

CITY OF HUNTINGTON PARK

City Council

Regular Meeting

Agenda

Tuesday, December 17, 2019

6:00 p.m.

City Hall Council Chambers

6550 Miles Avenue, Huntington Park, CA 90255

Karina Macias

Mayor

Manuel “Manny” Avila

Vice Mayor

Graciela Ortiz

Council Member



Marilyn Sanabria

Council Member

Jhonny Pineda

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

INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATIONS

"Certificates of Appreciation," Presented to those who Participated in the 2019 Health and Education Commission's Art Contest

Presentation by Students from Linda Marquez High School on the Effects of Climate Change

"Certificates of Recognition," Presented to Students from Pacific Elementary School Who Participated in the "Girls on the Run" 5k Run on Sunday, December 8, 2019

PUBLIC COMMENT

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

STAFF RESPONSE

RECESS TO CLOSED SESSION

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Name of case: Huntington Park v Metropolitan Transportation Authority (MTA)
Case Numbers: BC700789 and BC700790
2. CONFERENCE WITH LABOR NEGOTIATORS Regarding Represented Employees - Government Code Section 54957.6(a)
City's Designated Representative(s) for Negotiations: Ricardo Reyes, City Manager and Nita McKay, Finance/Administrative Services Director
Employee Organization: General Employees Association (GEA)

CLOSED SESSION CONTINUED

CLOSED SESSION CONTINUED

3. CONFERENCE WITH LABOR NEGOTIATOR - Regarding Represented Employees
(Government Code Section 54957.6(a))
City's Designated Representative(s) for Negotiations: Ricardo Reyes, City Manager
Employee Organization: Police Officers Association (POA)
4. CONFERENCE WITH LABOR NEGOTIATOR
(Government Code Section 54957.6(a)) - Regarding Represented Employees
City's Designated Representative(s) for Negotiations: Ricardo Reyes, City Manager
Employee Organization: Police Management Association (PMA)

RECONVENE TO OPEN SESSION

CLOSED SESSION ANNOUNCEMENT

CONSENT CALENDAR

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

OFFICE OF THE CITY CLERK

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

- 1-1. Regular City Council Meeting held December 3, 2019.

FINANCE

2. Approve Accounts Payable and Payroll Warrant(s) dated December 17, 2019.

END OF CONSENT CALENDAR

REGULAR AGENDA

COUNCIL

3. Council Appointment to the Parks and Recreation Commission

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

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

COMMUNITY DEVELOPMENT

4. Consideration and Approval of First Amendment to the Memorandum of Understanding (MOU) with the Greater Huntington Park Area Chamber of Commerce

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve first amendment to the Memorandum of Understanding (MOU) with The Greater Huntington Park Area Chamber of Commerce; and
2. Authorize City Manager or designee to execute amended MOU.

FINANCE

5. Approve the Purchase of Desktop Computers, Windows 10 Licenses, Microsoft Office 2019 Licenses, Microsoft Exchange Licenses, One Server and Related Software form Lan Wan Enterprise, Inc. to Upgrade the City's Computer System

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the purchase of one hundred thirteen desktop computers, one hundred thirty-eight Microsoft Office 2019 licenses, twenty-five Windows 10 Pro licenses, three Windows Server 2019 Standard Edition licenses, one hundred Windows CAL licenses, six VMWARE licenses, one server, one hundred Microsoft Exchange licenses for email, and the cost of labor from Lan Wan Enterprise, Inc.; and
2. Authorize the IT services of Lan Wan Enterprise, Inc. to install and implement newly purchased hardware and software; and
3. Approve a budget appropriation transfer in the amount of \$321,552 to account number 111-9010-419.74-10 General Fund Non Departmental Capital Equipment from account number 111-0210-413.56-49 City Manager's Office Community Services (\$100,000), 111-0210-413.59-15 City Manager's Office Professional Development (\$75,000) and 111-6010-451.73-10 City Wide Park Improvements Project (\$146,552); and
4. Authorize City Manager or designee to purchase the IT equipment and software.

REGULAR AGENDA (CONTINUED)
PUBLIC WORKS

6. Consideration and Approval to Award a Construction Contract for CIP 2018-08 Huntington Park Greenway Project

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve a budget appropriation transfer in the amount of \$405,098 to account number 681-8030-461.76-08 Greenway Linear Park Project from account 681-8030-461.73-10 Replacement of Water Mainlines;
2. Approve a construction contract to Marina Landscape, Inc. as the lowest responsive, responsible bidder for a not-to-exceed amount of \$3,281,475.70; and
3. Authorize City Manager or designee to execute the construction contract agreement for CIP 2018-08 Huntington Park Greenway Project.

