DIRECTIONAL ARROW WITH THE NAME OF THE PARKING LOT TO DIRECT MOTORISTS TOWARDS THE PARKING LOT. SEE SPECIFICATION FOR TYPICAL DETAILS OF THE VARIABLE MESSAGE SIGNS.
10. FURNISH AND INSTALL LED DOUBLE-SIDED VARIABLE MESSAGE SIGNAGE PER MANUFACTURER'S SPECIFICATION ON UNCLASSIFIED SOIL. EACH VARIABLE MESSAGE SIGN WILL HAVE A DIRECTIONAL ARROW WITH THE NAME OF THE PARKING LOT TO DIRECT MOTORISTS TOWARDS THE PARKING LOT. SEE SPECIFICATION FOR TYPICAL DETAILS OF THE VARIABLE MESSAGE SIGNS.
11. FURNISH AND INSTALL LED SINGLE-SIDED VARIABLE MESSAGE SIGNAGE PER MANUFACTURER'S SPECIFICATION ON UNCLASSIFIED SOIL. EACH VARIABLE MESSAGE SIGN WILL HAVE A DIRECTIONAL ARROW WITH THE NAME OF THE PARKING LOT AND/OR THE AISLE OF THE PARKING AREA TO DIRECT MOTORISTS TOWARDS THE PARKING LOT. SEE SPECIFICATION FOR TYPICAL DETAILS OF THE VARIABLE MESSAGE SIGNS.
12. REMOVE EXISTING POSTS.
13. FURNISH AND INSTALL LED SINGLE-SIDED VARIABLE MESSAGE SIGNAGE PER MANUFACTURER'S SPECIFICATION ON PCC SIDEWALK. EACH VARIABLE MESSAGE SIGN WILL HAVE A DIRECTIONAL ARROW WITH THE NAME OF THE PARKING LOT TO DIRECT MOTORISTS TOWARDS THE PARKING LOT. SEE SPECIFICATION FOR TYPICAL DETAILS OF THE VARIABLE MESSAGE SIGNS.
14. FURNISH AND INSTALL/CONSTRUCT CONCRETE BOLLARD TO PROTECT THE VARIABLE MESSAGE SIGN FROM MOTORISTS. BOLLARD SHALL BE PLACED WITHIN THREE FEET AWAY FROM THE POST OF THE VARIABLE MESSAGE SIGN.

LEGEND:

- SURFACE MOUNTED SOLAR POWERED SENSOR
- ▣ BIKE RACK (10 TOTAL - DIMENSION: 68"L X 2.5"W X 39"H)
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- ▮ WAYFINDING SIGN
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- ◆ CONCRETE BOLLARD
- ▨ AC PAVEMENT
- ▨ PORTLAND CEMENT CONCRETE
- ▨ CRUSHED MISCELLANEOUS BASE
- ▨ COMPACTED NATIVE SOIL

CITY OF HUNTINGTON PARK
PUBLIC WORKS AND ENGINEERING DEPARTMENT

APPROVED BY: _____ DATE: _____
BRUNO CALLU, P.E. - CITY ENGINEER

DOWNTOWN HUNTINGTON PARK "i-PARK" SYSTEM IMPLEMENTATION

TYPICAL DETAILS AND SECTIONS

SHEET 6 OF 6 SHEETS DWG. NO. **C-6**

NO.	REVISIONS	REVISED BY	APPROVED BY	DATE

INFRASTRUCTURE ENGINEERS
3050 Saturn Street, Suite 250
Brea, CA 92821
Tel: (714) 940-0100
Fax: (714) 940-0700
www.infrastructure-engineers.com

DESIGNED BY: S. MOUSAVI
DRAWN BY: S. MOUSAVI
CHECKED BY: Y. RAHI DATE: 01/29/19

UNDER THE SUPERVISION OF:

INFRASTRUCTURE ENGINEERS C:\V\Huntington Park\6900...12-Downtown HP i-park system\CAD\Sheets\B12-SIP-SIP-IP01-600012 1/29/2019 4:41:22 PM Shawn Mousavi



UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA
ATTENTION IS DIRECTED TO THE POSSIBLE EXISTENCE OF UNDERGROUND FACILITIES NOT SHOWN OR IN A LOCATION DIFFERENT FROM WHAT IS SHOWN ON THE PLANS OR IN THE SPECIAL PROVISIONS. THE CONTRACTOR SHALL TAKE STEPS TO ASCERTAIN THE EXACT LOCATION OF ALL UNDERGROUND FACILITIES PRIOR TO START OF WORK THAT MAY DAMAGE SUCH FACILITIES OR INTERFERE WITH THEIR SERVICES. BEFORE EXCAVATION, THE CONTRACTOR SHALL VERIFY THE LOCATION OF UNDERGROUND UTILITIES BY CONTACTING UNDERGROUND UTILITIES SERVICE ALERT AT 1 (800) 422-4133.



100% SUBMITTAL - NOT FOR CONSTRUCTION 1/29/19 DOWNTOWN HUNTINGTON PARK "i-PARK" SYSTEM IMPLEMENTATION

Specifications



**CITY OF HUNTINGTON PARK
CALIFORNIA**

**CONTRACT DOCUMENTS
SPECIFICATIONS AND STANDARD DRAWINGS**

FOR

**DOWNTOWN HUNTINGTON PARK “i-PARK” SYSTEM IMPLEMENTATION
METRO FUNDED CFP NO.: F7702
FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM NO.: LAF7702**

**FY 2018/2019
PROJECT NO.: 2018-07**

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

**RICARDO REYES - CITY MANAGER
DANIEL HERNANDEZ - DIRECTOR OF PUBLIC WORKS
BRUNO CALLU – CITY ENGINEER**

PREPARED BY:



100% SUBMITTAL

3060 Saturn Street., Suite 250
Brea, CA 92821
Tel: 714-940-0100 Fax: 714-940-0700
Infrastructure Engineers Project No. 6900.12

**Bid Opening: March 6, 2019 at 2:00 PM
Engineer’s Estimate: \$690,752**

**DOWNTOWN HUNTINGTON PARK “i-PARK” SYSTEM IMPLEMENTATION
METRO FUNDED CFP NO.: F7702
FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM NO.: LAF7702**

**FY 2018/2019
PROJECT NO.: 2018-07**

IN THE CITY OF HUNTINGTON PARK

BID SCHEDULE

- Bid Period - February 8, 2019 – March 6, 2019
- Bid Opening - March 6, 2019 at 2:00 PM
- Award of Contract - March 19, 2019

Proposals will be received at the office of the City Clerk, City Hall, City of Huntington Park, 6550 Miles Ave., Huntington Park, CA 90255 until **2:00 PM on March 6, 2019**

These Specifications have been prepared
under the direction of:

Yunus Rahi, Ph.D., P.E., T.E.



**CITY OF HUNTINGTON PARK
CALIFORNIA**

TO PROSPECTIVE BIDDERS:

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

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

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

Daniel Hernandez
Director of Public Works

**DOWNTOWN HUNTINGTON PARK “i-PARK” SYSTEM IMPLEMENTATION
METRO FUNDED CFP NO.: F7702
FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM NO.: LAF7702**

**FY 2018/2019
PROJECT NO.: 2018-07**

IN THE CITY OF HUNTINGTON PARK

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DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) CONTRACTOR REGISTRATION NUMBER FORM	APPENDIX “B”
PROJECT SIGN	APPENDIX “C”

NOTICE INVITING SEALED BIDS

FOR

**DOWNTOWN HUNTINGTON PARK “i-PARK” SYSTEM IMPLEMENTATION
METRO FUNDED CFP NO.: F7702
FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM NO.: LAF7702**

**FY 2018/2019
PROJECT NO.: 2018-07**

IN THE CITY OF HUNTINGTON PARK

PUBLIC NOTICE IS HEREBY GIVEN that the City of HUNTINGTON PARK as AGENCY, invites sealed bids for the above stated project and will receive such bids in the offices of the City Clerk, 6550 Miles Avenue, HUNTINGTON PARK, California 90255, up to the hour of **2:00 p.m. on March 6, 2019**. They will be publicly opened in the City Council Chambers at **2:00 p.m.** on the above date.

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

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

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

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

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

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

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

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

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

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

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

The contract period for this project is **ninety (90) working days** from the effective date of the Notice-to-Proceed to be issued by the City. All work must be substantially completed by **June 11, 2019**.

BY ORDER OF: The City of HUNTINGTON PARK, California

Donna Schwartz, City Clerk

INSTRUCTIONS TO BIDDERS

FOR

**DOWNTOWN HUNTINGTON PARK “i-PARK” SYSTEM IMPLEMENTATION
METRO FUNDED CFP NO.: F7702
FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM NO.: LAF7702**

**FY 2018/2019
PROJECT NO.: 2018-07**

IN THE CITY OF HUNTINGTON PARK

PROPOSAL FORMS

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

PROPOSAL GUARANTEE

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

DELIVERY OF PROPOSAL

Two (2) copies of the proposal shall be enclosed in a sealed envelope plainly marked on the outside **“DOWNTOWN HUNTINGTON PARK “i-PARK” SYSTEM IMPLEMENTATION, FY 2018/2019, PROJECT NO. 2018-07, IN THE CITY OF HUNTINGTON PARK – DO NOT SEND WITH REGULAR MAIL.”** Proposals may be mailed AND RETURN RECEIPT is required or delivered by messenger. However, it is the bidder’s responsibility alone to ensure delivery of the proposal to the hands of the AGENCY’S Purchasing Officials prior to the bid opening hour stipulated in the Notice Inviting Sealed Bids. Late proposals will not be considered and are automatically disqualified.

WITHDRAWAL OF PROPOSALS

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

IRREGULAR PROPOSALS

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

TAXES

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

DISQUALIFICATION OF BIDDERS

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

DISCREPANCIES AND MISUNDERSTANDINGS

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

EQUIVALENT MATERIALS

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

LEGAL RESPONSIBILITIES

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

AWARD OF CONTRACT

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

SURETY BOND PERIOD

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

PROPOSAL
FOR
DOWNTOWN HUNTINGTON PARK “i-PARK” SYSTEM IMPLEMENTATION
METRO FUNDED CFP NO.: F7702
FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM NO.: LAF7702
FY 2018/2019
PROJECT NO.: 2018-07

IN THE CITY OF HUNTINGTON PARK

TO THE CITY OF HUNTINGTON PARK, as AGENCY

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

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

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

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

BID PROPOSAL

FOR

**DOWNTOWN HUNTINGTON PARK “i-PARK” SYSTEM IMPLEMENTATION
METRO FUNDED CFP NO.: F7702
FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM NO.: LAF7702**

**FY 2018/2019
PROJECT NO.: 2018-07**

IN THE CITY OF HUNTINGTON PARK

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

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

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
1	Mobilization/ Demobilization (Not to exceed 3% of total of all other Prime Contract Bid Items)	LS	1		
2	Traffic Control	LS	1		
3	Furnish and Install Surface Mounted Solar Powered Sensor	EA	1,019		
4	Furnish and Install General Packet Radio Services (GPRS) Communications Gateway, Solar	EA	18		
5	Furnish and Install Free Standing LED Single-Sided Variable Message Sign on AC Pavement	EA	7		
6	Furnish and Install Free Standing LED Single-Sided Variable Message Sign on Unclassified Soil	EA	15		
7	Furnish and Install Free Standing LED Single-Sided Variable Message Sign on PCC Sidewalk	EA	7		
8	Furnish and Install Free Standing LED Double-Sided Variable Message Sign on PCC Sidewalk or Pavers	EA	6		
9	Furnish and Install Free Standing LED Double-Sided Variable Message Sign on Unclassified Soil.	EA	3		
10	Furnish and Install Bike Racks	EA	10		

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
11	Furnish and Install Bike Lockers	EA	6		
12	Install Public Improvement Project Sign	EA	2		
13	Furnish and Install Wayfinding Sign	EA	7		
14	Furnish and Install Wireless Sensor at Parking Garage Entrance/Exit	EA	4		
15	Furnish and Install Mains Powered GPRS (Non-Solar) Including Connections and Appurtenances	LS	1		
16	Remove Existing Posts	EA	7		
17	Furnish and Construct Concrete Bollard	EA	18		
18	Install New 1.5" Conduit with Directional Boring	LF	3100		
TOTAL AMOUNT BID IN FIGURES					\$

TOTAL AMOUNT BID IN WORDS:

_____ Dollars

Bidder's Signature

Title

Company Name

REFERENCES

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

1. _____
Name and Address of Agency

Name and telephone number of person familiar with project

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

2. _____
Name and Address of Agency

Name and telephone number of person familiar with project

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

3. _____
Name and Address of Agency

Name and telephone number of person familiar with project

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

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

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

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

AFFIRMATIVE ACTION CERTIFICATION

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

NON-COLLUSION AFFIDAVIT

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

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name _____

Business Address: _____

Telephone _____

State Contractor's License No. and Class: _____

Original Date Issued _____ Expiration Date _____

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

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

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

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

BIDDER _____

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

Signature of Contractor's Representative

Printed Name

Title

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

NOTARY PUBLIC _____

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

**PROPOSAL GUARANTEE
BID BOND**

FOR

**DOWNTOWN HUNTINGTON PARK "i-PARK" SYSTEM IMPLEMENTATION
METRO FUNDED CFP NO.: F7702
FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM NO.: LAF7702**

**FY 2018/2019
PROJECT NO.: 2018-07**

IN THE CITY OF HUNTINGTON PARK

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

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

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

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

BIDDER* _____

SURETY* _____

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

NOTARY PUBLIC _____

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

BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE

FOR

**DOWNTOWN HUNTINGTON PARK "i-PARK" SYSTEM IMPLEMENTATION
METRO FUNDED CFP NO.: F7702
FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM NO.: LAF7702**

**FY 2018/2019
PROJECT NO.: 2018-07**

IN THE CITY OF HUNTINGTON PARK

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

QUESTIONNAIRE

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

Yes _____

No _____

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

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

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

FOR

**DOWNTOWN HUNTINGTON PARK "i-PARK" SYSTEM IMPLEMENTATION
METRO FUNDED CFP NO.: F7702
FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM NO.: LAF7702**

**FY 2018/2019
PROJECT NO.: 2018-07**

IN THE CITY OF HUNTINGTON PARK

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

_____ Dollars

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

Bidder

CONTRACT AGREEMENT

FOR

**DOWNTOWN HUNTINGTON PARK “i-PARK” SYSTEM IMPLEMENTATION
METRO FUNDED CFP NO.: F7702
FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM NO.: LAF7702**

**FY 2018/2019
PROJECT NO.: 2018-07**

IN THE CITY OF HUNTINGTON PARK

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

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

I.

ENGAGEMENT TERMS

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

1.3 COMPENSATION:

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

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

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

1.6 ABANDONMENT BY CONTRACTOR: In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONTRACTOR shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONTRACTOR’S cessation or abandonment.

II.
PERFORMANCE OF AGREEMENT

- 2.1 CITY’S REPRESENTATIVES: The CITY hereby designates the [NAME OF PERSON DESIGNATED] (hereinafter, the “CITY Representatives”) to act as its representatives for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONTRACTOR shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 CONTRACTOR REPRESENTATIVE AND CONTACT INFORMATION: CONTRACTOR hereby designates or designee to act as its representative for the performance of this Agreement (hereinafter, “CONTRACTOR Representative”). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONTRACTOR Representative shall constitute notice to CONTRACTOR.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONTRACTOR agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONTRACTOR shall be subject to inspection and approval by CITY Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONTRACTOR represents, acknowledges and agrees to the following:
- A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR’S profession;
 - B. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the CITY;
 - C. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code section 1090 and the Political Reform Act (Government Code section 81000 *et seq.*);
 - D. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
 - E. All of CONTRACTOR’S employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and

- F. All of CONTRACTOR'S employees and agents (including but not limited to SUB-CONTRACTOR) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONTRACTOR shall perform, at CONTRACTOR'S own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONTRACTOR'S failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONTRACTOR'S employees, agents, and SUB-CONTRACTOR. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that CITY'S acceptance of any work performed by CONTRACTOR or on CONTRACTOR'S behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONTRACTOR, including but not limited to the representation that CONTRACTOR possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONTRACTOR'S profession.

ASSIGNMENT: The skills, training, knowledge and experience of CONTRACTOR are material to CITY'S willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR'S duties or obligations under this Agreement without the prior written consent of CITY. In the absence of CITY'S prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

2.5 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONTRACTOR or under CONTRACTOR'S strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONTRACTOR on an independent CONTRACTOR basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR'S competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY'S confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of CITY and shall at all times be under CONTRACTOR'S exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social

Security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

- 2.6 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONTRACTOR'S officers, employees, agents, or SUB-CONTRACTOR is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR'S officers, employees, agents, or SUB-CONTRACTOR fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, or SUB-CONTRACTOR shall be promptly removed by CONTRACTOR and shall not be reassigned to perform any of the Work.
- 2.7 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR'S compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.8 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, CONTRACTOR, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent CONTRACTOR and are not officials, officers, employees, departments or subdivisions of CITY. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, CONTRACTOR and SUB-CONTRACTOR. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits

of no less than Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.

- B. Automobile Liability Insurance: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per accident for bodily injury and property damage.
- C. Workers' Compensation Insurance / Employer's Liability Insurance: Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. If the contractor is stating they are either the owner of the organization or a partner, and are exempt from the State's workers' compensation requirements because they have no employees and agree to hold the Entity harmless from loss or liability for such. A waiver form must be signed.
- D. Pollution Liability Insurance: 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 it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONTRACTOR'S commencement of any work or any of the Work. Upon CITY's written request, CONTRACTOR shall also provide CITY with certified copies of all required insurance policies and endorsements.
- 3.7 Subcontractors:

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

IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide

the CITY Indemnitees with the fullest protection possible under the law. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of CONTRACTOR'S commitment to indemnify, defend and protect CITY as set forth herein.

- 4.2 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR'S performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement.
- 4.3 CITY shall have the right to offset against the amount of any compensation due CONTRACTOR under this Agreement any amount due CITY from CONTRACTOR as a result of CONTRACTOR'S failure to pay CITY promptly any indemnification arising under this Article and related to CONTRACTOR'S failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONTRACTOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required herein, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR'S, SUB-CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V.
TERMINATION

5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONTRACTOR a minimum of five (5) calendar day's prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONTRACTOR shall be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. CONTRACTOR may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONTRACTOR shall cure the following Events of Defaults within the following time periods:
- i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of

Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or

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

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

- C. CITY shall cure any Event of Default asserted by CONTRACTOR within forty-five (45) calendar days of CONTRACTOR'S issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONTRACTOR as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR'S Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR'S performance under this Agreement pending CONTRACTOR'S cure of any Event of Default by giving CONTRACTOR written notice of CITY's intent to suspend CONTRACTOR'S performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be

compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.

- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to CONTRACTOR, CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONTRACTOR, CITY may extend the time of performance;
 - iii. CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR'S breach of the Agreement or to terminate the Agreement; or
 - iv. CITY may exercise any other available and lawful right or remedy.

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

- G. In the event CITY is in breach of this Agreement, CONTRACTOR'S sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks.

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

5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision

contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI.
MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term “Documents and Data” means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONTRACTOR shall require all SUB-CONTRACTORS working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any CONTRACTOR as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONTRACTOR shall not use CITY’s name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 FALSE CLAIMS ACT: CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., section 3789 et seq. and the California False Claims Act, Government Code section 12650 et seq.
- 6.4 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONTRACTOR:
[NAME AND INFO]

CITY:
City of Huntington Park
Attn: [DEPARTMENT]
6550 Miles Avenue
Huntington Park, CA 90255
Phone: (323) XXXXX
Fax: (323) XXXXX

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

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

litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.20 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterpart shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully

executed original counterpart shall be delivered to CONTRACTOR and the remaining two original counterparts shall be retained by CITY.

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

CITY OF HUNTINGTON PARK:

[NAME AND INFO]

By: _____

[CITY REP]

[TITLE]

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:

By: _____

City Attorney

INSURANCE REQUIREMENTS FOR
FOR
DOWNTOWN HUNTINGTON PARK “i-PARK” SYSTEM IMPLEMENTATION
METRO FUNDED CFP NO.: F7702
FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM NO.: LAF7702

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

Coverage shall be at least as broad as:

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

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

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

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

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

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

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

Certificate Holder:

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

Acceptability of Insurers:

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

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

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

SUBJECT TO CHANGE ACCORDING TO EVENT

DATE

Must have a Contact Name & Phone number or email address



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

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

Insurance Company Name(s)

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Must mark either a "Y" or "X"

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

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

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

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

CERTIFICATE HOLDER City of Huntington Park 6550 Miles Avenue Huntington Park, CA 90255	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 SIGNATURE

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

However:

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

2. This insurance does not apply to:

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

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

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

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

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

FAITHFUL PERFORMANCE BOND
FOR

**DOWNTOWN HUNTINGTON PARK “i-PARK” SYSTEM IMPLEMENTATION
METRO FUNDED CFP NO.: F7702
FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM NO.: LAF7702**

**FY 2018/2019
PROJECT NO.: 2018-07**

IN THE CITY OF HUNTINGTON PARK

KNOW ALL MEN BY THESE PRESENTS that _____
_____ as CONTRACTOR and
_____, as SURETY, are held
and firmly bound unto the City of HUNTINGTON PARK, as AGENCY, in the penal sum of
_____ dollars (\$_____), which is one-hundred percent (100%) of the total contract amount for the
above stated project, for the payment of which sum, CONTRACTOR and SURETY agree to be
bound, jointly and severally, firmly by these presents.

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

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

CONTRACTOR* _____

SURETY* _____

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

NOTARY PUBLIC _____

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

MATERIAL AND LABOR BOND

FOR

**DOWNTOWN HUNTINGTON PARK “i-PARK” SYSTEM IMPLEMENTATION
METRO FUNDED CFP NO.: F7702
FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM NO.: LAF7702**

**FY 2018/2019
PROJECT NO.: 2018-07**

IN THE CITY OF HUNTINGTON PARK

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

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

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

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

CONTRACTOR* _____

SURETY* _____

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

NOTARY PUBLIC _____

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

GENERAL SPECIFICATIONS

FOR

**DOWNTOWN HUNTINGTON PARK “i-PARK” SYSTEM IMPLEMENTATION
METRO FUNDED CFP NO.: F7702
FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM NO.: LAF7702**

**FY 2018/2019
PROJECT NO.: 2018-07**

IN THE CITY OF HUNTINGTON PARK

SCOPE OF WORK

The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals to perform the work shown in the plans, specifications, and contract documents. The general items of work are for furnishing all materials, equipment, tools, labor, and incidentals needed to complete the project and doing all work necessary as indicated on the plans, specifications, and contract documents, for the implementing a comprehensive on-street and off-street shared parking system for downtown Huntington Park. The system will assist in locating available parking spaces within the downtown shared parking district along Pacific Boulevard and nearby parking lots/garage, and integrating a mobile pay application compatible with the City’s existing pay station equipment. The work includes: furnishing and installing variable message parking lot signs, wireless GPRS communication gateways, solar and non-solar sensors, bike racks, and bike lockers as shown on the plans and specifications, special provisions and other items not mentioned but indicated on the plans to provide a fully operational intelligent and smart parking system.

LOCATION OF WORK

The general locations and limits of the work are as follows:

- **PACIFIC BOULEVARD FROM RANDOLPH STREET ON THE NORTH TO FLORENCE AVENUE ON THE SOUTH AND NEARBY PARKING LOTS/GARAGE BETWEEN EAST OF RUGBY AVENUE AND WEST OF SEVILLE AVENUE**

TIME FOR COMPLETION

The Contractor shall complete all construction work in every detail within **ninety (90) working days** after the date in the Notice to Proceed to be issued by the City for the awarded improvements.

NOTIFICATION

The Contractor shall notify the City of HUNTINGTON PARK and the owners of all utilities and substructures not less than 48 hours (2 working days) prior to starting construction. The following list of names and telephone numbers is intended for the convenience of the Contractor and is not guaranteed to be complete or correct:

CITY OF HUNTINGTON PARK DEPT OF PUBLIC WORKS	(323) 582-6161
AT&T	(310) 515-2429
INFRAMARK (WATER PURVEYOR)	(323) 587-5969
GOLDEN STATE (WATER PURVEYOR)	(909) 394-2272
WALNUT PARK MUTUAL WATER COMPANY	(323) 585-7321
MAYWOOD MUTUAL WATER COMPANY	(323) 560-2439
UNITED PACIFIC WASTE (TRASH COMPANY)	(866) 699-7600
SPECTRUM	(833) 780-1880
LOS ANGELES COUNTY DEPT. OF PUBLIC WORKS Attention: Mr. Mahdad Derakhshani (mderakas@dpw.lacoiunty.gov)	(626) 458-7136
LOS ANGELES COUNTY SANITATION DISTRICT Attention: Ms. Christine Gurga (engineeringcounter@lacsds.org)	(562) 908-4288 ext. 1205
SOUTHERN CALIFORNIA EDISON Attention: Ms. Regina Gonzales	(323) 720-5298
THE GAS COMPANY Attention: Mr. Luis Ramirez (lramirez5@semprautilities.com)	(310) 687-2090
CHEVRON Attention: Mr. Dave Zerker	(310) 669-4014
UNDERGROUND SERVICE ALERT	(800) 422-4133 Tel (909) 808-8101 Fax

EMERGENCY INFORMATION

The names, addresses and telephone numbers of the Contractor and subcontractors, or their representatives, shall be filed with the Engineer and the City Police Department prior to beginning work.

STANDARD SPECIFICATIONS

The Standard Specifications and Standard Plans of the AGENCY are contained in the Latest Edition, including the current Supplement, of the Standard Specifications for Public Works Construction (SSPWC) and Standard Plans for Public Works Construction (SPPWC). Copies of these Standard Specifications and Plans are available from the publisher, Building News, Incorporated, 1612 South Clementine Street, Anaheim, CA 92802, telephone (714) 517-0970.

The AGENCY also uses the Standard Specifications and plans of the State of California Department of Transportation (Caltrans). These Standard Specifications and Plans are available from Caltrans District 7, Los Angeles or Caltrans Office in Sacramento.

The Standard Specifications set forth above will control the general provisions, construction materials, and construction methods for this contract except as amended by the Plans, Special Provisions, or other contract documents. The following Special Provisions are supplementary and in addition to the provisions of the Standard Specifications unless otherwise noted and the section numbers of the Special Provisions coincide with those of the said Standard Specifications. Only those sections requiring elaboration, amendment, specifying of options, or additions are called out.

NIGHT AND WEEKEND WORK

The AGENCY at its option reserves the right to direct the contractor to grind and pave at night time including Saturdays and Sundays at no cost to the AGENCY. The contractor shall not be allowed any extra compensation or price adjustment if the AGENCY directs him/her to work night shifts including Saturdays and Sundays.

SPECIAL PROVISIONS

FOR

**DOWNTOWN HUNTINGTON PARK “i-PARK” SYSTEM IMPLEMENTATION
METRO FUNDED CFP NO.: F7702
FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM NO.: LAF7702**

**FY 2018/2019
PROJECT NO.: 2018-07**

IN THE CITY OF HUNTINGTON PARK
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16	Remove Existing Posts	BD-17
17	Furnish and Construct Concrete Bollard	BD-17
18	Install New 1.5” Conduit with Directional Boring	BD-18

SPECIAL PROVISIONS
PART 1 – GENERAL PROVISIONS

FOR

**DOWNTOWN HUNTINGTON PARK “i-PARK” SYSTEM IMPLEMENTATION
METRO FUNDED CFP NO.: F7702
FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM NO.: LAF7702**

**FY 2018/2019
PROJECT NO.: 2018-07**

IN THE CITY OF HUNTINGTON PARK

The work for the completion of the Project shall be performed in accordance with the Standard Specifications for Public Works Construction (SSPWC), latest Edition (hereinafter referred to as the "General Provisions"), in so far as the same applies to the Project, the Standard Plans and the Contract Documents.

For purposes of this Project, the following General Provisions are amended, as follows:

SECTION 1 – TERMS, DEFINITIONS, ABBREVIATIONS AND SYMBOLS

The following additions/modifications are hereby made to Subsection 1-2 of the Standard Specifications:

1-2 DEFINITIONS

AGENCY:	City of HUNTINGTON PARK
Board:	City Council of the City of HUNTINGTON PARK
Caltrans:	State of California, Department of Transportation
County:	County of Los Angeles
Engineer:	The City Engineer of the City of HUNTINGTON PARK or his authorized representative
Federal:	United States of America
Contractor:	The word Contractor means the Contractor as defined herein or his authorized representative.

SECTION 2 – SCOPE AND CONTROL OF THE WORK

2-1 AWARD AND EXECUTION OF CONTRACT

Subsection 2-1 of the Standard Specifications is hereby replaced with the following:

Within ten working days after the date of the AGENCY's notice of award, the Contractor shall execute and return the following contract documents to the AGENCY:

- Contract Agreement
- Faithful Performance Bond
- Material and Labor Bond
- Public Liability and Property Damage Insurance Certificate
- Worker's Compensation Insurance Certificate
- Project Schedule

Failure to comply with these requirements will constitute non-responsiveness on the part of the Contractor and will result in annulment of the award by the Agency and forfeiture of the Proposal Guarantee by the Contractor.

The Contract Agreement shall not be considered binding upon the AGENCY until executed by the authorized AGENCY official.

A corporation to which an award is made may be required, before the Contract Agreement is executed by the AGENCY, to furnish evidence of its corporate existence, of its right to enter into contracts in the State of California, and of the authority of its officers to sign contracts and bonds for the corporation.

2-3 SUBCONTRACTS

The whole paragraph of Subsection 2-3.2 of the Standard Specifications is hereby deleted and replaced with the following:

The Contractor shall perform or provide, with its own organization, contract labor, materials, and equipment amounting to at least 50 percent of the Contract Price. The contract labor performed or provided by the Contractor shall amount to at least 25 percent of the total contract labor for the Contract. Contract labor shall exclude the Contractor's superintendent. Any designated "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the Contract Price before computing the amount of contract labor, materials, and equipment required to be performed or provided by the Contractor with its own organization. Where an entire item is subcontracted, the value of contract labor, materials, and equipment subcontracted will be based on the estimated percentage of the Contract Unit or Lump Sum Price, determined from information submitted by the Contractor, subject to approval by the Engineer.

The Contractor with the bid package shall submit a list of all subcontractors intended to perform work on the project. This list shall include the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the prime contractors total bid. The prime contractor shall provide a description by bid item number or otherwise fully designate the portion of work to be performed by each subcontractor.

2-4 CONTRACT BONDS

The second sentence of the fourth paragraph of Subsection 2-4 of the Standard Specifications is hereby deleted and replaced with the following: The Faithful Performance Bond (Warranty Bond) shall remain in force until one (1) year of recordation of the Notice of Completion. The Material and Labor Bond shall remain in force until thirty-five days after the date of recordation of the Notice of Completion.

The second and third sentences of the third paragraph of Subsection 2-4 of the Standard Specifications are hereby deleted and replaced with the following: The "Payment Bond" (Material and Labor Bond) shall be for not less than 50 percent of the contract price, to satisfy claims of material suppliers and of mechanics and laborers employed by it on the work. The Payment Bond shall remain in effect until thirty-five days after the date of recordation of the Notice of Completion.

2-5 PLANS AND SPECIFICATIONS

2-5.1 General

The following is added to the General Specifications:

The Contractor shall maintain a control set of Plans and Specifications on the project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on this control set to show the as-built conditions. Upon completion of all work, the Contractor shall return the control set to the Engineer. Final payment will not be made until this requirement is met.

2-9 SURVEYING

2-9.1 Permanent Survey Markers

The following is added after the first paragraph of this subsection of the Standard Specifications:

The Contractor shall reset disturbed monuments and provide a Corner Record Survey filed with the County Surveyor and City Engineer. Corner Record Surveys shall be completed by a Surveyor licensed in the State of California to practice surveying.

2-9.2 Surveying Services

This subsection of the Standard Specifications is hereby deleted and replaced with the following:

The Contractor will furnish a Surveyor as needed for layout of the work and the resetting of monuments.

SECTION 4 - CONTROL OF MATERIALS

4-1 MATERIALS AND WORKMANSHIP

4-1.1 General

The following is hereby added to this subsection of the Standard Specification:

The Contractor and all subcontractors, suppliers, and vendors, shall guarantee that the entire work will meet all requirements of this contract as to the quality of materials, equipment, and workmanship. The Contractor, at no cost to the AGENCY, shall make any repairs or replacements made necessary by defects in materials, equipment, or workmanship that become evident within one (1) years after the date of recordation of the Notice of Completion. Within this one-year period, the Contractor shall also restore to full compliance with requirements of this contract any portion of the work which is found to not meet those requirements. The Contractor shall hold the AGENCY harmless from claims of any kind arising from damages due to said defects or noncompliance. The Contractor shall make all repairs, replacements, and restorations within thirty (30) days after the date of the City Engineer's written notice.

4-1.6 Trade Names or Equals

The first and second paragraphs of this subsection of the Standard Specifications are hereby replaced with the following:

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

SECTION 5 – UTILITIES

5-1 LOCATION

The agency did not perform any utility investigation. The Contractor shall be responsible to contact USA to mark all utilities and shall conduct this operation to protect all marked utilities in place. Any damaged utility line shall be repaired at the contractor sole expense. The price for protecting all utilities in place shall be considered as paid for in the various Bid items and no additional compensation shall be allowed thereafter.

SECTION 6 – PROSECUTION, PROGRESS, AND ACCEPTANCE OF WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK

The following is hereby added to this subsection of the Standard Specifications:

The Contractor's proposed Construction Schedule shall be submitted to the Engineer within ten working days after the date of the Agency's execution of the Contract Agreement. The schedule shall be supported by written statements from each supplier of materials or equipment indicating that all orders have been placed and acknowledged, and setting forth the dates that each item will be delivered.

Prior to issuing the Notice to Proceed, the Engineer will schedule a preconstruction meeting with the Contractor to review the proposed Construction Schedule and delivery dates, arrange utility coordination, discuss construction methods, and clarify inspection procedures.

The Contractor shall submit periodic Progress Reports to the Engineer by the last day of each month. The Report shall include an updated Construction Schedule. Any deviations from the original schedule shall be explained. Progress payments will be withheld pending receipt of any outstanding reports.

6-7 TIME OF COMPLETION

6-7.1 General

This subsection of the Standard Specifications shall be replaced by the following:

All construction work is to be completed within **ninety (90) working days**.

6-7.2 Working Day

The following is hereby added to this subsection of the Standard Specifications:

The Contractor's activities shall be confined to the hours between 7:00 a.m. and 3:30 p.m., Monday through Friday, excluding holidays. Deviation from these hours will not be permitted without the prior consent of the Engineer, except in emergencies involving immediate hazard to persons or property. In the event of either a requested or emergency deviation, inspection service fees will be charged against the Contractor. The service fees will be calculated at overtime rates including benefits, overhead, and travel time. The service fees will be deducted from any amounts due the Contractor. Should the Contractor choose nighttime work, any and all lighting and traffic control, as needed, shall be provided by the Contractor.

6-9 LIQUIDATED DAMAGES

The liquidated damages value is hereby amended to be **\$5,000.00 per day**.

SECTION 7 – RESPONSIBILITIES OF THE CONTRACTOR

7-1 CONTRACTOR'S EQUIPMENT AND FACILITIES.

The following is hereby added to this subsection of the Standard Specifications:

7-1.4 A noise level limit of 86 dba at the distance of fifty feet shall apply to all construction equipment on or related to the job whether owned by the Contractor or not. The use of excessively loud warning signals shall be avoided except in those cases required for the protection of personnel.

7-1.5 All noise producing project equipment and vehicles using internal combustion engines shall be equipped with mufflers, and air inlet silencers where appropriate, in good operating condition that meet or exceed original factory specifications. Mobile or fixed “package” equipment (e.g. arc-welders, air compressors) shall be equipped with shrouds and noise control features that are readily available for that type of equipment.

7-1.6 All mobile or fixed noise producing equipment used on the project, which is regulated for noise output by a local, state, or federal agency, shall comply with such regulation while in the course of project activity.

7-1.7 Electrically powered equipment instead of pneumatic or internal combustion powered equipment shall be used, where feasible.

7-1.8 Material stockpiles and mobile equipment staging, parking, and maintenance areas shall be located as far as practical from residences.

7-1.9 The hours of conventional construction activities shall be restricted to the periods and days permitted by the local noise or other applicable ordinance. In accordance with the City of HUNTINGTON PARK Noise Ordinance, these activities include (but are not limited to) construction, noisy maintenance activities, all spoils and material transport, demolition, and grading and are prohibited between the hours of 4:00 p.m. and 8:00 a.m. on weekdays (Monday through Friday), Saturday and Sundays, and legal holidays, except in cases of emergency as determined and approved in writing by the City Engineer.

7-1.10 The use of noise producing signals, including horns, whistles, alarms, and bells shall be for safety warning purposes only.

7-1.11 No project related public address, paging, two-way radio, or music system shall be audible at any adjacent residence.

7-1.12 The on-site construction supervisor shall have the responsibility and authority to receive and resolve noise complaints. An appeal process to the City shall be established prior to construction commencement that will allow for resolution of noise problems that cannot be immediately solved by the site supervisor.

7-1.13 The Contractor shall develop a project noise control plan, which shall be approved and implemented prior to commencement of any construction activity.

7-1.14 Noise control features and plans shall be reviewed and approved by a noise control engineering professional.

7-1.15 Contract incentives may be offered to the construction contractor to minimize or eliminate noise complaints resulting from project activities.

7-1.16 The erection of temporary sound wall barriers shall be considered where project activity is unavoidably close to residences.

7-1.17 Caltrans Standard Specifications (Sections 7 and 42) and Standard Special Provisions (that provide limits on construction noise levels) shall be applied and enforced by the City on the project Contractor.

7-1.18 Arrange noisiest operations together in the construction program to avoid continuing periods of annoyance.

7-1.19 If practical, implement project noise abatement features prior to construction.

7-2 LABOR

7-2.2 Laws

The following is hereby added to this subsection of the Standard Specifications:

The Contractor, and all subcontractors, suppliers and vendors, shall comply with all AGENCY, State and Federal orders regarding affirmative action to ensure equal employment opportunities and fair employment practices. Failure to file any report due under said orders will result in suspension of periodic progress payments. The Contractor shall ensure unlimited access to the job site for all equal employment opportunity compliance officers. In accordance with the labor Code, as provided in Section 1773 et seq., the City has on file in the City Clerk's office the latest prevailing rates as established by the Director of Industrial Relations of the State of California. The Contractor shall not pay less than these rates.

7-3 LIABILITY INSURANCE

The liability insurance coverage values are hereby amended to be:

<u>Insurance Coverage Requirements</u>	<u>Limit Requirements</u>
Comprehensive General Liability	\$2,000,000
Product/Completed Operations Hazard	\$2,000,000
Comprehensive Automobile Liability	\$2,000,000
Contractual General Liability	\$2,000,000
Worker's Compensation	Statute

A combined single limit policy with aggregate limits in the amount of \$2,000,000 will be considered equivalent to the required minimum limits. A pro forma copy of the policy(s) shall be submitted to the City. A certificate of endorsement naming the City and its Agents as additional insured identifying the coverage limits, dates of coverage insurance provided and project number is required.

7-5 PERMITS

The text of Subsection 7-5 of the Standard Specifications is hereby deleted and replaced with the following:

Prior to the start of any work, the Contractor shall take out the applicable AGENCY permits and make arrangements for AGENCY inspections. The AGENCY will issue the permits at no charge

to the Contractor. The Contractor and all subcontractors shall each obtain an AGENCY business license, and shall be licensed in accordance with the State Business and Professions Code. The Contractor shall also obtain any and all other permits, licenses, inspections, certificates, or authorizations required by any governing body or entity.

The Contractor shall pay all costs incurred by the permit requirements.

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

The second paragraph of Subsection 7-9 of the Standard Specifications is hereby deleted and replaced with the following:

The Contractor shall relocate, repair, replace or re-establish all existing improvements within the project limits which are not designated for removal (e.g., curbs, sidewalks, driveways, fences, walls, sprinkler systems, signs, utility installations, pavements, structures, etc.) which are damaged or removed as a result of the operations or as required by the Plans and Specifications.

Where existing traffic striping, pavement markings, and curb markings are damaged or their reflectivity reduced by the Contractor's operations, such striping or markings shall also be considered as existing improvements and the Contractor shall repaint or replace such improvements.

Reallocations, repairs, replacements or re-establishments shall be at least equal to the existing improvements and shall match such improvements in finish and dimensions unless otherwise specified.

The last paragraph of Subsection 7-9 of the Standard Specifications is hereby deleted and replaced with the following:

All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or re-establishing existing improvements shall be included in the bid.

7-10 PUBLIC CONVENIENCE AND SAFETY

The subsection 7-10.1 of the Standard Specifications is hereby deleted and replaced with the following:

7-10.1 Traffic and Access

The Contractor shall notify the occupants of all affected properties in writing at least forty-eight hours (2 working days) prior to any temporary obstruction of access. Vehicular access to the property line shall be maintained except as required for construction for a reasonable period of time. No overnight closure of any driveway will be allowed except as permitted by the Engineer.

At least one twelve-foot wide traffic lane shall be provided for each direction of travel on all streets at all times except as permitted by the Engineer. The Contractor must submit a traffic control plan to the City and obtain approval of same in writing from the City Engineer. The Contractor shall maintain at least one lane of traffic in each direction at all times during construction. The plan shall be prepared per latest edition of California Manual on Uniform Control Devices (CA-MUTCD).

There are some driveways that require replacement in order to be American with Disabilities Act (ADA) compliant. Where a property has two driveways, only one driveway at a time can be closed for replacement. Where a single driveway to a property has a considerable width, half of the driveway is to be closed, worked on and reopened for usage before the other half of the driveway can be worked on.

All driveways have to be open for access during project non-construction hours and days which may require use of plating and other devices or methods.

No driveway can be worked on until the owner/tenant has been informed in writing with five (5) working days' notice of the scheduled work and has agreed to the planned schedule of the Contractor.

Under situations of driveway closure to pedestrians, the Contractor shall post advance notice on barricades to direct pedestrian to use the sidewalk on the opposite side of the street or the Contractor may elect to provide continuous K-rail in the curb lane to allow pedestrians to walk in the curb lane behind the K-rail. Any and all devices such as plates, barricades, K-rails and notices shall be continuously maintained for pedestrian and vehicle safety. No curb lanes shall be closed during non-working days of the week. Appropriate advance warning signs shall be continuously maintained as needed during the project. All such devices, warning signs and interruptions of normal vehicle lanes, parking lanes and pedestrian walkways shall be shown on the Traffic Control Plan for advance approval by the Agency.

Clearances from traffic lanes shall be five feet to the edge of any excavation and two feet to the face of any curb, pole, barricade, delineator, or other vertical obstruction.

Clearances from traffic lanes shall be five feet to the edge of any excavation and two feet to the face of any curb, pole, barricade, delineator, or other vertical obstruction.

Any striped roadway shall be delineated by the Contractor with temporary raised reflective markers when it is to be left un-striped overnight.

7-10.3.1 Street Closures, Detours, Barricades

This subsection is added to section 7-10.3 of the Standard Specifications:

Street closures will not be allowed except as specifically permitted by the Engineer.

At the Pre-Construction meeting, the Contractor shall submit to the Engineer a detailed written plan for traffic control and construction sequencing for the project. The plan shall include drawings as necessary to clearly outline how traffic flow and pedestrian walkways will be handled during the course of construction and where detour and advance notice signs will be posted.

Traffic lane transitions shall not be sharper than a taper of thirty to one.

Temporary traffic channelization shall be accomplished with barricades, K-rail sections or delineators. Temporary striping will not be allowed unless specifically permitted by the Engineer. The Contractor shall prepare any plans that may be required for temporary striping to the

satisfaction of the Engineer. In no event will temporary striping be allowed to remain on finish pavement surfaces.

In no case shall traffic be diverted from the existing traveled way without prior approval of the City Engineer.

The contractor shall include in his Traffic Control Plan use of lighted message boards to notify traffic of project and any changes in vehicle or pedestrian travel routes.

If the Contractor shall fail to provide and install any of the signs or traffic control devices ordered by the Engineer, the Engineer may either stop the work or cause such signs or traffic control devices to be placed by others and charge the cost therefor against the Contractor, and deduct same from the next progress payment

7-10.6 Protection of the Public

Subsection 7-10.6 is hereby added to Section 7 of the Standard Specifications as follows:

It is part of the service required of the Contractor to make whatever provisions are necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as its operations warrant to protect the public from danger, loss of life or loss of property, which would result from interruption or contamination of public water supply, interruption of other public services, or from the failure of partly completed work or partially removed facilities. Unusual conditions may arise on the work, which will require that immediate and unusual provisions be made to protect the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of work under this contract.

Whenever, in the opinion of the Engineer, an emergency exists against which the Contractor has not taken sufficient precaution for the public safety, protection of utilities and protection of adjacent structures or property, which may be damaged by the Contractor's operations and when, in the opinion of the Engineer, immediate action shall be considered necessary in order to protect the public or property due to the Contractor's operations under this contract, the Engineer will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on the situation within a reasonable time period, the Engineer may provide suitable protection to said interests by causing such work to be done and material to be furnished as, in the opinion of the Engineer may seem reasonable and necessary.

The cost and expense of said labor and material, together with the cost and expense of such repairs as are deemed necessary, shall be borne by the Contractor. All expenses incurred by the AGENCY for emergency repairs will be deducted from the progress payments and the final payment due to the Contractor. However, if the AGENCY does not take such remedial measures, the Contractor is not relieved of the full responsibility for public safety.

SECTION 8 – FACILITIES FOR AGENCY PERSONNEL

The following is hereby added to this subsection of the Standard Specifications:

No field offices for AGENCY personnel will be required, however, the AGENCY personnel shall have the right to enter upon the project at all times and shall be admitted to the offices of the Contractor for the project in the City if so provided by the Contractor for his own personnel.

SECTION 9 – MEASUREMENT AND PAYMENT

9-3 PAYMENT

9-3.2 Partial and Final Payment

The text of Subsection 9-3.2 of the Standard Specifications is hereby deleted and replaced with the following:

The closure date for the purpose of making partial progress payments will be on or about the twenty-fifth (25th) day of each month. The Contractor shall prepare the approximate measurement of the work performed through the closure date and submit it to the AGENCY for approval along with an updated construction schedule.

When the work is complete, the Engineer will determine the final quantities of the work performed and prepare the final progress payment.

Payments are commonly authorized and made within forty five days following the last day of the month submitted. However, payments will be withheld pending receipt of any outstanding reports required by the contract documents. In addition, the final progress payment will not be released until the Contractor returns the control set of Plans and Specifications showing the as-built conditions and any other required documents.

A full five percent (5%) retention will be deducted from all progress payments. The final retention will be authorized for final payment thirty-five (35) days after the date of recordation of the Notice of Completion.

The Contractor, however, may receive interest on the retention for the length of construction, or receive the retention itself as long as the retention is substituted with escrow holder surety of equal value.

At the request and expense of the Contractor, surety equivalent to the retention may be deposited with the State Treasurer or a State or Federally chartered bank as the escrow agent, who shall pay such surety to the Contractor upon satisfactory completion of the contract.

Sureties eligible for investment shall include those listed in Section 16430 of the State Government Code or bank or savings and loan certificates of deposit.

Any escrow agreement entered into shall contain the following provisions:

- (a) The amount of surety to be deposited;
- (b) The terms and conditions of conversion to cash in case of default of the Contractor; and
- (c) The termination of the escrow upon completion of the contract.

9.3.3 Delivered Materials

This subsection of the Standard Specifications is hereby replaced in its entirety by the following:

Materials and equipment delivered but not incorporated into the work will not be included in the estimate for progress partial payment.

SECTION 10 – CITY STANDARDS, STANDARD PLANS AND DRAWINGS

Section 10 is hereby added to the Standard Specifications as follows:

All public improvements, construction and dedications required and described in this manual shall conform to the standards and specifications of the City. Standards, Standard Plans and Drawings of the following agencies are used by the City of HUNTINGTON PARK and are part of the City's standards. Where there is ambiguity or conflict between standards over which standard shall apply, the City Engineer shall determine what shall apply, and his determination shall be final. All construction is subject to the approval of the City Engineer.

Standard Plans – Standard Plans for Public Works Construction, SPPWC, “Latest Edition and Supplement”.

Los Angeles County Public Works Department – Greenbook and all plans except those modified or replaced by City Standards.

Los Angeles County Flood Control District - Applicable storm drains.

Sanitation Districts of Los Angeles County - Applicable sewer and manholes.

State of California – California Department of Transportation (Caltrans) Standard Specifications and Standard Plans

City Standards - All applicable standard plans.

Standard Specifications - The latest edition of, and applicable amendments to, the “Standard Specifications for Public Works Construction (SSPWC).”

California Manual on Uniform Traffic Control Devices (CA-MUTCD), “Latest Edition”.

SPECIAL PROVISION
PART 2 – BID ITEM DESCRIPTION

FOR

**DOWNTOWN HUNTINGTON PARK “i-PARK” SYSTEM IMPLEMENTATION
METRO FUNDED CFP NO.: F7702
FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM NO.: LAF7702**

**FY 2018/2019
PROJECT NO.: 2018-07**

IN THE CITY OF HUNTINGTON PARK

Sections 3-2.2.2 “Increase more than 25 percent” and 3-2.2.3 “Decrease of more than 25 percent” are hereby deleted. Payments for all bid Items shall be based on field measurements and no additional payment shall be allowed. All Bid Items shall be in accordance with the Standard Specifications for Public Works Construction (SSPWC), including supplements, State of California Department of Transportation (Caltrans) Standard Specifications, Latest Edition, and the Special Provisions and General Conditions of these specifications.

The Contractor shall mobilize to start the project 10 working days from the award of the contract. The agency shall be counting the working days from the said date.

Bid Item No. 1 – Mobilization/Demobilization (Not to exceed 3% of total of all other Prime Contract Bid Items)

Mobilization shall conform to the provisions of Sections 9-3.4 of the Standard Specifications.

Mobilization and demobilization shall consist of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, materials, and incidentals to and from the project site necessary for work on the project and for all other work and operations which must be performed or costs incurred including bonds, insurance, and financing prior to beginning work on the various contract items on the project site. Mobilization shall also include the time, materials, and labor to move the necessary construction equipment to and from the site, supervisory time on the job by the Contractor’s personnel to keep the construction site in a safe condition, and all other related work as required at all times and for all non-working days during the construction period. The Contractor is responsible for securing an adequate storage site for equipment and materials. Demobilization includes removal of all equipment and materials from the site, clean up and restoration of the work site at the end of project. This bid item shall also include clearing and grubbing operations preceding and post construction consisting of removing all natural and artificial objectionable materials from the Right-of-Way in construction areas, road approaches and material sites. Clearing and grubbing shall conform to the provision of section 300-1 of the standard specifications.

No additional amounts shall be paid for erosion control, Best Management Practices (BMP), erosion damage clean-up, and removal of debris from the project site, NPDES requirements, or removal of soil and other materials deposited on public streets by construction traffic.

Best Management Practices (BMP) shall be defined as any program, technology, process, citing criteria, operating method, measure, or device, which controls, prevents, removes, or reduces pollution. The Contractor shall obtain and refer to the California Storm Water Best Management Practice Handbooks, Volume 3, Construction BMP Handbook and the Los Angeles County Department of Public Works Best Management Practices Handbook for Construction Activities.

Los Angeles County Department of Public Works
Cashier's Office
900 South Fremont Avenue
Alhambra, CA 91803
Telephone: 626-458-6959

The Contractor shall have a minimum of two readily accessible copies of each publication on the Contract site at all times plus any copies of applicable environmental mitigation plans.

Additional BMPs may be required as a result of a change in actual field conditions, contractor activities, or construction operation. When more than one BMP is listed under each specific BMP category, the Contractor shall select the appropriate and necessary number of BMPs within each category in order to achieve the BMP objective.

BMPs for Contractor activities shall be continuously implemented throughout the year and project time period. BMPs for erosion control and sedimentation shall be implemented during the period from October 15 to April 15, and whenever the National Weather Service Predicts rain within 24 hours. BMPs for erosion control and sedimentation shall also be implemented prior to the commencement of any Contractor activity or construction operation, which may produce run-off, and whenever run-off from other sources may occur.

The Agency (City), as a permittee thereto, is subject to enforcement actions by the State Water Resources Control Board, Environmental Protection Agency, and private citizens. The Agency will pass through to the Contractor any penalty assessed by these entities for each calendar day that the Contractor has not fully implemented the BMPs specified for the Contract and/or is otherwise in noncompliance with these provisions. In addition, the Agency will deduct, from the final payment due the Contractor, the total amount of any fines levied on the Agency, plus legal and staff costs, as a result of the Contractor's lack of compliance with these provisions and/or less than complete implementation of the specified BMPs.

Payment for Mobilization/Demobilization shall be included in the **Lump Sum (LS) Price** and shall be considered full compensation for obtaining all business licenses and permits, as required for the entire project, from all related agencies, including, but not limited to, utility companies, private and public agencies and the City of HUNTINGTON PARK; and complying with the requirements specified in those licenses and permits; coordination, implementation of Best Management Practices, and incidentals necessary to perform all related items of work. Progress payments for this bid item shall be paid for in accordance with the completion percentage of the

project to the Contractor and shall include the cost of such mobilization administration during the entire contract period and demobilization. No additional compensation will be allowed therefor. The sum total of this Bid Item shall not exceed 3% of the total of all other Bid Items.

Bid Item No. 2 – Traffic Control

Traffic Control, Traffic Control plan, construction signing and traffic maintenance shall comply with the provisions of Subsection 7-10 of the Standard Specification, Subsection 56-2 of the Caltrans Standard Specifications, and the current requirements set forth in the “Manual of Traffic Controls for Construction and Maintenance Work Zones” published by the Department of Transportation, State of California, and California Manual on Uniform Traffic Control Devices (CA-MUTCD), Latest Edition, by the Federal Highway Administration and California, the traffic control plans and these Special Provisions.

The Contractor shall maintain the following clearances from the edge of traffic lanes:

- 1) 5 feet to any excavation,
- 2) 2 feet to curbs or temporary concrete barriers,
- 3) 10 feet to poles and other obstructions on uncurbed roadways.

If determined by the Engineer that it is necessary to decrease these minimum distances to allow for the prosecution of the work, the Contractor shall provide all protective devices required by the Engineer to adequately protect the public.

PUBLIC CONVENIENCE

Within ten working days after the date of the Agency’s execution of the Contract Agreement the Contractor shall submit a proposed Construction Schedule for approval. Based on the approved project schedule, the Contractor shall notify residents and businesses of the proposed work and post temporary “NO PARKING” signs at no cost to the City. Signs shall be posted at all intersections, and on each side of the street a maximum of 200 feet between signs. Signs may not be attached to existing poles, street lights standards or trees. All signs must be posted on delineators or stakes provided by the Contractor. The “NO PARKING” signs shall be in place not less than seventy two (72) hours prior to performing the work; therefore a request for changes in the schedule requiring additional posting shall be submitted by the Contractor for approval by the Engineer at least seventy-two (72) hours prior to reconstruction and paving the street. All conflicting parking signage shall be covered.

Due to the nature of this project involving major inconvenience to residents and businesses, a good Public Relations Program is mandatory and evidence of satisfactory past performance in this area will be required.

The Contractor is to distribute two (2) “Public Notice” to each residence and business affected by the project. The first notice shall be distributed ten (10) calendar days prior to the start of any work. The second notice shall be distributed at least seventy two (72) hours prior to the start of work on a specific section of the street. A sample copy of the notice must be approved by the City.

Said notice shall be attached to a red information hanger provided by the Contractor and hung on the gate or front door know. The Contractor shall also coordinate with the bus services to ensure the safe operation of buses and access to bus stops in the construction area. Notices shall be in English and Spanish languages.

The Contractor shall also coordinate with the street sweeping, trash disposal, HUNTINGTON PARK Bus Lines and postal services agencies to ensure the safe operation of their vehicle and access in the construction area.

All complaints received by the City associated with the construction project alleging damage to private property and vehicles shall be responded to by the Contractor within twenty-four (24) hours (one working day) of notification. Failure to comply with this provision may result in a penalty of One Hundred dollars (\$100.00) per occurrence.

All trucks, which the Contractor proposes to use, that exceed the legal load limit when loaded will be required to have overweight permits issued by the City.

The Contractor shall be responsible for adequate barricading of the work area and controlling of traffic in the vicinity of the project as specified in Subsection 7-10 of the General Provisions.

PROTECTION OF WORK AND PUBLIC

The Contractor shall take all necessary measures to protect work and prevent accidents during any and all phases of the work. The Contractor shall repair all damaged pavement as a result of vandalism (i.e., vehicle tracks, footprints, graffiti, etc.) If deemed necessary by the City, the Contractor shall repair the defective area in accordance with these special provisions.

CONSTRUCTION SIGNING

Construction signing shall consist of furnishing, installing, maintaining and removing construction signs and barricades as required by the “California Manual on Uniform Traffic Control Devices”, CA- MUTCD. The traffic control system shall be installed on a road prior to starting work for that road and shall not be removed until all work has been completed on that road. Existing speed limit signs, which conflict with the work zone speed limit, shall be covered during the entire construction period. If any Traffic Control is required within a 100 ft from a signalized intersection, the contractor shall submit a Traffic Control Plan.

TRAFFIC MAINTENANCE

The Contractor shall be responsible for handling vehicular and pedestrian traffic in accordance with Subsection 7-10 of the Standard Specifications and these Special Provisions.

The Contractor shall prepare all necessary traffic control plans and submit to the City for approval at the pre-construction meeting. The traffic control plans shall be prepared by a California Licensed Traffic Engineer and shall show:

1. Notification Signs.
2. Existing and temporary lane lines.
3. Dimensions of the work zone and street improvements.
4. Advance warning signs.
5. Delineators

The plans shall be submitted to the City at the preconstruction meeting prior to commencing work and shall incorporate a complete and separate plan for each stage of construction proposed by the Contractor. This plan shall indicate the sequence of lanes or portions of lanes being closed for each phase. The traffic control plans shall indicate the travel plan for each phase of construction. The traffic control plans shall state:

1. That the plan will conform to “California Manual on Uniform Traffic Control Devices”, CA-MUTCD.
2. Emergency contact person and phone number.
3. Minimum lane widths and minimum clearance to obstructions.

The traffic control plan shall be approved by the City Engineer prior to beginning any removals.

The Contractor shall cooperate with the City Engineer relative to handling traffic through all work areas and shall make his own arrangements relative to keeping the working area clear of parked vehicles and maintaining clear access to driveways.

The Contractor shall furnish and install construction notification signs per traffic control plans and as specified by the City of HUNTINGTON PARK.

The Contractor shall provide for controlled pedestrian crossings through the work. Crossings shall provide pedestrians a means of passing over or through the work without tracking tack coat or hot asphalt concrete or P.C.C. work or endangering pedestrian safety. All temporary pedestrian crossings shall be in compliance with the latest Americans with Disabilities Act design standards and supplements.

At intersections, if a cross road needs to be temporarily closed when work is in progress through the intersection and the anticipated traffic delay is more than five (5) minutes, a detour sign shall be installed on the cross street and shall include the installation of advance signing displaying the anticipated delay time. The signing of the detour route shall be approved by the Engineer prior to installation of the detour and closure of the road.

The Contractor shall provide for one lane of travel in each direction at all times unless approved by the Engineer. When two-way traffic is restricted to one lane in each direction, and when applying paving past intersecting roads, traffic shall be controlled as required by the “California Manual on Uniform Traffic Control Devices”, CA-MUTCD. A pilot car and driver will be

required at various locations if control by flaggers and/or control devices proves deficient in the opinion of the Engineer. In no case shall the Contractor provide less than one (1) lane of travel in each direction through the construction zone including cross-streets.

Contractor's equipment and personal vehicles of the Contractor's employees shall not be parked on the traveled way at any time. Overnight parking of construction equipment shall be confined to an approved storage site selected by the Contractor and approved by the City.

TEMPORARY GUIDE MARKERS

Temporary guide markers shall be portable Caltrans Standard Specifications approved delineators. Only one type of temporary guide marker shall be used on any road at any one time.

Temporary guide markers shall be placed adjacent to the edge of all vertical lips or excavations that exceed 3/4 inches. If the temporary guide markers are damaged, or are not in an up-right position, from any cause, said markers should immediately be replaced or restored to their original locations, in an upright position by the Contractor.

PORTABLE DELINEATORS

The vertical portion of the portable delineators shall be brilliant orange or predominantly orange in color. The posts shall not be less than 100 square inches, measured through the vertical axis of the delineator, normal to the roadway. The minimum height shall be thirty-seven (37) inches above the traveled way.

Two 4-inch nominal width reflective bands shall be mounted a minimum of 1 ½ inches apart and at a height on the post so that one reflective band will be between 2.5 feet and 3 feet above the roadway surface.

Reflective bands shall be flexible vinyl plastic, either white or yellow, and shall have not less than the following dry reflective values at a 0.2 degree divergence angle, expressed I units if candlepower per foot-candle per square foot. The wet reflective values shall not be less than ninety percent (90%) of the dry values.

<u>Angle of Incidence</u>	<u>Dry Reflective Value</u>		
	<u>4°</u>	<u>5°</u>	<u>30°</u>
White	250	165	50
Yellow	10	110	50

All tests for reflective values shall be performed in accordance with California Test Method No. 642.

The portable delineators shall be spaced as necessary for proper delineation; however, in no case shall the spacing between portable delineators exceed thirty (30) feet on tangents or twenty (20) feet on curves.

FLUORESCENT TRAFFIC CONES

Provide lighted flashers and lighting for night time. Traffic cones shall be fluorescent new or reconditioned and of good commercial quality, flexible material suitable for the purpose intended. The outer section of the portion above the base of the cone shall be highly pigmented fluorescent orange polyvinyl compound. The overall height of the cone shall be anchored in a manner such that the traffic cone will remain in an upright position.

The fluorescent traffic cones shall be spaced as necessary for proper delineation; however, in no case shall the spacing between fluorescent cones exceed thirty (30) feet on tangents or twenty (20) feet on curves.

STRIPING

Temporary striping and marking for traffic control shall conform to Section 310-5.6.5 of the Standard Specifications. Temporary striping and marking which has no further use shall be removed by wet sandblasting, and all sand used in sandblasting shall be removed without delay as the sandblasting operation progresses.

RESTRICTIONS ON CLOSURE OF STREETS AND TRAFFIC LANES

The Contractor shall conduct all operations so as to provide access to the adjoining properties and have no greater length or quantity of work under construction that can be properly prosecuted with a minimum of inconvenience to the public.

The Contractor shall construct temporary A.C. ramps or equal to provide safe and drivable access to residents and business properties daily.

The Contractor shall coordinate all shipments and deliveries to businesses. If steel plates are required, they shall be provided by the Contractor at no additional cost to the City.

The Contractor shall be responsible for furnishing, placing and maintaining barricades and lights as necessary to protect the public from danger due to the work being done.

No additional amounts shall be paid for erosion control, erosion damage clean-up, and removal of debris from the project site, NPDES requirements, or removal of soil deposited on public streets by construction traffic.

Payment for Traffic Control shall be included in the **Lump Sum (LS) Price** base shall be considered full compensation for providing safe traffic control, preparing and providing traffic control plan during the project, temporary striping, obtaining all approvals and permits, as required, from all related agencies, including, but not limited to, public agencies and the City of HUNTINGTON PARK; and complying with the requirements specified in those licenses and permits, coordination,; and incidentals necessary to perform all related items of work.

Bid Item No. 3 – Furnish and Install Surface Mounted Solar Powered Sensor

This bid item shall include all labor, material and equipment required to install a fully functional surface mounted solar powered sensor in each of the stalls indicating in the plans. Each wireless solar powered sensor will be able to communicate with the solar powered GPRS and any other necessary devices to relay its information to the server, program system, and variable message signs. Sensor shall have a minimum of 30-day runtime with no solar energy and be able to integrate with third party hardware. Placement of sensor shall follow manufacturer’s instructions on proper installation. Surface mounted solar powered sensor shall be integrated into the smart parking system for data collection to the LED variable message signs

A certificate of warranty shall be submitted to the City after proper testing. In addition, an individual certificate of warranty for each component of the assembly shall be submitted along with the manual for use.

Payment for Furnishing and Installing Surface Mounted Solar Powered Sensor shall be at the contract unit price per **Each (EA) unit**, and shall include full compensation for furnishing all labor, materials, tools, equipment, installation, finishing, hauling, and incidentals for doing all the work involved complete in place and as shown on the plans and as required by the Project Specifications and no additional compensation will be allowed.

Bid Item No. 4 – Furnish and Install General Packet Radio Services (GPRS) Communications Gateway, Solar

This bid item shall include all labor, material and equipment required to install a fully functional solar powered GPRS in each of the existing street light poles listed on the plans. Each GPRS shall be placed at an elevation where the signal will not be hindered by miscellaneous objects. GPRS shall be able to communicate with the parking sensors and send software updates wirelessly through the system. The gateway will communicate real time information regarding parking status of vehicles from the sensor to the LED variable message sign. Placement and installation of solar GPRS will follow manufacturer’s instructions.

A certificate of warranty shall be submitted to the City after proper testing. In addition, an individual certificate of warranty for each component of the assembly shall be submitted along with the manual for use.

Payment for Furnishing and Installing General Packet Radio Services (GPRS) Communications Gateway, Solar shall be at the contract unit price per **Each (EA) unit**, and shall include full compensation for furnishing all labor, materials, tools, equipment, installation, finishing, hauling, and incidentals for doing all the work involved complete in place and as shown on the plans and as required by the Project Specifications and no additional compensation will be allowed.

Bid Item No. 5 – Furnish and Install Free Standing LED Single-Sided Variable Message Sign on AC Pavement

This bid item shall include all labor, material and equipment required to install a fully functional free standing LED single-sided variable message sign on the designated locations shown on the plans. Each sign will be capable of wireless communication from the GPRS and display occupancy information regarding vehicle parking in real time. Typical details of each sign are displayed on Appendix “A.” The number of LED display modules for installation of each sign are shown on plans. The contractor is responsible for providing a designated circuit and power for each variable message sign at their designated locations. This item shall include installing a HN 1324 Electrical pull box and the connection to the new variable message sign and any other necessary equipment to supply power. Refer to Appendix “A” for typical detail of pull box. Foundation and footing design shall match per manufacturer specifications of the sign. No pull boxes shall be in or within 1 foot of a curb ramp.

A certificate of warranty shall be submitted to the City after proper testing. In addition, an individual certificate of warranty for each component of the assembly shall be submitted along with the manual for use. Exact location of the sign shall be determined by the field engineer on site. Conduit lengths are provided in Appendix “A,” and contractor shall be responsible for furnishing the sign that corresponds with the correct voltage of 110 V.

AC pavement shall be backfilled to match existing conditions. Removal of foundation material shall be excavated manually (hand dig). All conduits shall be placed through directional boring. Contractor shall restripe all striping removed through installation of said item. Contractor shall remove and dispose of any wheel stops that are located outside the width of the parking stall.

Payment for Furnishing and Installing Free Standing LED Single-Sided Variable Message Sign on AC Pavement shall be at the contract unit price per **Each (EA) unit**, and shall include full compensation for installing all labor, materials, tools, equipment, backfilling, grading, compaction, forming, pouring, finishing, properly disposing, hauling, and incidentals and for doing all the work involved complete in place and as shown on the plans and as required by the Project Specifications and no additional compensation will be allowed therefor.

Bid Item No. 6 – Furnish and Install Free Standing LED Single-Sided Variable Message Sign on Unclassified Soil

This bid item shall include all labor, material and equipment required to install a fully functional free standing LED single-sided variable message sign on the designated locations shown on the plans. Each sign will be capable of wireless communication from the GPRS and display occupancy information regarding vehicle parking in real time. Typical details of each sign are displayed on Appendix “A.” The number of LED display modules for installation of each sign are shown on plans. The contractor is responsible for providing a designated circuit and power for each variable message sign at their designated locations. This item shall include installing a HN 1324 Electrical pull box and the connection to the new variable message sign and any other necessary equipment to supply power. Refer to Appendix “A” for typical detail of pull box. Foundation and footing

design of sign shall match per manufacturer specifications of the sign. No pull boxes shall be in or within 1 foot of a curb ramp.

A certificate of warranty shall be submitted to the City after proper testing. In addition, an individual certificate of warranty for each component of the assembly shall be submitted along with the manual for use. Exact location of the sign shall be determined by the field engineer on site. Conduit lengths are provided in Appendix "A," and contractor shall be responsible for furnishing the sign that corresponds with the correct voltage of 110 V.

Unclassified soil shall be backfilled to match existing conditions. Removal of foundation material shall be excavated manually (hand dig). All conduits shall be placed through directional boring.

Contractor shall remove existing overhanging branches of existing trees in street parkways when visibility is inhibited. Trimming work shall be under the direction of a Certified Arborist. Trimming shall be performed by appropriate tools.

When permitted by the Field Engineer, tree trimming shall be performed by a Certified Arborist and in accordance with "Pruning Standards," published by the Western Chapter of the International Society of Arboriculture. The following is hereby added to Subsection 300-1.1 of SSPWC.

Tree branches which hang shall be removed to the branch collar in accordance with the current pruning standards of the International Society of Arboriculture (ISA). The Contractor shall remove additional tree branches, under the direction of the City Engineer, in such a manner that the tree will present a balanced appearance. No paint or tree sealant shall be applied to the resulting scars. All trimming shall be done in the presence of the City Engineer or the designated City Arborist.

Contractor is responsible for restoring the irrigation system after installation of the LED variable message sign. It is the responsibility of the contractor to repair any damages resulted from the installation of said item.

Payment for Furnishing and Installing Free Standing LED Single-Sided Variable Message Sign on Unclassified Soil shall be at the contract unit price per **Each (EA) unit**, and shall include full compensation for installing all labor, materials, tools, equipment, backfilling, grading, compaction, forming, pouring, finishing, properly disposing, hauling, and incidentals and for doing all the work involved complete in place and as shown on the plans and as required by the Project Specifications and no additional compensation will be allowed therefor.

Bid Item No. 7 – Furnish and Install Free Standing LED Single-Sided Variable Message Sign on PCC Sidewalk

This bid item shall include all labor, material and equipment required to install a fully functional free standing LED single-sided variable message sign on the designated locations shown on the plans. Each sign will be capable of wireless communication from the GPRS and display occupancy information regarding vehicle parking in real time. Typical details of each sign are displayed on Appendix "A." The number of LED display modules for installation of each sign are shown on

plans. The contractor is responsible for providing a designated circuit and power for each variable message sign at their designated locations. This item shall include installing a HN 1324 Electrical pull box and the connection to the new variable message sign and any other necessary equipment to supply power. Refer to Appendix "A" for typical detail of pull box. Foundation and footing design of sign shall match per manufacturer specifications of the sign. No pull boxes shall be in or within 1 foot of a curb ramp.

A certificate of warranty shall be submitted to the City after proper testing. In addition, an individual certificate of warranty for each component of the assembly shall be submitted along with the manual for use. Conduit lengths are provided on Appendix "A," and contractor shall be responsible for furnishing the sign that corresponds with the correct voltage of 110 V.

Exact location of the sign shall be determined by the field engineer on site. The location of the sign shall provide a minimum a four feet clearance for pedestrian traffic on sidewalk.

Concrete sidewalk shall be removed and replaced to match existing conditions of said sidewalk for the installation of the new variable message sign. Replacement of new sidewalk shall be from score line to score line for the location of the new wayfinding sign. Concrete sidewalk shall conform to the provisions of Section 303-5 of the Standard Specifications for Public Works Construction, Standard Plans for Public Works Construction and the Street Improvement Plans made part of these Specifications. Concrete shall be Class 520-C-2500 as specified in Section 201-1.1.2 of the Standard Specifications for Public Works Construction. Concrete sidewalk shall be a minimum 4" thick per the Standard Plans for Public Works Construction 112-2 and 113-2.

Existing surfaces to be joined shall be sawcut on a neat, straight line at the join location. The Contractor shall remove and replace any new concrete work with graffiti markings and blemishes at no additional cost to the City. Removal and replacement of new sidewalk shall be included in the installation of the new variable message sign and no additional compensation will allowed therefor. Removal of foundation material shall be excavated manually (hand dig). All conduits shall be placed through directional boring.

Payment for Furnishing and Installing Free Standing LED Single-Sided Variable Message Sign on PCC Sidewalk shall be at the contract unit price per **Each (EA) unit**, and shall include full compensation for installing all labor, materials, tools, equipment, backfilling, grading, compaction, forming, pouring, finishing, properly disposing, hauling, and incidentals and for doing all the work involved complete in place and as shown on the plans and as required by the Project Specifications and no additional compensation will be allowed therefor.

Bid Item No. 8 – Furnish and Install Free Standing LED Double-Sided Variable Message Sign on PCC Sidewalk or Pavers

This bid item shall include all labor, material and equipment required to install a fully functional free standing LED double-sided variable message sign on the designated locations shown on the plans. Each sign will be capable of wireless communication from the GPRS and display occupancy information regarding vehicle parking in real time. Typical details of each sign are displayed on Appendix "A." The number of LED display modules for installation of each sign are shown on

plans. Both sides of the display modules shall display the same information regarding parking availability and shall have the same amount of LED display modules. The contractor is responsible for providing a designated circuit and power for each variable message sign at their designated locations. This item shall include installing a HN 1324 Electrical pull box and the connection to the new variable message sign and any other necessary equipment to supply power. Refer to Appendix "A" for typical detail of pull box. Foundation and footing design of sign shall match per manufacturer specifications of the sign. No pull boxes shall be in or within 1 foot of a curb ramp.

A certificate of warranty shall be submitted to the City after proper testing. In addition, an individual certificate of warranty for each component of the assembly shall be submitted along with the manual for use. Conduit lengths are provided on Appendix "A," and contractor shall be responsible for furnishing the sign that corresponds with the correct voltage of 110 V.

Exact location of the sign shall be determined by the field engineer on site. The location of the sign shall provide a minimum a four feet clearance for pedestrian traffic on sidewalk.

Concrete sidewalk shall be removed and replaced to match existing conditions of said sidewalk for the installation of the new variable message sign. Replacement of new sidewalk shall be from score line to score line for the location of the new wayfinding sign. Concrete sidewalk shall conform to the provisions of Section 303-5 of the Standard Specifications for Public Works Construction, Standard Plans for Public Works Construction and the Street Improvement Plans made part of these Specifications. Concrete shall be Class 520-C-2500 as specified in Section 201-1.1.2 of the Standard Specifications for Public Works Construction. Concrete sidewalk shall be a minimum 4" thick per the Standard Plans for Public Works Construction 112-2 and 113-2.

Existing surfaces to be joined shall be sawcut on a neat, straight line at the join location. The Contractor shall remove and replace any new concrete work with graffiti markings and blemishes at no additional cost to the City. Removal and replacement of new sidewalk shall be included in the installation of the new variable message sign and no additional compensation will allowed therefor.

Contractor shall remove and reuse existing pavers for the placement of the new variable message sign. Replace any damaged pavers and match with existing color. Removal of foundation material shall be excavated manually (hand dig). All conduits shall be placed through directional boring.

Payment for Furnishing and Installing Free Standing LED Double-Sided Variable Message Sign on PCC Sidewalk or Pavers shall be at the contract unit price per **Each (EA) unit**, and shall include full compensation for installing all labor, materials, tools, equipment, backfilling, grading, compaction, forming, pouring, finishing, properly disposing, hauling, and incidentals and for doing all the work involved complete in place and as shown on the plans and as required by the Project Specifications and no additional compensation will be allowed therefor.

Bid Item No. 9 – Furnish and Install Free Standing LED Double-Sided Variable Message Sign on Unclassified Soil

This bid item shall include all labor, material and equipment required to install a fully functional free standing LED double-sided variable message sign on the designated locations shown on the plans. Each sign will be capable of wireless communication from the GPRS and display occupancy information regarding vehicle parking in real time. Typical details of each sign are displayed on Appendix "A." The number of LED display modules for installation of each sign are shown on plans. Both sides of the display modules shall display the same information regarding parking availability and shall have the same amount of LED display modules. The contractor is responsible for providing a designated circuit and power for each variable message sign at their designated locations. This item shall include installing a HN 1324 Electrical pull box and the connection to the new variable message sign and any other necessary equipment to supply power. Refer to Appendix "A" for typical detail of pull box. Foundation and footing design of sign shall match per manufacturer specifications of the sign. No pull boxes shall be in or within 1 foot of a curb ramp.

A certificate of warranty shall be submitted to the City after proper testing. In addition, an individual certificate of warranty for each component of the assembly shall be submitted along with the manual for use. Exact location of the sign shall be determined by the field engineer on site. Conduit lengths are provided in Appendix "A," and contractor shall be responsible for furnishing the sign that corresponds with the correct voltage of 110 V.

Unclassified soil shall be backfilled to match existing conditions. Removal of foundation material shall be excavated manually (hand dig). All conduits shall be placed through directional boring.

Contractor shall remove existing overhanging branches of existing trees in street parkways when visibility is inhibited. Trimming work shall be under the direction of a Certified Arborist. Trimming shall be performed by appropriate tools.

When permitted by the Field Engineer, tree trimming shall be performed by a Certified Arborist and in accordance with "Pruning Standards," published by the Western Chapter of the International Society of Arboriculture. The following is hereby added to Subsection 300-1.1 of SSPWC.

Tree branches which hang shall be removed to the branch collar in accordance with the current pruning standards of the International Society of Arboriculture (ISA). The Contractor shall remove additional tree branches, under the direction of the City Engineer, in such a manner that the tree will present a balanced appearance. No paint or tree sealant shall be applied to the resulting scars. All trimming shall be done in the presence of the City Engineer or the designated City Arborist.

Contractor is responsible for restoring the irrigation system after installation of the LED variable message sign. It is the responsibility of the contractor to repair any damages resulted from the installation of said item.

Payment for Furnishing and Installing Free Standing LED Double-Sided Variable Message Sign on Unclassified Soil shall be at the contract unit price per **Each (EA) unit**, and shall include full compensation for installing all labor, materials, tools, equipment, backfilling, grading, compaction, forming, pouring, finishing, properly disposing, hauling, and incidentals and for

doing all the work involved complete in place and as shown on the plans and as required by the Project Specifications and no additional compensation will be allowed therefor.

Bid Item No. 10 – Furnish and Install Bike Racks

This bid item shall include all labor, material and equipment required to install a fully functional five loop wave style bike rack. Bike rack shall be installed to be theft proof and have anti-graffiti coating on the rack. The material shall be of 10-gauge steel and have a capacity of up to seven bikes. The design and material of the bike locker shall be approved by the City Engineer prior to fabrication.

Exact location of the bike rack shall be determined by the field engineer on site. The location of the bike shall provide a minimum a four feet clearance for pedestrian traffic on sidewalk.

Payment for Furnishing and Installing Bike Racks shall be at the contract unit price per **Each (EA) unit**, and shall include full compensation for installing all labor, materials, tools, equipment, hauling, finishing, and incidentals and for doing all the work involved complete in place and as shown on the plans and as required by the Project Specifications and no additional compensation will be allowed therefor.

Bid Item No. 11 – Furnish and Install Bike Lockers

This bid item shall include all labor, material and equipment required to install a fully functional Bike Locker. Each of these lockers shall be installed to be theft proof and have anti-graffiti coating. The design and material of the bike locker shall be approved by the City Engineer prior to fabrication.

Exact location of the bike locker shall be determined by the field engineer on site. The location of the bike locker shall provide a minimum a four feet clearance for pedestrian traffic on sidewalk.

Payment for Furnishing and Installing Bike Lockers shall be at the contract unit price per **Each (EA) unit**, and shall include full compensation for installing all labor, materials, tools, equipment, hauling, finishing, and incidentals and for doing all the work involved complete in place and as shown on the plans and as required by the Project Specifications and no additional compensation will be allowed therefor.

Bid Item No. 12 – Install Public Improvement Project Sign

The Contractor shall supply, erect, and maintain public improvement project signs for the duration of construction according to the specifications set forth below. A scaled layout of the sign shall be submitted to the City Engineer for approval prior to fabrication. The sign is illustrated in Appendix “C”.

Size: 4 feet by 4 feet with a 7 feet clearance above ground level.

- Materials: Aluminum Anti-Graffiti Diamond Grade Sheeting
- Support: 4-inch by 4-inch by 10 feet posts.
- Mounting: Frame shall be constructed using 2 inches by 6 inches by 8 feet skids centered on each post and a 2 inch by 4 inches by 5 feet 6 inches 45-degree brace for each skid and a 2 inches by 6 inches cross-strut between the bottom of the posts all of bolted construction. Aluminum panel shall be mounted using 3/8 inch by 5 inches carriage bolts at 16 inches maximum on center.
- Paint: Panel Face: Three coats outdoor enamel (sprayed) Panel Rear and Frame: Two coats outdoor enamel (sprayed).
- Color: 60% Lighter blue background and blue lettering.
- Lettering: Silkscreen enamels, Arial Narrow.
- Covering: 1/4 inch clear plastic.
- Location: The signs shall be placed at each end of the street that work is being constructed on. If various locations of work are included, the signs will be moved by the Contractor per the AGENCY's schedule.
- Duration: The signs shall be placed a minimum of one week prior to start of work.
- Disposition: After the Notice of Completion is issued, the sign shall become the property of the AGENCY, and the Contractor shall deliver the sign to the Public Works Facility at no expense to the AGENCY.

Payment for Installation of Public Improvement Project Signs shall be at the contract unit price per **Each (EA) unit**, and shall include full compensation for all labor materials, tools, equipment, and for doing all work involved, including delivery of the sign to the Public Works Facility at the end of the project.

Bid Item No. 13 – Furnish and Install Wayfinding Sign

This bid item shall include all labor, material and equipment required to install a fully functional ten-foot galvanized square breakaway sign post with surface mount breakaway anchor per Caltrans standards. This item is to include all required mounting hardware per Caltrans standards. Placement of sign shall follow the CA-MUTCD latest edition on sign installation. See Appendix "A" for typical design of wayfinding signs. A scaled layout of the color, gage, and font size will be submitted by the contractor to the City Engineer for approval prior to fabrication.

Sidewalk shall be removed and replaced for the installation of the new wayfinding sign. Replacement of new sidewalk shall be from score line to score line for the location of the new wayfinding sign. Concrete sidewalk shall conform to the provisions of Section 303-5 of the

Standard Specifications for Public Works Construction, Standard Plans for Public Works Construction and the Street Improvement Plans made parts of these Specifications. Concrete shall be Class 520-C-2500 as specified in Section 201-1.1.2 of the Standard Specifications for Public Works Construction. Concrete sidewalk shall be a minimum 4" thick per the Standard Plans for Public Works Construction 112-2 and 113-2.

Existing surfaces to be joined shall be sawcut on a neat, straight line at the join location. The Contractor shall remove and replace any new concrete work with graffiti markings and blemishes at no additional cost to the City. Removal of foundation material shall be excavated manually (hand dig). Removal and replacement of new sidewalk shall be included in the installation of the new wayfinding sign and no additional compensation will be allowed therefor.

Exact location of the sign shall be determined by the field engineer on site. The location of the sign shall provide a minimum a four feet clearance for pedestrian traffic on sidewalk.

Payment for Furnishing and Installing Wayfinding Sign shall be at the contract unit price per **Each (EA) unit**, and shall include full compensation for installing all labor, materials, tools, equipment, backfilling, grading, compaction, forming, pouring, finishing, properly disposing, hauling, and incidentals and for doing all the work involved complete in place and as shown on the plans and as required by the Project Specifications and no additional compensation will be allowed therefor.

Bid Item No. 14 – Furnish and Install Wireless Sensor at Parking Garage Entrance/Exit

This bid item shall include all labor, material and equipment required to install a fully functional wireless sensor in each of the driveway approaches in the plans. Each wireless sensor will be able to communicate with the Mains Powered GPRS and any other necessary devices to relay its information to the server, program system, and variable message signs. Sensor shall be able to integrate with third party hardware. Placement of sensor shall follow manufacturer's instructions on proper installation. Two wireless sensors will be placed for ingress and two wireless sensors for egress and integrated into the smart parking system for data collection for the LED variable message sign.

A certificate of warranty shall be submitted to the City after proper testing. In addition, an individual certificate of warranty for each component of the assembly shall be submitted along with the manual for use.

Payment for Furnishing and Installing Wireless Sensor at Parking Garage Entrance/Exit shall be at the contract unit price per **Each (EA) unit**, and shall include full compensation for installing all labor, materials, tools, equipment, hauling, finishing, and incidentals and for doing all the work involved complete in place and as shown on the plans and as required by the Project Specifications and no additional compensation will be allowed therefor.

Bid Item No. 15 – Furnish and Install Mains Powered GPRS (Non-Solar) Including Connections and Appurtenances

This bid item shall include all labor, material and equipment required to install a fully functional mains powered GPRS as located in the plans. Each GPRS shall be placed at an elevation where the signal will not be hindered by miscellaneous objects. GPRS shall be able to communicate with the wireless parking sensors and send software updates wirelessly through the systems. The GPRS will communicate real time information regarding parking status of vehicles from the sensor to the LED variable message sign. Placement and installation of mains powered GPRS will follow manufacturer's instructions. The contractor is responsible for providing a designated circuit and power for each Main Powered GPRS at their designated locations. This item shall include installing a utility box where the connection to the new Main Powered GPRS and any other necessary equipment to supply power will be housed. All conduits shall be placed through directional boring.

A certificate of warranty shall be submitted to the City after proper testing. In addition, an individual certificate of warranty for each component of the assembly shall be submitted along with the manual for use.

Payment for Furnishing and Installing Mains Powered GPRS (Non-Solar) Including Connections and Appurtenances shall be at the contract unit price per **Each (EA) unit**, and shall include full compensation for furnishing all labor, materials, tools, equipment, installation, finishing, hauling, and incidentals for doing all the work involved complete in place and as shown on the plans and as required by the Project Specifications and no additional compensation will be allowed.

Bid Item No. 16 – Remove Existing Posts

This bid item shall include all labor, material and equipment required remove and haul away existing posts as located in the plans. Contractor shall remove the three-post assembly to allow for clear placement of the variable message sign.

Payment for Removing Existing Posts shall be at the contract unit price per **Each (EA) unit**, and shall include full compensation for installing all labor, materials, tools, equipment, grading, pouring, finishing, properly disposing, hauling, and incidentals and for doing all the work involved complete in place and as shown on the plans and as required by the Project Specifications and no additional compensation will be allowed therefor.

Bid Item No. 17 – Furnish and Install Bollard

This Bid Item shall include all labor, material and equipment required to install bollards for the project. Bollard shall be steel pipe filled with concrete, 6" diameter, 42" height above finished grade and with rounded concrete cap. The Contractor shall submit bollard specifications to the City for approval before ordering any material. Concrete for footing shall be Class 520-C-2500, minimum depth 36" and minimum diameter 18".

Location of bollard is per plan, final location in the field to be marked by the Engineer. Bollard shall have TGIC weather resistant yellow powder coating. Scope of work includes:

1. Excavation for footing.
2. Pour concrete footing in place.
3. Provide and install steel pipe filled with concrete bollard.

Payment for Furnishing and Installation of Bollard shall be at the contract unit price per **Each (EA)** and shall be considered full compensation for furnishing all labor, materials, tools, equipment, excavation, grading, compacting, forming, pouring, finishing, hauling and incidentals, and for doing all the work involved complete in place and no additional compensation will be allowed therefor.

Bid Item No. 18 – Install New 1.5” Conduit with Directional Boring

This bid item shall include all labor, material and equipment required to install a 1.5” Conduit through directional boring. Contractor shall follow “Typical Detail for Power for LED Signs” on Sheet C-6 of the plans to obtain power for the single-sided and double-sided variable message signs. Contractor shall install 1.5” of a new conduit through directional boring from the existing pull box/power source to the new HN1324 electrical pull box and to the LED single-sided or double-sided variable message signs.

Payment for Installing New 1.5” Conduit with Directional Boring shall be paid for at the contract unit price per **Linear Feet (LF)**, and shall include full compensation for installing all labor, materials, tools, equipment, hauling, boring, finishing, disposing, and incidentals and for doing all the work involved complete in place and no additional compensation will be allowed therefor.

APPENDIX “A”
STANDARD PLANS

CITY OF HUNTINGTON PARK

**DOWNTOWN HUNTINGTON PARK “i-PARK” SYSTEM IMPLEMENTATION
METRO FUNDED CFP NO.: F7702
FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM NO.: LAF7702**

**FY 2018/2019
PROJECT NO.: 2018-07**

LIST OF STANDARD PLANS

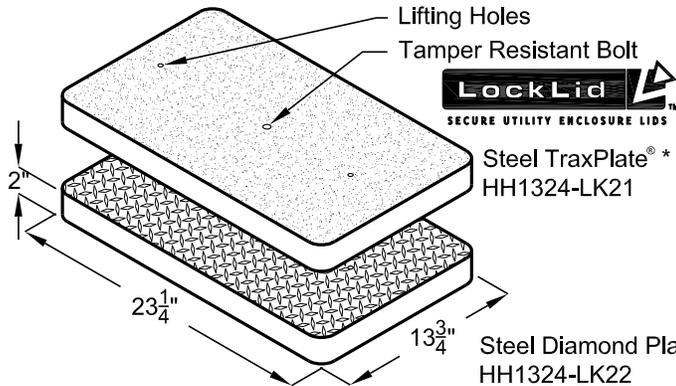
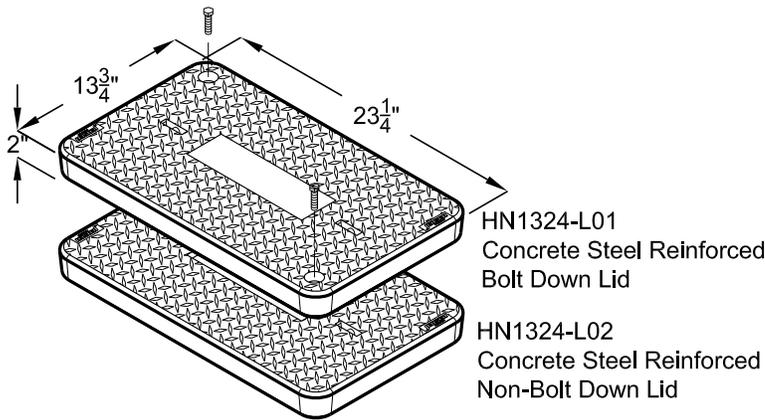
<u>Plan No.</u>	<u>Description</u>
<u>Jensen Precast</u>	
Electrical Pull box	Design of Pull box
<u>Variable Message Sign and Wayfinding Sign Detail</u>	
Exhibit 1-7	Design of Sign
<u>Locations to Connect Power for the Variable Message Signs</u>	
Exhibit 8-11	Connection to Power

HN1324 ELECTRICAL BOX

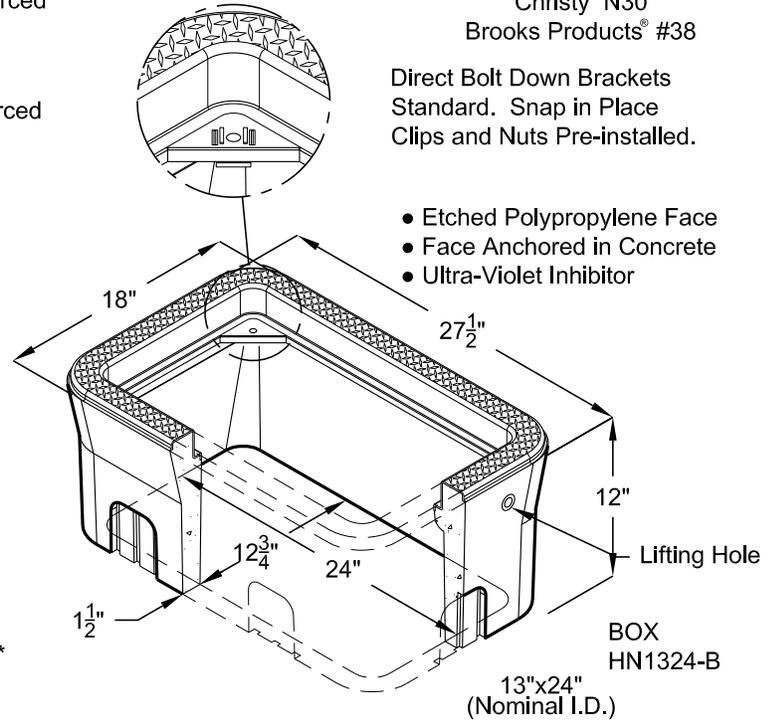
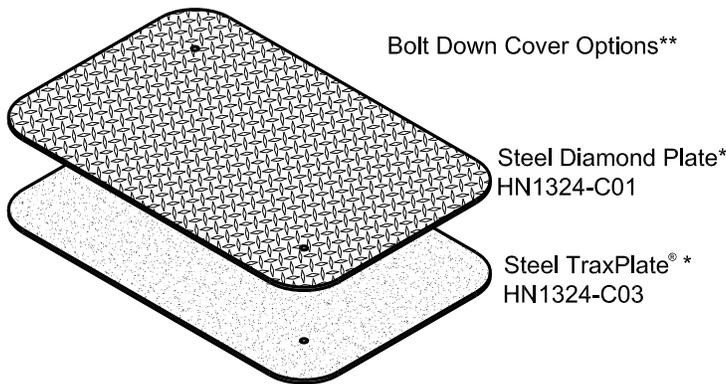
Compare to:
Christy® N30
Brooks Products® #38

Direct Bolt Down Brackets
Standard. Snap in Place
Clips and Nuts Pre-installed.

- Etched Polypropylene Face
- Face Anchored in Concrete
- Ultra-Violet Inhibitor



Bolt Down Cover Options**



PART NO.	PRODUCT	DESCRIPTION	APPROX. WEIGHT	QTY. PER PALLET
HN1324-B	BOX	13"x24"x12" Reinforced Concrete Non-Traffic Box	156	16
HN1324-E	EXTENSION	13"x24"x12" Reinforced Concrete Extension	160	16
HN1324-C01	COVER	Steel Diamond Plate Bolt Down Cover	40	
HN1324-C03	COVER	Steel Traxplate® Slip Resistant Bolt Down Cover	40	
HN1324-C05	COVER	Aluminum Traxplate® Slip Resistant Bolt Down Cover	28	
HN1324-L01	LID	Concrete Steel Reinforced Bolt Down Lid	49	
HN1324-L02	LID	Concrete Steel Reinforced Non-Bolt Down Lid	49	
HH1324-LK21	LID	LockLid™ K-Series Steel TraxPlate® Slip Resistant Non-Traffic *** (Order keys and Lifting Picks separately)	47	
HH1324-LK23	LID	LockLid™ K-Series Aluminum TraxPlate® Slip Resistant Non-Traffic*** (Order keys and Lifting Picks separately)	39	

Bolts sold separately for bolt down lids and covers. See hardware sheet for options.

Galvanizing available on all steel covers and lids.

* Also available in aluminum

** Also available in non-bolt down

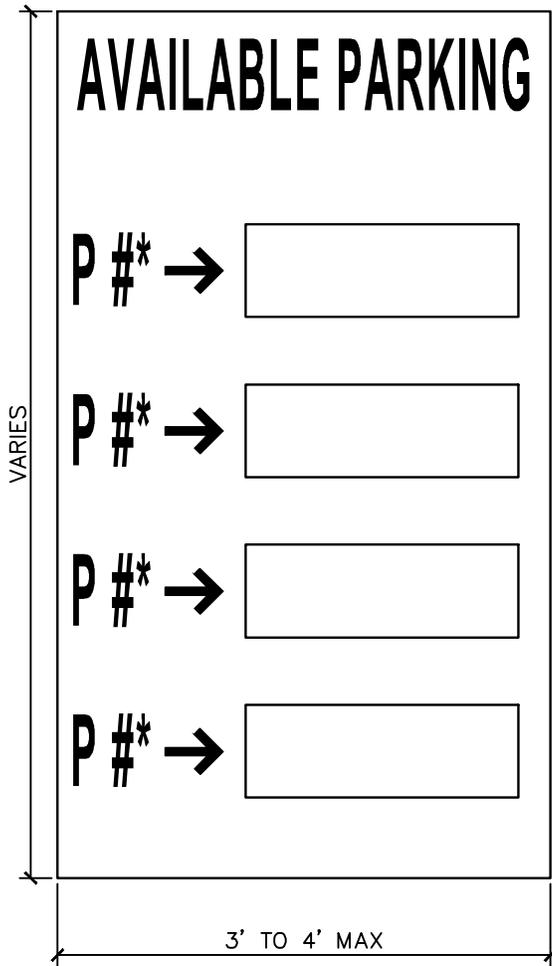
*** Also available in diamond plate

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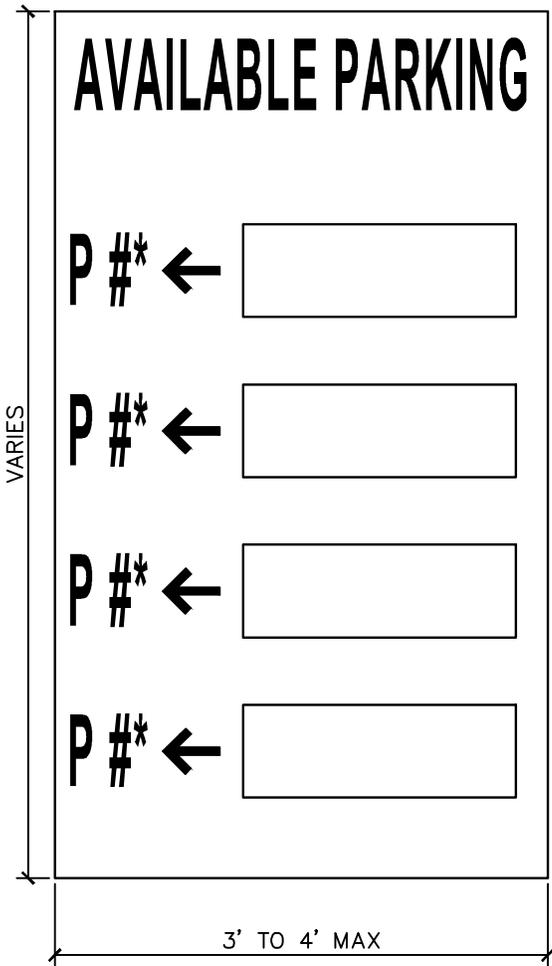
3/24/2014 HN1324_K.DWG © 2014 JENSEN PRECAST

JENSEN
PRECAST

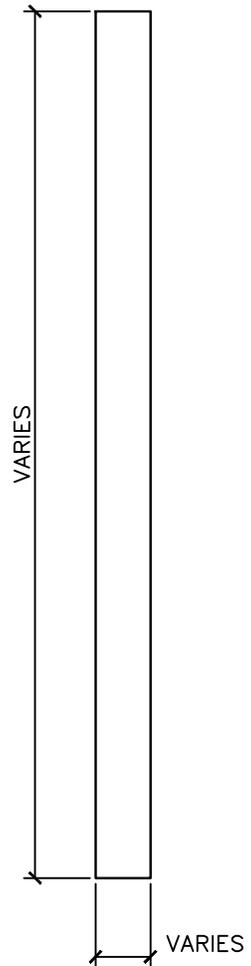
JENSENPRECAST.COM



DETAIL 1
FRONT VIEW
NORTHBOUND AND SOUTHBOUND
DIRECTION
 N.T.S.



DETAIL 2
BACK VIEW
NORTHBOUND AND SOUTHBOUND
DIRECTION
 N.T.S.



DETAIL 3
SIDE VIEW
 N.T.S.

NOTES:

1. * PARKING LOT NUMBERS SHALL BE PLACED AS INDICATED ON PLANS. NUMBER OF LED DISPLAY MODULES NEEDED ON VARIABLE MESSAGE SIGN ARE SHOWN ON PLANS.
2. ALL TEXT SHALL BE WITH ARIAL FONT.

LEGEND:

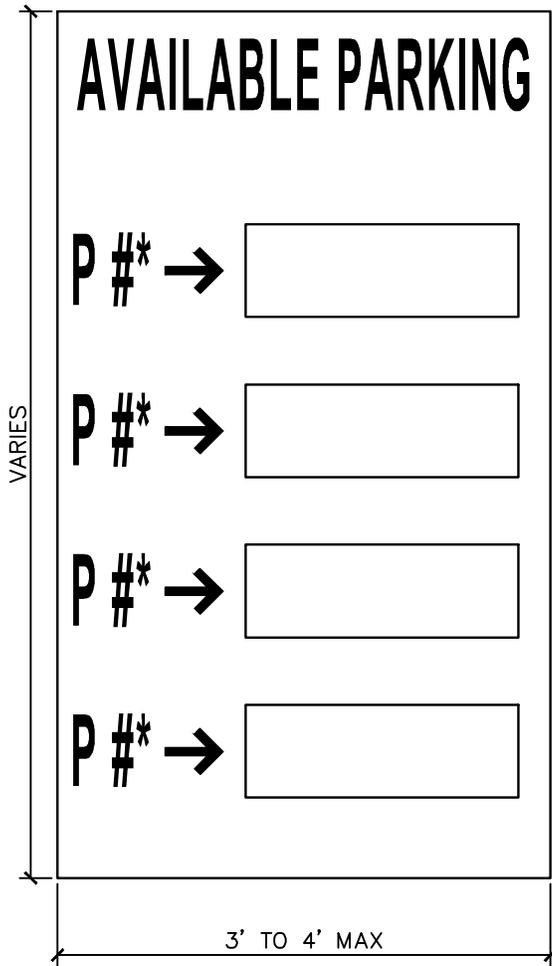
 L.E.D. COUNTER



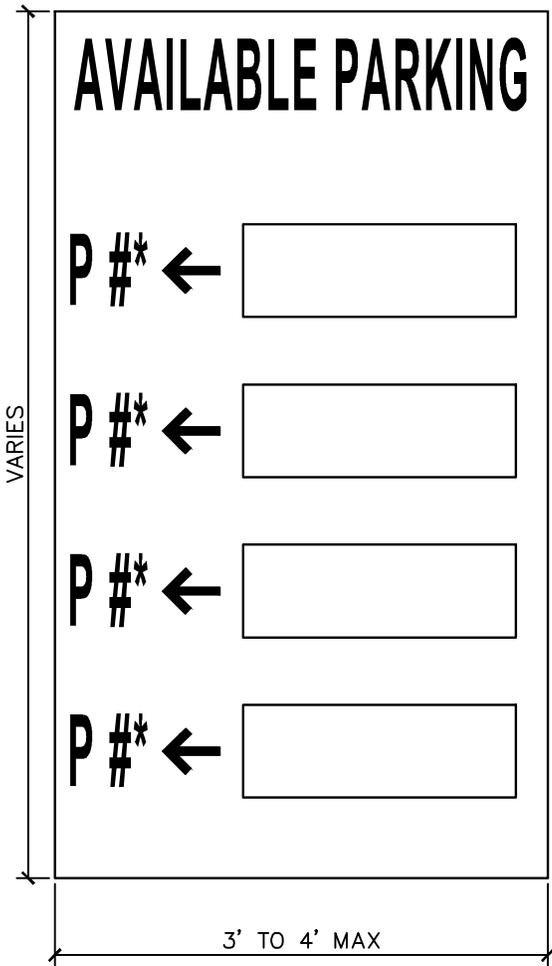
EXHIBIT 1
 VARIABLE MESSAGE SIGNS ON
 PACIFIC BOULEVARD
 DOUBLE-SIDED



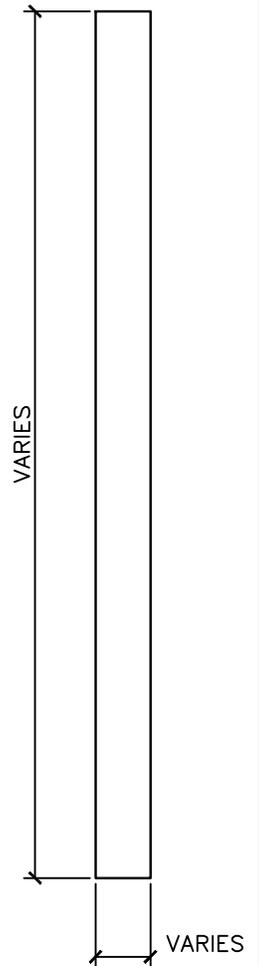
INFRASTRUCTURE
ENGINEERS



DETAIL 1
SOUTHBOUND DIRECTION
 N.T.S.



DETAIL 2
NORTHBOUND DIRECTION
 N.T.S.



DETAIL 3
SIDE VIEW
 N.T.S.

NOTES:

1. * PARKING LOT NUMBERS SHALL BE PLACED AS INDICATED ON PLANS. NUMBER OF LED DISPLAY MODULES NEEDED ON VARIABLE MESSAGE SIGN ARE SHOWN ON PLANS.
2. ALL TEXT SHALL BE WITH ARIAL FONT.

LEGEND:

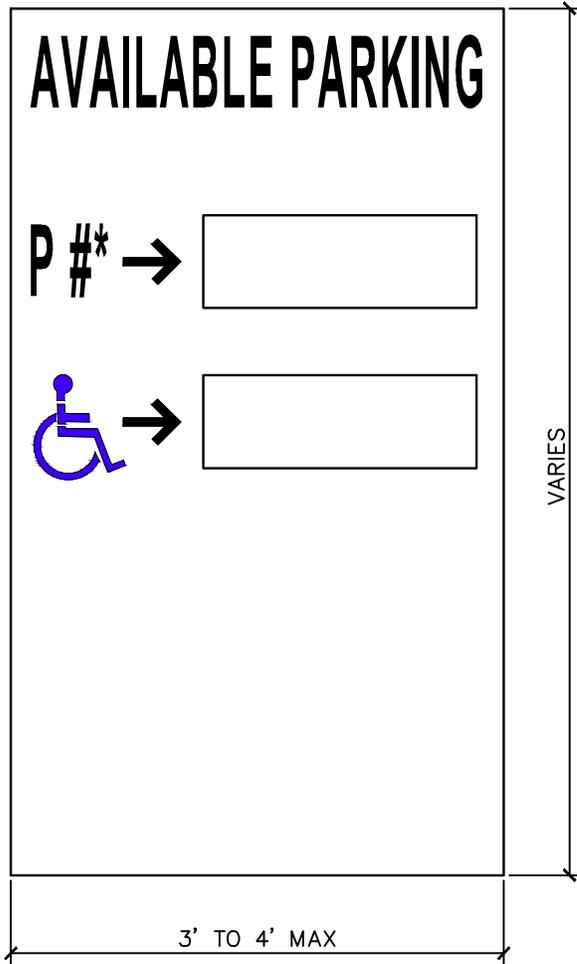
L.E.D. COUNTER



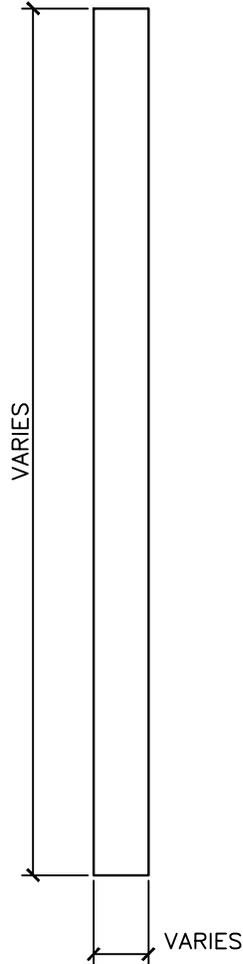
EXHIBIT 2
 VARIABLE MESSAGE SIGNS ON
 RITA AVENUE
 DOUBLE-SIDED



**INFRASTRUCTURE
 ENGINEERS**



DETAIL 4
WITH ACCESSIBLE PARKING
 N.T.S.



DETAIL 5
SIDE VIEW
 N.T.S.

NOTES:

1. * PARKING LOT NUMBERS SHALL BE PLACED AS INDICATED ON PLANS. NUMBER OF LED DISPLAY MODULES NEEDED ON VARIABLE MESSAGE SIGN ARE SHOWN ON PLANS.
2. ALL TEXT SHALL BE WITH ARIAL FONT.

LEGEND:

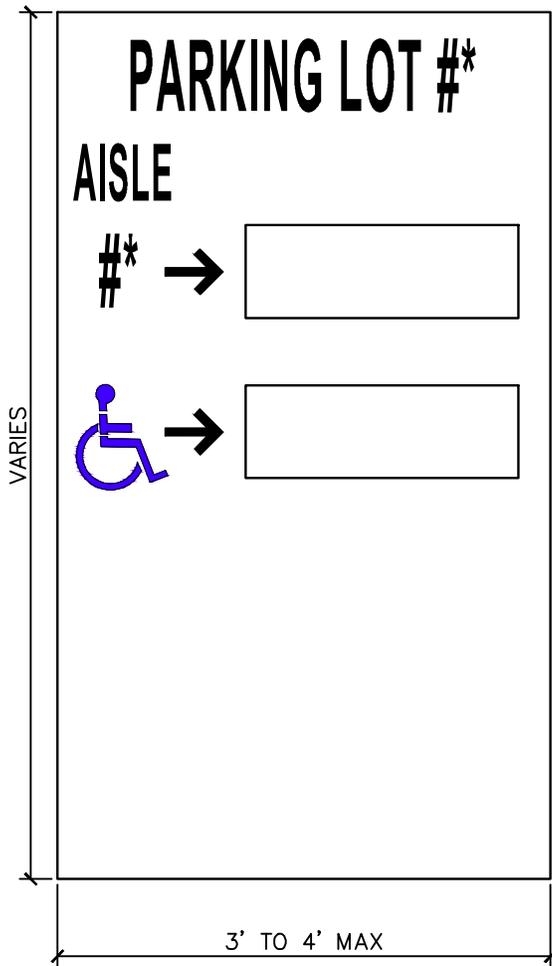
[] L.E.D. COUNTER



EXHIBIT 3
 VARIABLE MESSAGE SIGNS WITHOUT AISLE
 SINGLE-SIDED

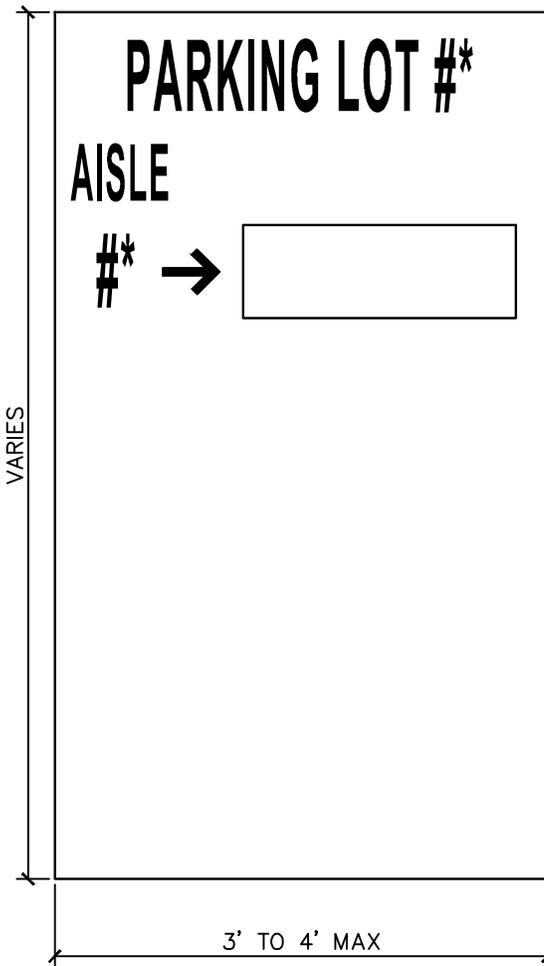


**INFRASTRUCTURE
 ENGINEERS**



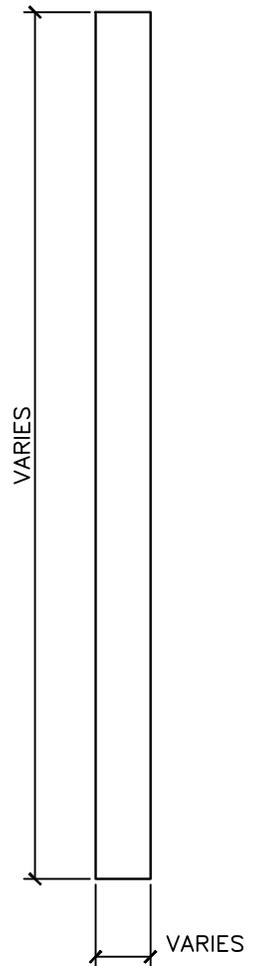
DETAIL 6
WITH ACCESSIBLE PARKING

N.T.S.



DETAIL 7
WITHOUT ACCESSIBLE PARKING

N.T.S.



DETAIL 8
SIDE VIEW

N.T.S.

NOTES:

1. * PARKING LOT NUMBER AND AISLE NUMBER SHALL BE PLACED AS INDICATED ON PLANS. NUMBER OF LED DISPLAY MODULES NEEDED ON VARIABLE MESSAGE SIGN ARE SHOWN ON PLANS.
2. ALL TEXT SHALL BE WITH ARIAL FONT.

LEGEND:

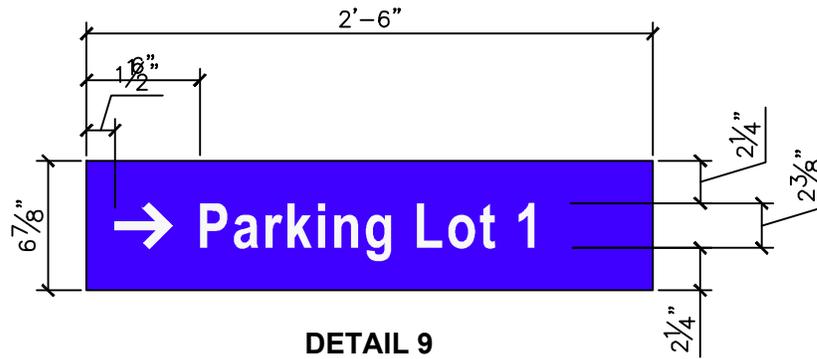
 L.E.D. COUNTER



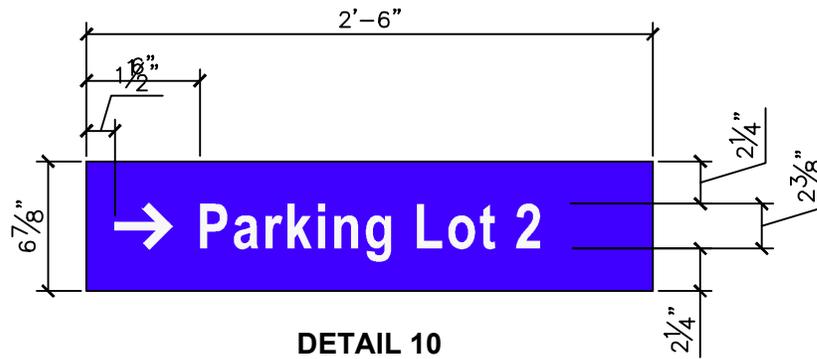
EXHIBIT 4
VARIABLE MESSAGE SIGNS WITH AISLE
SINGLE-SIDED



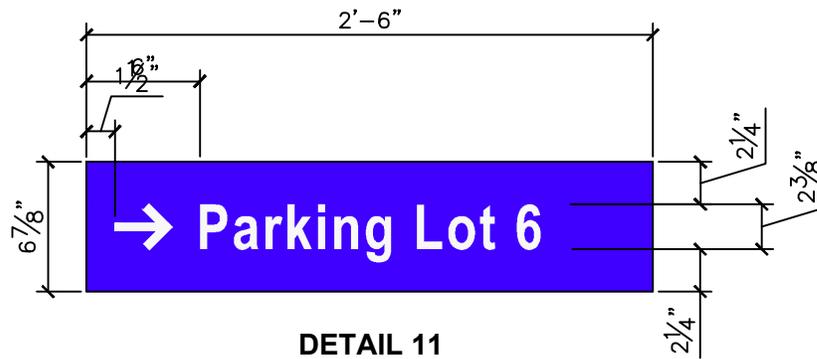
**INFRASTRUCTURE
ENGINEERS**



DETAIL 9
DIRECTION SIGN PANEL
PARKING LOT 1
 N.T.S.



DETAIL 10
DIRECTION SIGN PANEL
PARKING LOT 2
 N.T.S.



DETAIL 11
DIRECTION SIGN PANEL
PARKING LOT 6
 N.T.S.

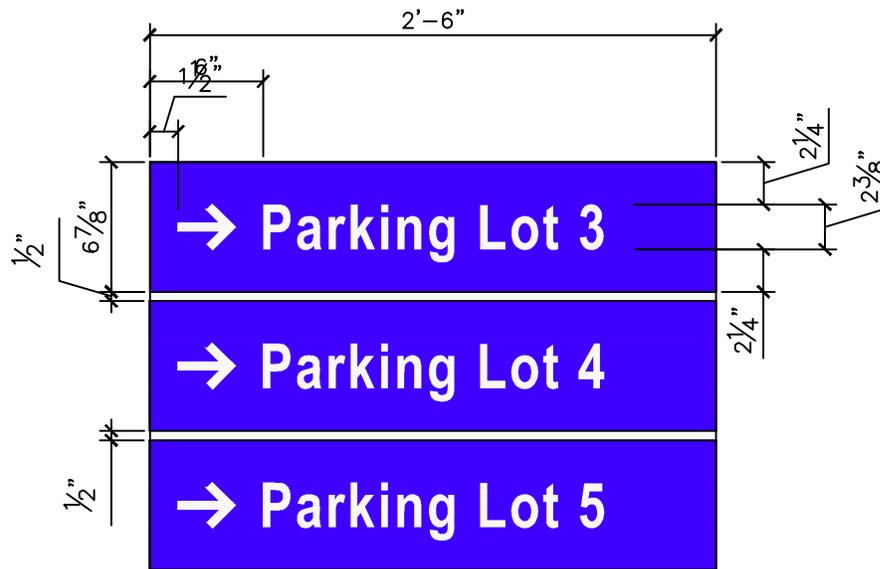
NOTES:

1. SIGNS TO BE INSTALLED ON EXISTING POSTS.
2. 3/16" THICK ALUMINUM PANEL WITH EASED EDGES PAINTED PROJECT COLOR P1.
3. GRAPHICS TO BE 3M OPAQUE WHITE VINYL OVERLAY. APPLY CLEAR COAT TO ENTIRE PANEL AFTER INSTALLATION OF VINYL.

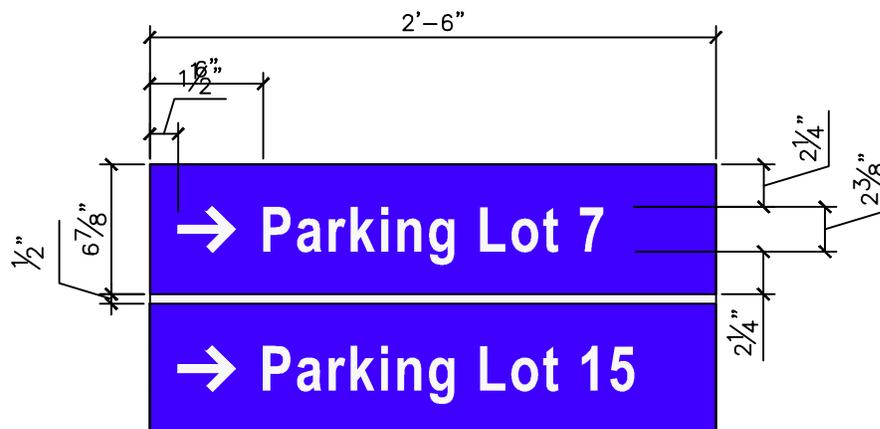


EXHIBIT 5
 WAYFINDING SIGNS FOR
 PARKING LOT 1, 2, AND 6





DETAIL 12
DIRECTION SIGN PANEL
PARKING LOT 3, 4 AND 5
 N.T.S.



DETAIL 13
DIRECTION SIGN PANEL
PARKING LOT 7 AND 15
 N.T.S.

NOTES:

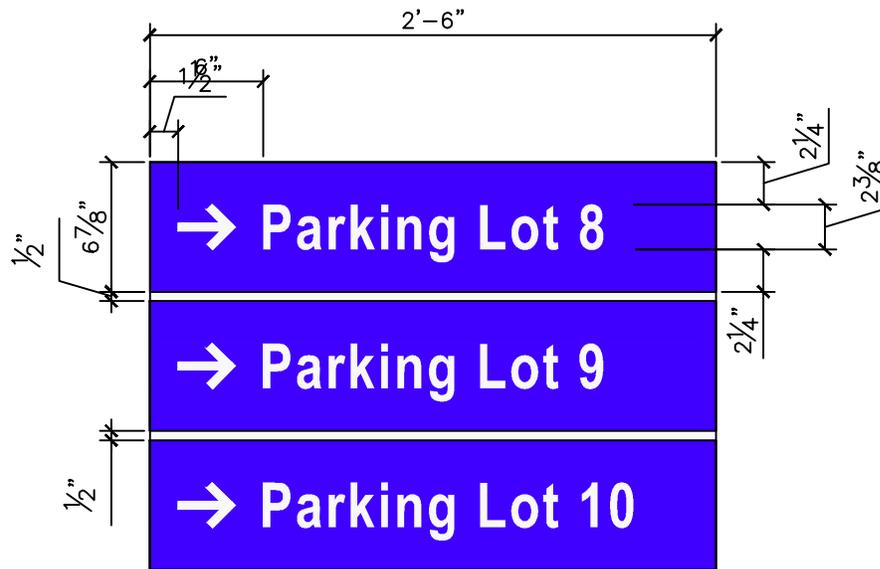
1. SIGNS TO BE INSTALLED ON EXISTING POSTS.
2. 3/16" THICK ALUMINUM PANEL WITH EASED EDGES PAINTED PROJECT COLOR P1.
3. GRAPHICS TO BE 3M OPAQUE WHITE VINYL OVERLAY. APPLY CLEAR COAT TO ENTIRE PANEL AFTER INSTALLATION OF VINYL.



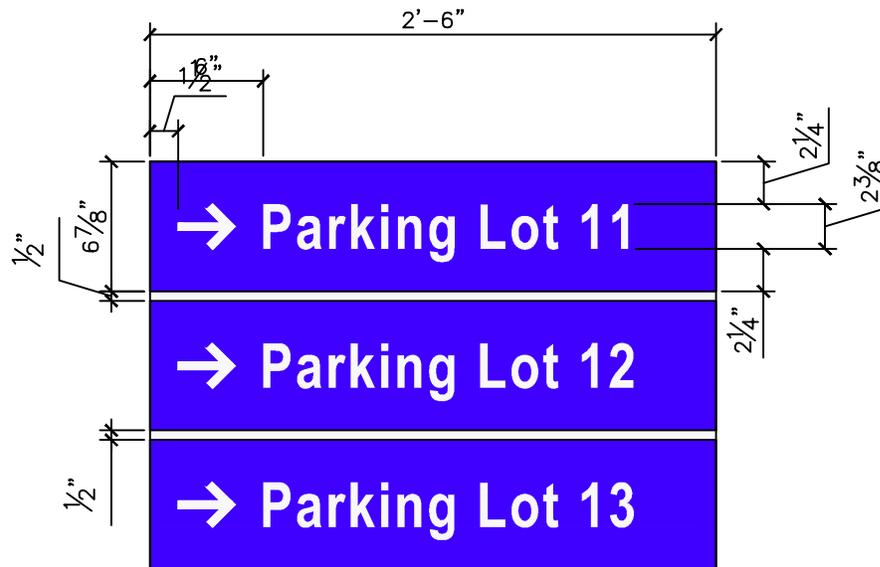
EXHIBIT 6
 WAYFINDING SIGNS FOR
 PARKING LOT 3, 4, 5, 7 AND 15



**INFRASTRUCTURE
 ENGINEERS**



DETAIL 14
DIRECTION SIGN PANEL
PARKING LOT 8, 9 AND 10
 N.T.S.



DETAIL 15
DIRECTION SIGN PANEL
PARKING LOT 11, 12 AND 13
 N.T.S.

NOTES:

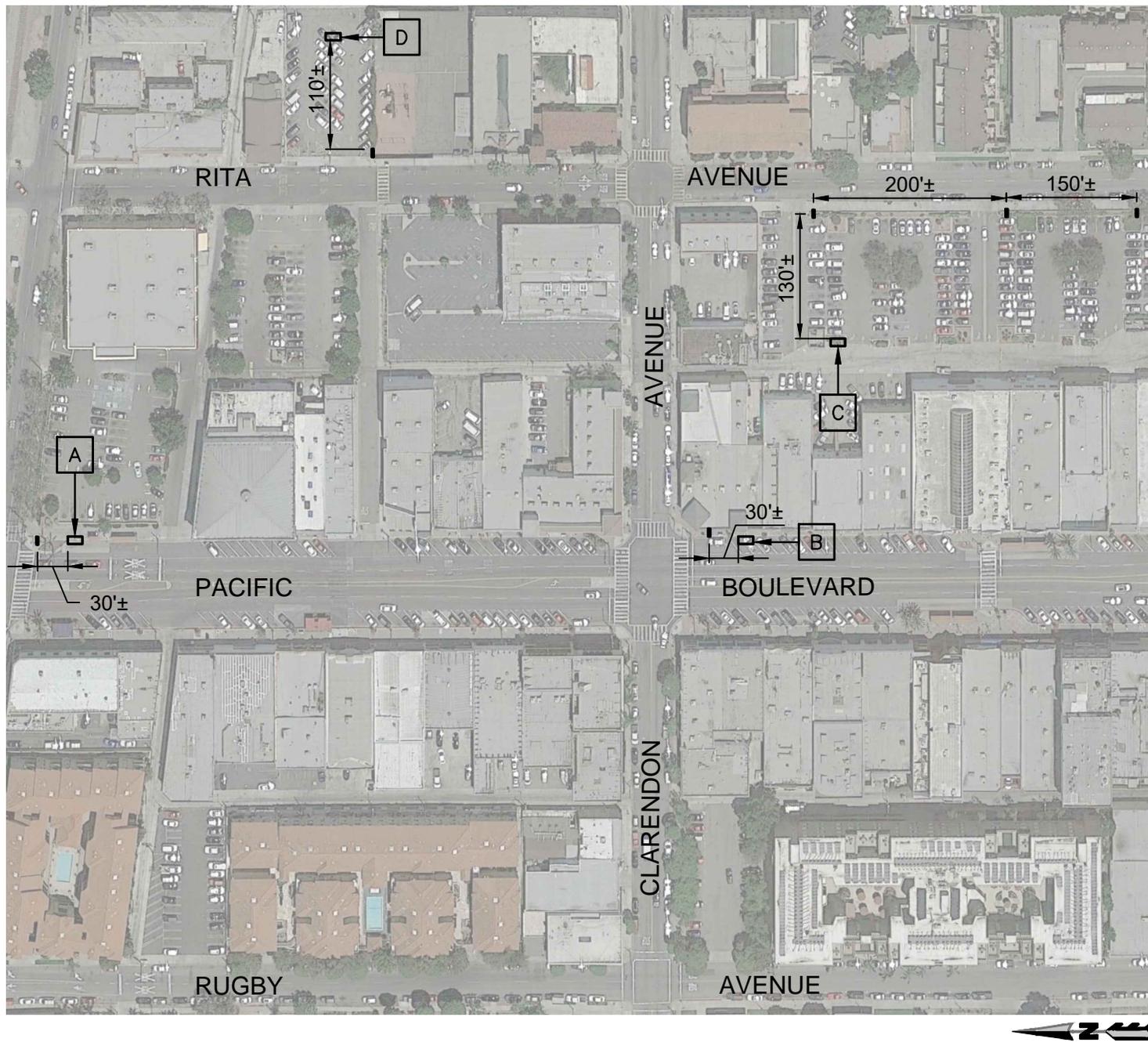
1. SIGNS TO BE INSTALLED ON EXISTING POSTS.
2. 3/16" THICK ALUMINUM PANEL WITH EASED EDGES PAINTED PROJECT COLOR P1.
3. GRAPHICS TO BE 3M OPAQUE WHITE VINYL OVERLAY. APPLY CLEAR COAT TO ENTIRE PANEL AFTER INSTALLATION OF VINYL.



EXHIBIT 7
 WAYFINDING SIGNS FOR
 PARKING LOT 8, 9, 10, 11, 12 AND 13



**INFRASTRUCTURE
 ENGINEERS**



GENERAL NOTE:

1. APPROXIMATE DIMENSIONS OF CONDUIT LENGTHS ARE SHOWN ON PLAN.

CONSTRUCTION NOTES:

- A** POWER IS IN THE PULL BOX 30' SOUTH FROM THE PROPOSED SIGN.
- B** POWER IS IN THE PULL BOX 30' SOUTH FROM THE PROPOSED SIGN.
- C** POWER IS IN THE PEDESTAL 130' WEST FROM THE PROPOSED SIGN. POWER SOURCE WILL CONNECT TO THREE SIGNS.
- D** POWER WILL BE CONNECTED FROM POINT OF CONNECTION 110' EAST OF PROPOSED SIGN.

LEGEND:

- ▬ -- VARIABLE MESSAGE SIGN
- -- POINT OF CONNECTION

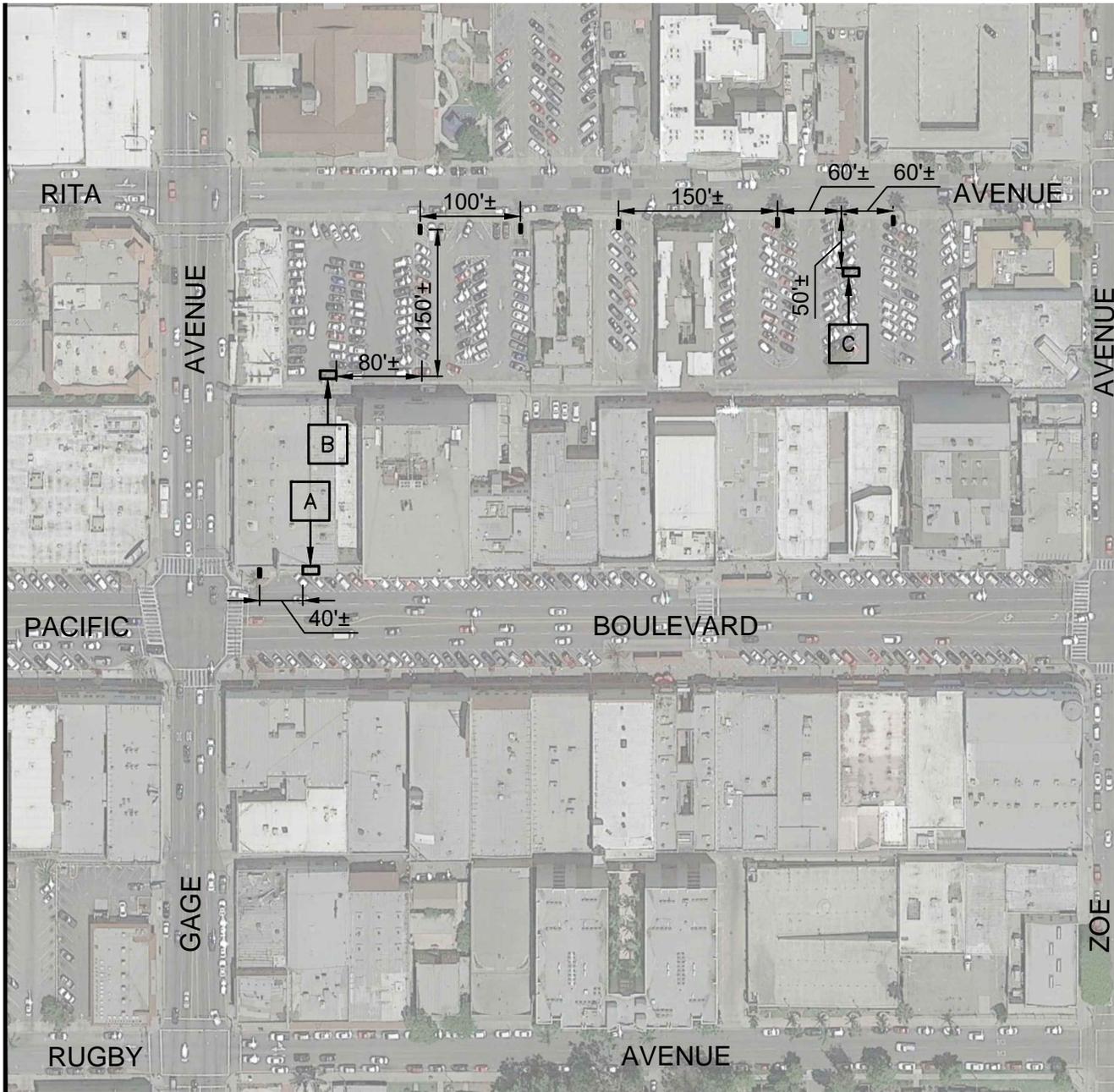
MATCHLINE SEE EXHIBIT 9



EXHIBIT 8
 LOCATION TO CONNECT POWER FOR THE
 VARIABLE MESSAGE SIGNS



MATCHLINE SEE EXHIBIT 8



MATCHLINE SEE EXHIBIT 10

GENERAL NOTE:

1. APPROXIMATE DIMENSIONS OF CONDUIT LENGTHS ARE SHOWN ON PLAN.

CONSTRUCTION NOTES:

- A** POWER IS IN THE PULL BOX 40' SOUTH FROM THE PROPOSED SIGN.
- B** POWER IS IN THE ELECTRICAL METER 230' AWAY FROM PROPOSED SIGN. POWER SOURCE WILL CONNECT TO TWO SIGNS.
- C** POWER IS IN THE ELECTRICAL METER 50' TO THE PULL BOX. POWER SOURCE WILL CONNECT TO THREE SIGNS.

LEGEND

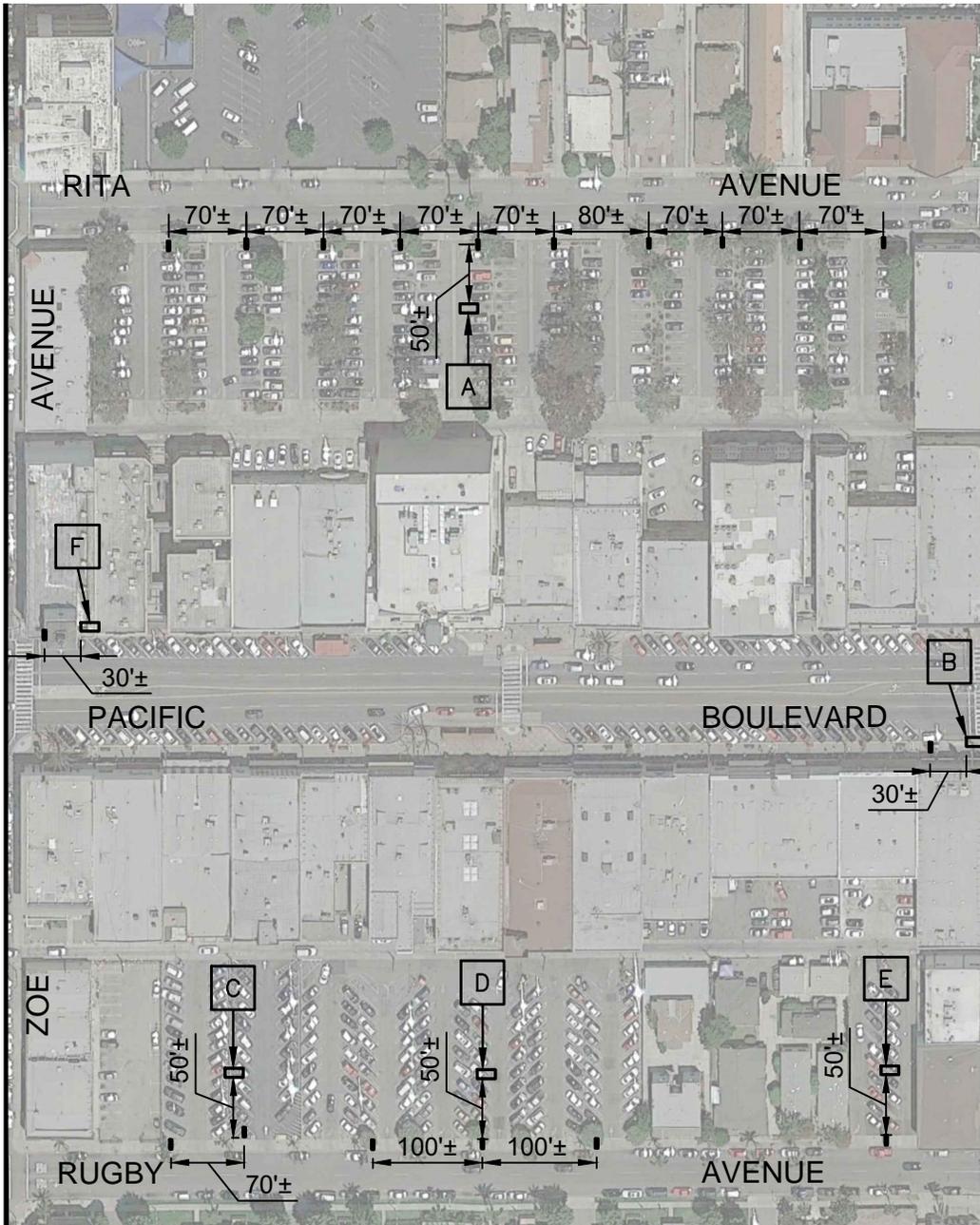
- ▬ -- VARIABLE MESSAGE SIGN
- -- POINT OF CONNECTION



EXHIBIT 9
 LOCATION TO CONNECT POWER FOR THE
 VARIABLE MESSAGE SIGNS



MATCHLINE SEE EXHIBIT 9



MATCHLINE SEE EXHIBIT 11

GENERAL NOTE:

1. APPROXIMATE DIMENSIONS OF CONDUIT LENGTHS ARE SHOWN ON PLAN.

CONSTRUCTION NOTES:

- A** POWER IS IN THE ELECTRIC METER 50' WEST FROM THE PROPOSED SIGN. POWER SOURCE WILL CONNECT TO TEN SIGNS.
- B** POWER IS IN THE PULL BOX 30' SOUTH FROM THE PROPOSED SIGN.
- C** POWER IS IN THE ELECTRICAL METER 50' EAST FROM THE PROPOSED SIGN. POWER SOURCE WILL CONNECT TO TWO SIGNS.
- D** POWER IS IN THE ELECTRICAL METER 50' EAST FROM THE PROPOSED SIGN. POWER SOURCE WILL CONNECT TO THREE SIGNS.
- E** POWER IS IN THE ELECTRIC METER 40' EAST FROM THE PROPOSED SIGN.
- F** POWER IS IN THE PULL BOX 30' SOUTH FROM THE PROPOSED SIGN.

LEGEND

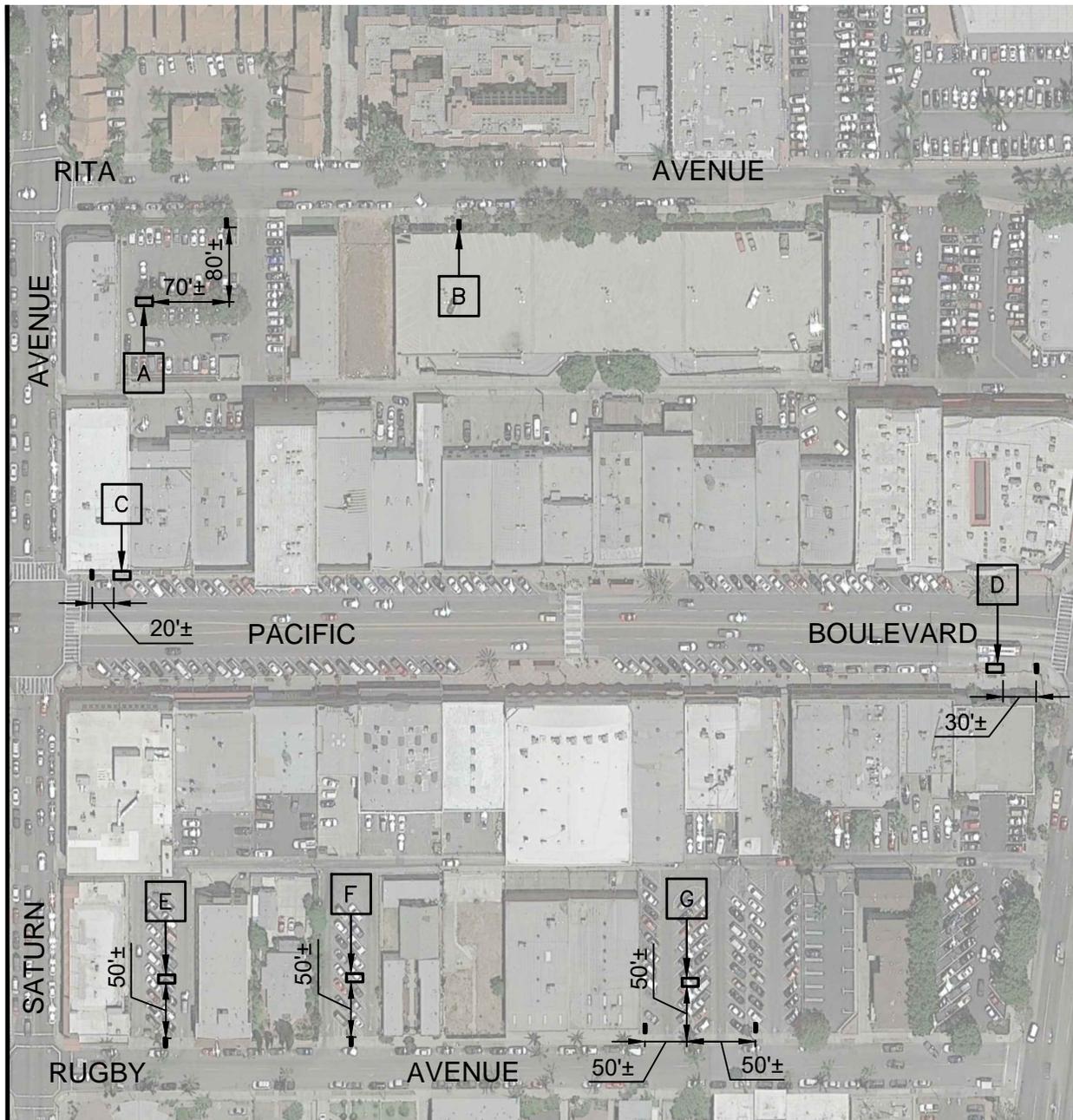
- ▬ -- VARIABLE MESSAGE SIGN
- -- POINT OF CONNECTION



EXHIBIT 10
LOCATION TO CONNECT POWER FOR THE
VARIABLE MESSAGE SIGNS



MATCHLINE SEE EXHIBIT 10



GENERAL NOTE:

1. APPROXIMATE DIMENSIONS OF CONDUIT LENGTHS ARE SHOWN ON PLAN.

CONSTRUCTION NOTES:

- A** POWER IS IN THE PEDESTAL 150' FROM THE PROPOSED SIGN.
- B** POWER IS AVAILABLE AT THIS LOCATION.
- C** POWER IS IN THE PULL BOX 20' SOUTH FROM THE PROPOSED SIGN.
- D** POWER IS IN THE PULL BOX 30' NORTH FROM THE PROPOSED SIGN.
- E** POWER IS IN THE ELECTRICAL METER 50' EAST FROM THE PROPOSED SIGN.
- F** POWER IS IN THE ELECTRICAL METER 50' EAST FROM THE PROPOSED SIGN.
- G** POWER IS IN THE ELECTRICAL METER 50' EAST FROM THE PROPOSED SIGN. POWER SOURCE WILL CONNECT TO TWO SIGNS.

LEGEND

- ┆ -- VARIABLE MESSAGE SIGN
- -- POINT OF CONNECTION



EXHIBIT 11
LOCATION TO CONNECT POWER FOR THE
VARIABLE MESSAGE SIGNS



APPENDIX “B”

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

Department of Industrial Relations (DIR) Contractor Registration Number

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

Per this requirement, provide the following information:

Contractor Name

Contractor Department of Industrial Relations Registration Number:

Expiration Date of Registration Number

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

APPENDIX “C”

PUBLIC IMPROVEMENT PROJECT SIGN

PUBLIC IMPROVEMENT PROJECT SIGN



YOUR TAX DOLLARS AT WORK
FY 2018/2019 i-PARK SYSTEM IMPLEMENTATION PROJECT
CIP NO. 2018-07

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

CONSTRUCTION MANAGEMENT: INFRASTRUCTURE ENGINEERS

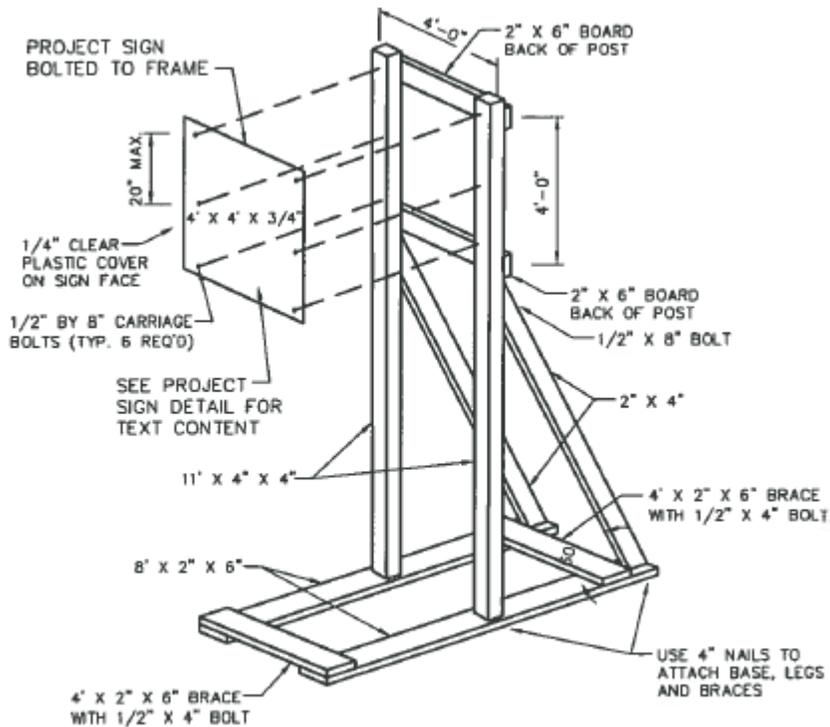
626-554-0400

START DATE: MARCH 2019

ESTIMATED COMPLETION DATE: JUNE 2019

NOTES:

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



Engineering Estimate

Client: **City of Huntington Park**
 Project: Downtown Huntington Park "i-Park" System Implementation
 Design Phase



Date: 1/28/2019
 Project No. 6900.12
 Submittal: 100%
 Prepared by: SM
 Checked by: YR

Base Bid

ITEM NO	ITEM	UNIT	Quantity	UNIT PRICE	TOTAL AMOUNT
1	Mobilization/ Demobilization (Not to exceed 3% of total of all other Prime Contract Bid Items)	LS	1	\$15,756.00	\$ 15,756.00
2	Traffic Control	LS	1	\$1,000.00	\$ 1,000.00
3	Furnish and Install Surface Mounted Solar Powered Sensor	EA	1,019	\$250.00	\$ 254,750.00
4	Furnish and Install General Packet Radio Services (GPRS) Communications Gateway, Solar	EA	18	\$1,800.00	\$ 32,400.00
5	Furnish and Install Free Standing LED Single-Sided Variable Message Sign on AC Pavement	EA	7	\$5,000.00	\$ 35,000.00
6	Furnish and Install Free Standing LED Single-Sided Variable Message Sign on Unclassified Soil	EA	15	\$4,500.00	\$ 67,500.00
7	Furnish and Install Free Standing LED Single-Sided Variable Message Sign on PCC Sidewalk	EA	7	\$5,500.00	\$ 38,500.00
8	Furnish and Install Free Standing LED Double-Sided Variable Message Sign on PCC Sidewalk or Pavers	EA	6	\$7,000.00	\$ 42,000.00
9	Furnish and Install Free Standing LED Double-Sided Variable Message Sign on Unclassified Soil	EA	3	\$6,500.00	\$ 19,500.00
10	Furnish and Install Bike Racks	EA	10	\$600.00	\$ 6,000.00
11	Furnish and Install Bike Lockers	EA	6	\$2,100.00	\$ 12,600.00
12	Install Public Improvement Project Sign	EA	2	\$750.00	\$ 1,500.00
13	Furnish and Install Wayfinding Sign	EA	7	\$1,350.00	\$ 9,450.00
14	Furnish and Install Wireless Sensor at Parking Garage Entrance/Exit	EA	4	\$750.00	\$ 3,000.00
15	Furnish and Install Mains Powered GPRS (Non-Solar) Including Connections and Appurtenances	LS	1	\$2,000.00	\$ 2,000.00
16	Remove Existing Posts	EA	7	\$200.00	\$ 1,400.00
17	Furnish and Construct Concrete Bollard	EA	18	\$450.00	\$ 8,100.00
18	Install New 1.5" Conduit with Directional Boring	LF	3,100	\$25.00	\$ 77,500.00
Construction Total Base Bid					\$627,956
Contingencies @ 10%					\$62,796
Total Project					\$690,752

CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report



February 5, 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 ($\frac{1}{4}$ ") 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:

CONSIDERATION AND APPROVAL OF AWARD OF CONTRACT SERVICES AGREEMENT TO PRECISION CONCRETE CUTTING FOR THE ANNUAL SIDEWALK TRIP HAZARD REMEDIATION - CIP NO. 2018-09

February 5, 2019

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- 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 ($\frac{1}{4}$ ") 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.

CONSIDERATION AND APPROVAL OF AWARD OF CONTRACT SERVICES AGREEMENT TO PRECISION CONCRETE CUTTING FOR THE ANNUAL SIDEWALK TRIP HAZARD REMEDIATION - CIP NO. 2018-09

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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.

CONSIDERATION AND APPROVAL OF AWARD OF CONTRACT SERVICES AGREEMENT TO PRECISION CONCRETE CUTTING FOR THE ANNUAL SIDEWALK TRIP HAZARD REMEDIATION - CIP NO. 2018-09

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The City Attorney's Office has reviewed the documentation relating to this project and consulted with City staff, and determined that the work contemplated by this project qualifies as "maintenance work" defined pursuant to California Public Contract Code Section 22002(d). "Maintenance work" is not considered a "public project" under the California Public Contract Code. Because the City's project is not considered a "public project" under the California Public Contract Code, the project is not subject to the bidding requirements of the California Public Contract Code. As a result, the award of a contract for this project should be considered as an award for professional services. Consistent with the City's procurement ordinance, the City should award the contract to the entity that will provide the best possible service to the City for the best value. Based on the information provided to the City Attorney's Office from Public Works staff, the City can decide that PCC is considered the firm that will provide the most responsive service.

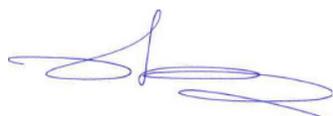
FISCAL IMPACT/FINANCING

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 NO. 2018-2019):

Presented to: CITY OF HUNTINGTON PARK
December 5th 2018

CONTACT: DANIEL HERNANDEZ

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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.



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



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.



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.



COMPREHENSIVE SIDEWALK SURVEYS

City of Commerce inspection report

Map of hazard location Emil Avenue

City of Commerce Sidewalk Inspection Report Matrix City of Commerce - Zone 247 Emil Avenue														Precision Concrete Cutting 13080 Foster Dr #C235 Chino Hills, CA 91709					
City Manager-Public Works 1055 Cassara Way Chino Hills, CA 91709 PH: (917) 224-8895														Total Sq. Ft. 1545					
LOCATION SPECIFICS				CONDITION				RECOMMENDED REPAIR				WSUAL	LAT	LONG					
No.	Street Name	Segment From	Segment To	Location/Description	Insp Date	Height 1	Height 2	Height Diff	Spall	Crack	Chalk	Tripe	Reinforce	Panel Width	Length (L/F)	SQ FT	Image		
1	Emil Avenue	Watchtower	Gage	6354 E. Emil Ave.	2016-08-23	0.38	0.38	0					X	4	12	48	Hazard 1	33.9736938	-118.14018
2	Emil Avenue	Watchtower	Gage	6354 E. Emil Ave.	2016-08-23	0.88	0.38	0.5					X	4	5	20	Hazard 2	33.9737810	-118.14048
3	Emil Avenue	Watchtower	Gage	6350 E. Emil Ave.	2016-08-23	0.38	0.38	0					X	4	5	20	Hazard 3	33.9758124	-118.14047
4	Emil Avenue	Watchtower	Gage	6350 E. Emil Ave.	2016-08-23	0.5	0.25	0.25					X	4	5	20	Hazard 4	33.9752964	-118.14047
5	Emil Avenue	Watchtower	Gage	AF 6347 E. Emil Ave.	2016-08-23	0.38	0.25	0.13					X	4	5	20	Hazard 5	33.9739790	-118.14049
6	Emil Avenue	Watchtower	Gage	AF 6347 E. Emil Ave.	2016-08-23	0.5	0.25	0.25					X	4	5	20	Hazard 6	33.9739790	-118.14049
7	Emil Avenue	Watchtower	Gage	AF 6347 E. Emil Ave.	2016-08-23	0.88	0.25	0.63					X	4	5	20	Hazard 7	33.9740372	-118.14047
8	Emil Avenue	Watchtower	Gage	AF 6347 E. Emil Ave.	2016-08-23	0.5	0.25	0.25					X	4	5	20	Hazard 8	33.9740372	-118.14049
9	Emil Avenue	Watchtower	Gage	AF 6335 Emil Ave.	2016-08-23	0	0	0					X	4	40	160	Hazard 9	33.9742540	-118.14025
10	Emil Avenue	Watchtower	Gage	AF 6327 Emil Ave.	2016-08-23	0.5	0.25	0.25					X	4	5	20	Hazard 10	33.9744072	-118.14018
11	Emil Avenue	Watchtower	Gage	AF 6327 Emil Ave.	2016-08-23	1.13	0.25	0.88					X	4	5	20	Hazard 11	33.9744114	-118.14018
12	Emil Avenue	Watchtower	Gage	6318 E. Emil Ave.	2016-08-23	1.38	0.25	1.13					X	4	5	20	Hazard 12	33.9745312	-118.14011
13	Emil Avenue	Watchtower	Gage	6318 E. Emil Ave.	2016-08-23	0.5	0	0.5					X	4	5	20	Hazard 13	33.9745280	-118.14008
14	Emil Avenue	Watchtower	Gage	6304 E. Emil Ave.	2016-08-23	0.88	0.25	0.63					X	5	10	50	Hazard 14	33.9750771	-118.13987
15	Emil Avenue	Watchtower	Gage	6304 E. Emil Ave.	2016-08-23	0.38	0.25	0.13					X	0	15	15	Hazard 15	33.9750964	-118.13982
16	Emil Avenue	Watchtower	Gage	6295 W. Emil Ave.	2016-08-23	1.5	0.38	1.12					X	4	4	16	Hazard 16	33.9759102	-118.13928
17	Emil Avenue	Watchtower	Gage	6295 W. Emil Ave.	2016-08-23	0.38	0.38	0					X	4	5	20	Hazard 17	33.9758887	-118.13932
18	Emil Avenue	Watchtower	Gage	6295 W. Emil Ave.	2016-08-23	0.88	0.38	0.5					X	4	5	20	Hazard 18	33.9759216	-118.13941
19	Emil Avenue	Watchtower	Gage	6295 W. Emil Ave.	2016-08-23	0.5	0.5	0					X	4	5	20	Hazard 19	33.9758814	-118.13945
20	Emil Avenue	Watchtower	Gage	6295 W. Emil Ave.	2016-08-23	0.5	0.5	0					X	4	5	20	Hazard 20	33.9758824	-118.13946
21	Emil Avenue	Watchtower	Gage	6295 W. Emil Ave.	2016-08-23	0.5	0.13	0.37					X	4	5	20	Hazard 21	33.9757957	-118.13947
22	Emil Avenue	Watchtower	Gage	6295 W. Emil Ave.	2016-08-23	0.38	0.13	0.25					X	4	5	20	Hazard 22	33.9755323	-118.13956
23	Emil Avenue	Watchtower	Gage	6245 W. Emil Ave.	2016-08-23	0	0	0					X	4	32	128	Hazard 23	33.9754418	-118.13972
24	Emil Avenue	Watchtower	Gage	6281 W. Emil Ave.	2016-08-23	0.75	0.25	0.5					X	4	5	20	Hazard 24	33.9752883	-118.13964
25	Emil Avenue	Watchtower	Gage	6253 W. Emil Ave.	2016-08-23	0	0	0					X	4	24	96	Hazard 25	33.9749113	-118.14006
26	Emil Avenue	Watchtower	Gage	6335 W. Emil Ave.	2016-08-23	0.5	0.25	0.25					X	4	5	20	Hazard 26	33.9750857	-118.14012
27	Emil Avenue	Watchtower	Gage	6303 W. Emil Ave.	2016-08-23	0.5	0.38	0.13					X	4	5	20	Hazard 27	33.9746628	-118.14021
28	Emil Avenue	Watchtower	Gage	6315 W. Emil Ave.	2016-08-23	0.5	0.13	0.37					X	4	5	20	Hazard 28	33.9748511	-118.14023
29	Emil Avenue	Watchtower	Gage	6319 W. Emil Ave.	2016-08-23	0.38	0.13	0.25					X	4	5	20	Hazard 29	33.9746266	-118.14026
30	Emil Avenue	Watchtower	Gage	6323 W. Emil Ave.	2016-08-23	0.5	0.38	0.13					X	4	5	20	Hazard 30	33.9745214	-118.14021
31	Emil Avenue	Watchtower	Gage	6327 W. Emil Ave.	2016-08-23	1.25	0.5	0.75					X	4	5	20	Hazard 31	33.9744377	-118.14035
32	Emil Avenue	Watchtower	Gage	6327 W. Emil Ave.	2016-08-23	0.75	0.38	0.37					X	4	5	20	Hazard 32	33.9744180	-118.14034
33	Emil Avenue	Watchtower	Gage	6327 W. Emil Ave.	2016-08-23	1.13	0.25	0.88					X	4	5	20	Hazard 33	33.9744114	-118.14037
34	Emil Avenue	Watchtower	Gage	6327 W. Emil Ave.	2016-08-23	1.13	0.63	0.5					X	4	5	20	Hazard 34	33.9743767	-118.14039
35	Emil Avenue	Watchtower	Gage	6355 W. Emil Ave.	2016-08-23	0.38	0.25	0.13					X	4	5	20	Hazard 35	33.9743576	-118.14043
36	Emil Avenue	Watchtower	Gage	6341 W. Emil Ave.	2016-08-23	0.75	0.38	0.37					X	4	5	20	Hazard 36	33.9741514	-118.14055
37	Emil Avenue	Watchtower	Gage	6341 W. Emil Ave.	2016-08-23	1.38	0.5	0.88					X	4	5	20	Hazard 37	33.9741414	-118.14052
38	Emil Avenue	Watchtower	Gage	6341 W. Emil Ave.	2016-08-23	0.38	0.25	0.13					X	4	5	20	Hazard 38	33.9741287	-118.14056
39	Emil Avenue	Watchtower	Gage	6347 W. Emil Ave.	2016-08-23	0.38	0.25	0.13					X	4	5	20	Hazard 39	33.9740915	-118.14059
40	Emil Avenue	Watchtower	Gage	6345 W. Emil Ave.	2016-08-23	0.88	0.25	0.63					X	4	5	20	Hazard 40	33.9740310	-118.14063
41	Emil Avenue	Watchtower	Gage	6351 W. Emil Ave.	2016-08-23	0.5	0.13	0.37					X	4	5	20	Hazard 41	33.9738264	-118.14070
42	Emil Avenue	Watchtower	Gage	6357 W. Emil Ave.	2016-08-23	0.5	0.38	0.13					X	4	5	20	Hazard 42	33.9737187	-118.14072
43	Emil Avenue	Watchtower	Gage	6357 W. Emil Ave.	2016-08-23	0.5	0.25	0.25					X	4	5	20	Hazard 43	33.9736822	-118.14077
44	Emil Avenue	Watchtower	Gage	6359 W. Emil Ave.	2016-08-23	0.5	0.25	0.25					X	4	5	20	Hazard 44	33.9735989	-118.14072
45	Emil Avenue	Watchtower	Gage	6349 W. Emil Ave.	2016-08-23	1	0.5	0.5					X	4	5	20	Hazard 45	33.9735647	-118.14072
46	Emil Avenue	Watchtower	Gage	6359 W. Emil Ave.	2016-08-23	1	0.5	0.5					X	4	5	20	Hazard 46	33.9735516	-118.14077
47	Emil Avenue	Watchtower	Gage	6367 W. Emil Ave.	2016-08-23	0.38	0	0.38					X	4	5	20	Hazard 47	33.9734501	-118.14077
48	Emil Avenue	Watchtower	Gage	6367 W. Emil Ave.	2016-08-23	0.63	0	0.63					X	4	5	20	Hazard 48	33.9734501	-118.14077
49	Emil Avenue	Watchtower	Gage	6367 W. Emil Ave.	2016-08-23	1	0.38	0.62					X	4	5	20	Hazard 49	33.9733840	-118.14075
Cell Totals																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



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



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.



PRECISION CONCRETE CUTTING REPAIRS



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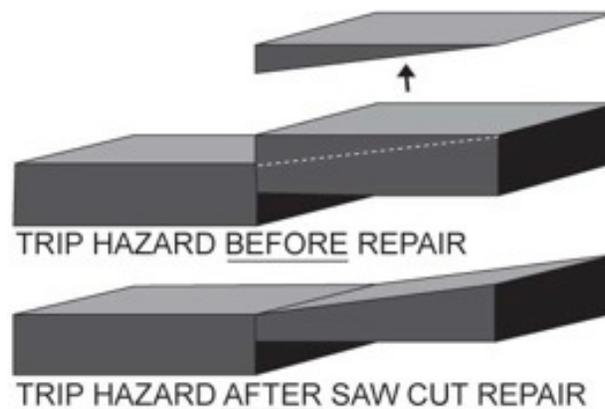
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PRECISION CONCRETE CUTTING DIFFERENCE

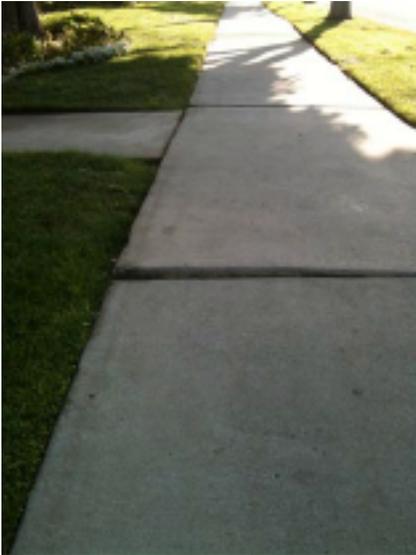
REPAIR SPECIFICATIONS

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.



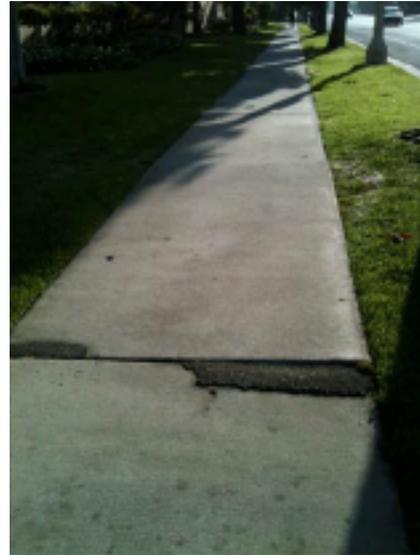
CURRENT REPLACEMENT REPAIR METHOD

Coverage Limited by Budget Allocation



1/2 to 1 inch high
Asphalt Ramp or Grind

\$25 - \$50 per
location



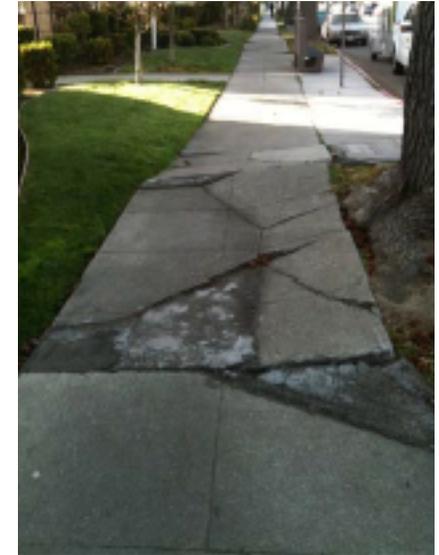
1 to 1 1/2 Inches High
Replace

\$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

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



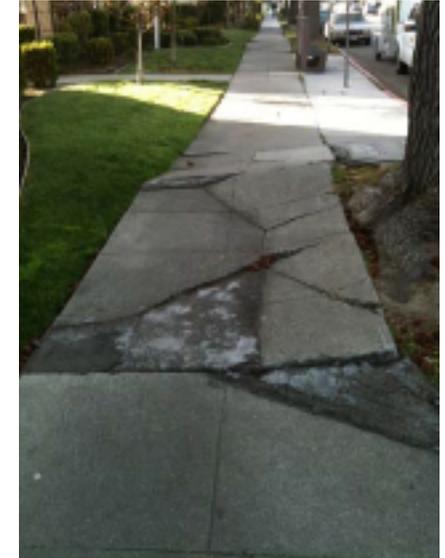
1 to 1 1/2 Inches High
Repair by Precision
Saw Cutting

\$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



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



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



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



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.



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



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.



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



EXAMPLES: ITEMIZED MAPS OF GPS LOCATIONS

Map of hazard location Emil Avenue



EXAMPLES: ITEMIZED PICTURES OF LOCATIONS

		
<p>Hazard 1: 3900 Union Pacific Ave corner is asphalt</p>	<p>Hazard 2: 3900 Union Pacific Ave</p>	<p>Hazard 3: 3900 Union Pacific Ave</p>
		
<p>Hazard 4: 3900 Union Pacific Ave</p>	<p>Hazard 5: 3900 Union Pacific Ave</p>	<p>Hazard 6: 3900 Union Pacific Ave</p>
		
<p>Hazard 7: 3900 Union Pacific Ave by tree</p>	<p>Hazard 8: 3900 Union Pacific Ave by tree</p>	<p>Hazard 9: 3900 Union Pacific Ave by tree</p>
		
<p>Hazard 10: 3900 Union Pacific Ave</p>	<p>Hazard 11: 3900 Union Pacific Ave</p>	<p>Hazard 12: 3900 Union Pacific Ave</p>

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.



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



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**



BPR, Inc. Proposal

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

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



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



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

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

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



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. services the State of California.

www.bpr1.com

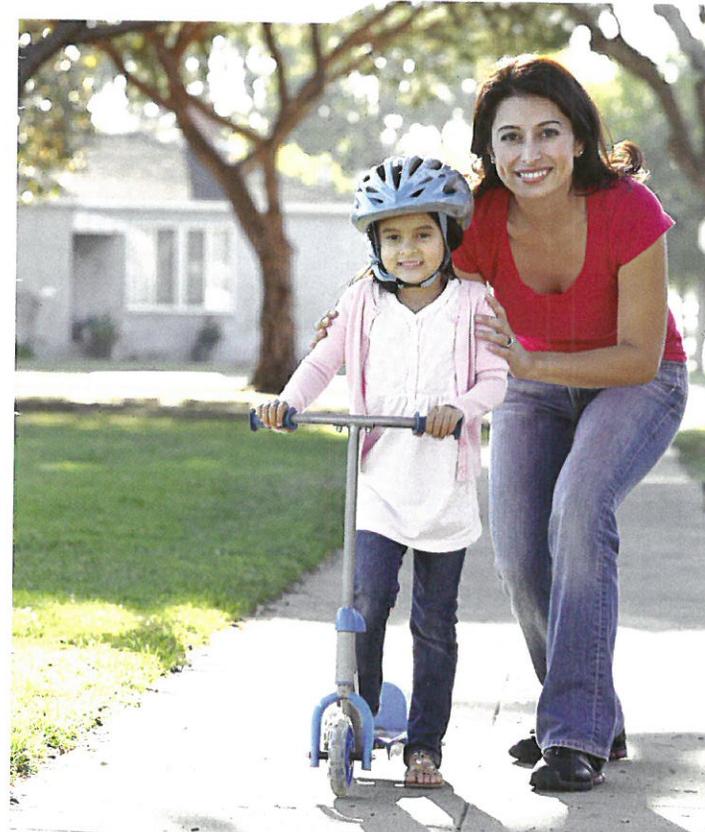
Phone: (855) 804-7336

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



**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 to make the repair in an 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.



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 Carraval, 

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.

CT&T Concrete Paving, Inc.
324 S. Diamond Bar Blvd PMB 275
Diamond Bar, CA 91765



Annual Sidewalk Trip Hazard Remediation

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 and

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 City 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.

ASSIGNMENT: The skills, training, knowledge and experience of CONTRACTOR are material to CITY'S willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR'S duties or

obligations under this Agreement without the prior written consent of CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

- 2.5 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONTRACTOR or under CONTRACTOR'S strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONTRACTOR on an independent CONTRACTOR basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR'S competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of CITY and shall at all times be under CONTRACTOR'S exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.6 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONTRACTOR'S officers, employees, agents, or SUB-CONTRACTOR is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR'S officers, employees, agents, or SUB-CONTRACTOR fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, or SUB-CONTRACTOR shall be promptly removed by CONTRACTOR and shall not be reassigned to perform any of the Work.
- 2.7 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR'S compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.8 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, CONTRACTOR, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

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

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. Automobile Liability Insurance: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per accident for bodily injury and property damage.
 - C. Workers' Compensation Insurance / Employer's Liability Insurance: Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. If the contractor is stating they are either the owner of the organization or a partner, and are exempt from the State's workers' compensation requirements because they

have no employees and agree to hold the Entity harmless from loss or liability for such. A waiver form must be signed.

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

- 3.2 **ADDITIONAL INSURED REQUIREMENTS:** The CGL Coverage shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds. The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

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

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

- 3.3 **REQUIRED CARRIER RATING:** All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A: VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.

- 3.4 **PRIMACY OF CONTRACTOR'S INSURANCE:** All policies of insurance provided by CONTRACTOR shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONTRACTOR'S insurance and shall not contribute with it.

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

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

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 5.2.C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONTRACTOR shall cure the following Events of Defaults within the following time periods:
- i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to CITY or CITY's employees or agents under this

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

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

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

- C. CITY shall cure any Event of Default asserted by CONTRACTOR within forty-five (45) calendar days of CONTRACTOR'S issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the

45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONTRACTOR as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR'S Default Notice to CITY.

- D. 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:

PRECISION CONCRETE CUTTING

By: _____
Ricardo Reyes
City Manager

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

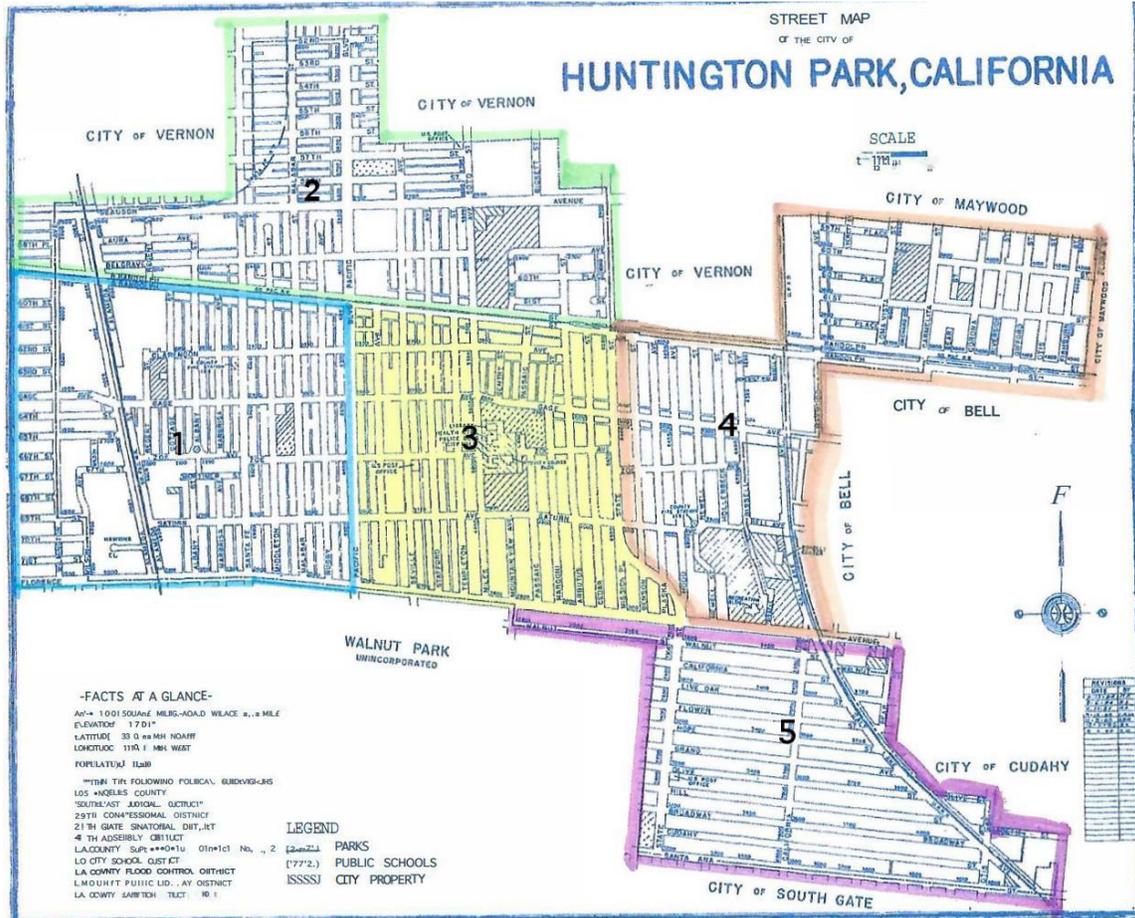
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EXHIBIT "A"

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:

$$(0.50'' + 0'') / 2 * 4' = 1\text{-inch foot}$$

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

February 5, 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:

APPROVE ACCEPTANCE OF WORK PERFORMED BY ALFARO COMMUNICATION CONSTRUCTION, INC. (ACCI) AS PART OF CIP 2018-01 PACIFIC BOULEVARD PEDESTRIAN AND TRANSPORTATION IMPROVEMENT PROJECT METRO ID F3609 AND CIP 2018-02 METRO RAPID BUS STATION IMPLEMENTATION PROJECT METRO ID MRBSHE32

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve acceptance of work performed by Alfaro Communication Construction, Inc. (ACCI) for the construction of CIP 2018-01 Pacific Boulevard Pedestrian and Transportation Improvement Project Metro ID F3609 and CIP 2018-02 Metro Rapid Bus Station Implementation Project Metro ID MRBSHE32;
2. Approve budget appropriations for construction contract provided by ACCI in an amount of \$377,327.82 to account number 205-8010-431.73-10, \$115,500 to account number 208-8051-431.73-10, \$243,595.00 to account number 222-8010-431.73-10, \$191,457.11 to account number 221-4010-431.73-10, and \$93,521.05 to account number 535-8010-431.73-10 for a total construction cost of \$1,021,400.98;
3. Approve ACCI's change orders for a not-to-exceed fee of \$149,693.76; (ACCI)
4. Authorize budget appropriations for construction management & inspection and labor compliance services provided by Infrastructure Engineers (IE) in an amount of \$85,000, from account number 222-8010-431.73-10;
5. Authorize the City Manger of designee to sign ACCI change orders;
6. Authorize staff to execute the "Notice of Completion" (NOC) and direct the City Clerk to file the NOC with the Los Angeles County Recorder's Office; and

APPROVE ACCEPTANCE OF WORK PERFORMED BY ALFARO COMMUNICATION CONSTRUCTION, INC. (ACCI) AS PART OF CIP 2018-01 PACIFIC BOULEVARD PEDESTRIAN AND TRANSPORTATION IMPROVEMENT PROJECT METRO ID F3609 AND CIP 2018-02 METRO RAPID BUS STATION IMPLEMENTATION PROJECT METRO ID MRBSHE32

February 5, 2019

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7. Release the 5% retention being withheld from the payment to Contractor after 35 days of the effective date of the recordation of the NOC, if no Stop Notices are filed within the 35-day period.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In 2011, the City was awarded \$2.7 million in Metro Call for Project grant monies, CIP 2018-01 Pacific Boulevard Pedestrian and Transportation Improvement Project Metro ID F3609, to fund pedestrian improvements along Pacific Boulevard between Florence Avenue and Slauson Avenue.

In January 17, 2016, the City Council authorized the execution of the grant agreement for CIP 2018-02 Metro Rapid Bus Station Implementation Project Metro ID MRBSHE32 to add five (5) bus shelters that would expand the Countywide Metro Rapid System program along Pacific Boulevard. The total grant awarded for this project was \$125,000.

City Administration took advantage of the economies of scale to leverage the scale of operations and utilize one-single contractor to complete the two Metro funded projects. City staff saw potential in using the two parallel timelines to maximize the results.

At the December 12, 2017 City Council meeting, the City Council awarded the construction contract to Alfaro Communication Construction, Inc. (ACCI) to complete the final phase of Metro ID F3609 and awarded Construction Management oversight of the project to Infrastructure Engineers (IE). The contractor has substantially completed the project in accordance with the project plans and specifications.

FISCAL IMPACT/FINANCING

ACCI's original contract bid amount was \$871,707.22. Increased project costs were primarily due to modifications to the original specified material that included; exchanging line item units for more durable maintenance free material, designing and manufacturing the downtown way-finding signs and engineering electrical system connections to illuminate some of the signs.

Contract change orders were negotiated in good faith and bid prices, based upon agreed changes to the contract plans and specifications, were adjusted accordingly. The result being an additional \$149,693.76 requested in change orders. Staff's recommendation is to increase ACCI's total contract to a not-to-exceed amount of \$1,021,400.98. However, the total change order amount is still being negotiated and may be less than the total amount requested. ACCI has been given a deadline to produce additional objective

APPROVE ACCEPTANCE OF WORK PERFORMED BY ALFARO COMMUNICATION CONSTRUCTION, INC. (ACCI) AS PART OF CIP 2018-01 PACIFIC BOULEVARD PEDESTRIAN AND TRANSPORTATION IMPROVEMENT PROJECT METRO ID F3609 AND CIP 2018-02 METRO RAPID BUS STATION IMPLEMENTATION PROJECT METRO ID MRBSHE32

February 5, 2019

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evidence to support their requested change orders. If they fail to produce, then we will reject those respective requests.

The City will receive reimbursement for construction costs up to \$115,500 from Metro ID MRBSHE32 (account number 208-8051-431.73-10) and \$377,327.82 from Metro ID F3609 (account number 205-8010-431.73-10). It's important note, Metro has a firm completion date for this project of February 28, 2019. If we fail to complete the project, the associated funding will be lost. Below is an accounting of the construction invoices submitted for payment. The remaining balance is as follows; \$243,595.00 to account number 222-8010-431.73-10, \$191,457.11 to account number 221-4010-431.73-10, and \$93,521.05 to account number 535-8010-431.73-10 for a total construction cost of \$1,021,400.98.

Account Number & Funding Sources	Project Budget 12/12/17	ACCI Payment 11/06/18	ACCI Payment 12/12/18	ACCI Payment 02/05/19	ACCI Final Payment 02/19/19	Change Orders 02/19/19
205-8010-431.73-10	\$330,383.00	\$222,549.28	\$12,019.89	\$116,870.35		
221-4010-431.73-10	\$30,163.00	\$20,468.14	\$117,990.66	\$52,998.31		
222-8010-431.73-10	\$243,595.00			\$105,033.15		
239-8010-431.73-10	\$50,000.00					
334-8010-431.73-10	\$146,373.00					
535-8010-431.73-10	\$114,529.00			\$103,174.21		
Total =	\$915,043.00	\$243,017.42	\$130,010.55	\$378,076.02	\$120,603.23	\$149,693.76

The City has received reimbursement for construction management services of \$12,500 from Metro ID MRBSHE32. Below is an accounting of the construction management invoices submitted for payment.

ACCI's final payment will include the approved not-to-exceed change order amounts. This portion may be released for payment to the contractor thirty-five (35) days after the Notice of Completion is recorded. No additional budget appropriation is requested at the time

LEGAL AND PROGRAM REQUIREMENTS

It is recommended that the Mayor and Members of the City Council accept the project as satisfactory and complete. Upon acceptance of the project, staff will file the "Notice of Completion" with the County Recorder's Office for the project. Thirty-five (35) days after the recordation of the Notice of Completion by the County Recorder's Office, the City will release the Labor and Materials Bond to the bonding company and make final payment

APPROVE ACCEPTANCE OF WORK PERFORMED BY ALFARO COMMUNICATION CONSTRUCTION, INC. (ACCI) AS PART OF CIP 2018-01 PACIFIC BOULEVARD PEDESTRIAN AND TRANSPORTATION IMPROVEMENT PROJECT METRO ID F3609 AND CIP 2018-02 METRO RAPID BUS STATION IMPLEMENTATION PROJECT METRO ID MRBSHE32

February 5, 2019

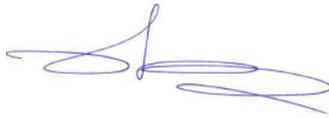
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of the retention being withheld from the payment to Contractor, if no Stop Notices are filed within the 35-day period.

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



Daniel Hernandez
Director of Public Works

ATTACHMENTS

- A. Notice of Completion
- B. ACCI Change Orders

ATTACHMENT "A"

(NO FEE PURSUANT TO GOVT. CODE SECT. 6103)

RECORDING REQUESTED BY:

CITY OF HUNTINGTON PARK

AND WHEN RECORDED MAIL TO:

City Clerk's Office

Attn: City Clerk

(Name)

6550 MILES AVE.

(Street Address)

HUNTINGTON PARK, CA 90255-4393

(City, State, and Zip)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

(Notice pursuant to Civil Code Section 3093, must be recorded within 10 days after completion)

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is the owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the owner is City of Huntington Park
3. The full address of the owner is: 6550 Miles Avenue, Huntington Park, CA 90255-4393
4. The nature of the interest or estate is:

(If Other Than Fee, Strike, "In Fee" And Insert, For Example, "Purchaser Under Contract of Purchase" Or Lessee")

5. The full names and full addresses of all co-owners, if any, who hold any title or interest with the above-named owner in the property are:

NAMES

ADDRESSES

6. A work of improvement on the property hereinafter described was completed on 02/28/19
(Date)
The work done was: CIP 2018-01 Pacific Blvd Pedestrian and Transportation Improvements

7. The name of the contractor, if any, for such work of improvement is:

Alfaro Communication Construction, Inc.

12/12/17

(If no Contractor for work of improvement, insert "none")

(Date of Contract)

8. The street address of said property is: Pacific Boulevard between Florence Avenue and Slauson Avenue
9. The property on which said work of improvement was completed is in the city of Huntington Park County of Los Angeles, State of California, and is described as follows:

VERIFICATION

I, the undersigned, say:

I am Daniel Hernandez, Director of Public Works

(“President,” “Owner,” “Partner,” “Manager,” etc.)

of the declarant of the foregoing completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge.

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

Executed on 02/28/19, at Huntington Park, California.

(Date of Signature)

(City Where Signed)

(Personal Signature of the Individual who is swearing that the contents of the Notice of Completion are true)

ATTACHMENT "B"

Attachment B

T&M Number	Date	Description	Status	Amount	CCO Report No.	Total Cost
CCO (1) 1/1	xxx	FURNISH AND INSTALL NEW 13' LONG BUS (Tarif)		\$ 7,711.20	1	\$ 7,711.20
CCO (1)1/2	xxx	FURNISH AND INSTALL NEW 21' LONG BUS (Tarif)		\$ 10,495.80	2	\$ 10,495.80
CCO (1) 1/3	xxx	FURNISH NEW 6' LONG BENCHES - Modification per city request and price adjustment for increase of materials		\$ 5,067.97	3	\$ 5,067.97
CCO (1) 1/4	xxx	FURNISH AND INSTALL NEW MONUMENT SIGNS (Tarif)		\$ 6,854.40	4	\$ 6,854.40
CCO (1) 1/5	xxx	FURNISH AND INSTALL NEW WAYFINDING SIGNS (Tarif)		\$ 1,285.20	5	\$ 1,285.20
CCO (1) 1/6	xxx	FURNISH AND INSTALL NEW ROADWAY SIGNS (Tarif)		\$ 2,184.84	6	\$ 2,184.84
CCO (1) 1/7	xxxx	price to expedite bus shelter				
CCO (1) 1/8	xxx	Roof tiles		\$ 5,667.58	8	\$ 5,667.58
CCO (1) 1/9	xxx	Install bus Benches with no anchors			9	
CCO (1) 1/10	xxx	Install bus benches with Anchor		\$ 5,888.65	10	\$ 5,888.65
CCO (1) 1/11	xxx	Power for the Monument #1 located , remove and replace approximate 22 SF of pavers install 25 LF of conduit		\$ 4,020.65	11	\$ 4,020.65
CCO (1) 1/12	xxx	Power for Moumnet #2 located 6403 Pacific facing North, trench in dirt 9 Ft and R&R sidewalk 15 SF to install 15 IF of conduit		\$ 5,231.90	12	\$ 5,231.90
CCO (1) 1/13	xxx	Power for Monument #3 located 3010 Pacific Facing south, R&R sidewalk 70 SF to install 15 LF of conduit		\$ 5,529.63	13	\$ 5,529.63
CCO (1) 1/14	xxx	Power for Monument #4 located 5414 Pacific, R&R sidewalk 275 SF and install conduit 60 LF		\$ 11,623.36	14	\$ 11,623.36
CCO (1) 1/15	xxx	Furnish and install new Directory #1 per the approved submittals and supply Power located 7133 Pacific, R&R sidewalk 175 SF install conduit 40 LF and construct footing.		\$ 17,535.60	15	\$ 17,535.60
CCO (1) 1/16	xxx	Furnish and install new Directory #2 per the approved submittals and supply Power located 6054 Pacific, R&R pavers 15 SF to install 15 LF of conduit construct footing.		\$ 16,665.14	16	\$ 16,665.14
CCO (1) 0/17	xxx	engineering design for directories foundation, construct foundation		\$ 5,224.06	17	\$ 5,224.06
CCO (1) 0/18	xxx	Trench total of 45 FT to connect Monument light to existing PB (Monument 2 and 3 and directory #2		\$ 5,224.06	18	\$ 5,224.06
CCO (1) 1/19	10/30/2018	Trench 35 + 22 FT for Monument 1 and directory 1 to power source		\$ 5,349.53	19	\$ 5,349.53
CCO (1) 0/20	10/31/2018	Trench 55 FT for Monument 4 to power source		\$ 5,502.14	20	\$ 5,502.14
CCO (1) 0/21	11/1/2018	Trench 55 FT for Monument 4 to power source		\$ 5,370.26	21	\$ 5,370.26
CCO (1) 0/22	11/13/2018	Down time during Augering the foundation for Monument and the Directories		\$ 3,929.18	22	\$ 3,929.18
CCO (1) 1/23	11/13/,11/14,11/19,11/20	Directory foundation		\$ 7,476.99	23	\$ 7,476.99
CCO (1) 0/24	11/15/2015	repair unmarked street light conduit		\$ 2,970.21	24	\$ 2,970.21
CCO (1) 0/25	1/11/2019	Relocate feed point for Monumnet #1		\$ 2,885.39	25	\$ 2,885.39
Total						\$ 149,693.76



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

February 5, 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 (PO) FOR EMERGENCY REPLACEMENT OF MOTOR

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve emergency expenditure in the amount of \$13,401.80 in account 681-8030-461.43-30; and
2. Authorize City Manager to execute the check request.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On the morning of January 17, 2019 the motor on Well 18 failed and was taken offline. No signs of impending mechanical failure had been observed during the daily inspection the day before, January 16, 2019.

Water Operations staff contacted two vendors one of which was able to come out to determine the motor was unrepairable. Fortunately, a supplier had a motor in stock and thus an emergency replacement motor was ordered and an Emergency Encumbrance Request/ Purchase Order was prepared for approval.

Upon installation of the new motor the connection to bring it back online failed. Electrical staff determined the electrical cable failed the insulation test which required a replacement cable to be procured and installed. Still, Well 18 was inoperable. An Edison emergency response crew was contacted and dispatched to re-splice the wires on three burnt out connections and secured the electrical terminals. Electrical failures persisted at various locations at the facility. The Well main breaker was discovered to have been burnt out. A refurbished breaker was located, procured and installed. Finally, Well start-up was successful and ran in test mode. The Well was then returned to service.

**CONSIDERATION AND APPROVAL OF PURCHASE ORDER (PO) FOR
EMERGENCY REPLACEMENT OF MOTOR**

February 5, 2019

Page 2 of 2

FISCAL IMPACT/FINANCING

Funding for Infrastructure Maintenance was approved in the City's FY 2018-19 Adopted Budget for \$300,000 in account number 681-8030-461-43-30, Water Department Fund, Infrastructure Maintenance and is within our current fund balance.

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)

None

CITY OF HUNTINGTON PARK

City Council Meeting Agenda Tuesday, February 5, 2019

PUBLIC HEARING

COMMUNITY DEVELOPMENT

15. Continued from the January 15 2019, 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).

- TO BE CONTINUED -

CITY OF HUNTINGTON PARK

City Council Meeting Agenda Tuesday, February 5, 2019

PUBLIC HEARING

FINANCE

16. Continued from the January 15 2019, Regular City Council Meeting - **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

- TO BE CONTINUED -