7. Consideration and Approval to Reject the Proposal Received for Graffiti Abatement Services and Re-Advertise Request for Proposal (RFP)

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Reject the Proposal Received for Graffiti Abatement Services; and
2. Authorize the Public Works Department to re-advertise the RFP.

8. Consideration and Approval to Award a Construction Contract for CIP 2018-07 Downtown Huntington Park I-Park System Implementation Call for Projects ID# F7702

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve a budget appropriation transfer in the amount of \$106,650 to account number 222-8010-431.76-02 Downtown I-Park System Project from account number 222-8010-431.76-01 City Wide Street Improvements Project for the construction of CIP 2018-07 Downtown Huntington Park i-Park System Implementation Call for Projects ID# F7312 (Project);
2. Approve award of a construction contract to Alfaro Communications Construction, Inc. as the lowest responsive, responsible bidder for a not-to-exceed amount of \$944,572, which is based on available funding;
3. Approve a budget appropriation transfer in the amount of \$69,080 to account number 222-8010-431.76-02 Downtown I-Park System Project from account number 222-8010-431.76-01 City Wide Street Improvements Project for construction management and inspection services provided by Infrastructure Engineers; and
4. Authorize City Manager or designee to negotiate with the contractor on the not-to-exceed amount and execute the construction contract agreement.

REGULAR AGENDA (CONTINUED)

9. Consideration and Approval to Award an Agreement for the Design, Analysis and Permitting of the By-Pass System for Water Well No. 15

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve proposal and award the agreement for the design, analysis, and permitting of the by-pass system for Water Well No. 15 to Tetra Tech for a not-to-exceed amount of \$29,770 from Account No. 681-8030-461.76-07; and
2. Approve an appropriation transfer in the amount of \$29,770 to be transferred to account number 681-8030-461.76-07 from account number 681-8030-461.43-30; and
3. Authorize City Manager or designee to execute the professional services agreement.

10. Consideration and Approval of a Resolution Approving the Second Amendment to the Memorandum of Understanding (MOU) with the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (GWMA) and The City of Huntington Park

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2019-36, approving the Second Amendment to the Memorandum of Understanding with the Gateway Region Integrated Regional Water Management Joint Powers Authority for continuation of administrative and cost sharing arrangements for Municipal Separate Storm Sewer System Permit compliance; and
2. Authorize City Manager to execute the Second Amendment to the Memorandum of Understanding.

11. Consideration and Approval to Award an Agreement for Construction Management & Inspection Services for CIP 2016-01 ATP Cycle II Project ATPL-5150(012)

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve a budget appropriation transfer in the amount of \$154,000 to account number 111-8080-431.73-10 ATP Cycle II Project from account number 111-8010-431.76-01 City Wide Street Improvements Project for the construction of CIP 2016-01 ATP Cycle II Project ATPL-5150(012) "Project";
2. Award agreement to Infrastructure Engineers for construction management & inspection services in an amount not-to-exceed \$154,000; and
3. Authorize City Manager or designee to execute the professional services agreement (PSA).

REGULAR AGENDA (CONTINUED)
PUBLIC WORKS (CONTINUED)

12. Consideration and Approval to Submit a Letter of Interest to the Los Angeles Metropolitan Transportation Authority to Apply for the State Active Transportation Program Cycle V

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve staff to prepare and submit an official Letter of Interest to the Los Angeles Metropolitan Transportation Authority to receive assistance on the State Active Transportation Program Cycle V grant application; and
2. Authorize City Manager to sign the Letter of Interest.

13. Consideration and Approval to Award an Agreement for the Design of CIP 2019-07 Water Main Replacement Project – Hill Street and Cudahy Street

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve award of agreement to Infrastructure Engineers for the design of CIP 2019-07 Water Main Replacement Project – Hill Street and Cudahy Street for a not-to-exceed amount of \$299,574 from Account No. 681-8030-461.76-09; and
2. Authorize City Manager or designee to execute the agreement.

14. Consideration and Approval to Award an Agreement for the Design of CIP 2019-06 Street Enhancement Project

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Award agreement to NCE for the design of CIP 2019-06 Street Enhancement Project in an amount not-to-exceed \$148,300 from Account No. 221-8010-431.76-01; and
2. Authorize City Manager or designee to execute the agreement.

END OF REGULAR AGENDA

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS

COUNCIL COMMUNICATIONS

Council Member Graciela Ortiz

Council Member Jhonny Pineda

Council Member Marilyn Sanabria

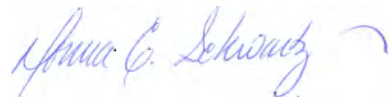
Vice Mayor Manuel “Manny” Avila

Mayor Karina Macias

ADJOURNMENT

The City of Huntington Park City Council will adjourn to a Regular Meeting on Tuesday, January 7, 2020 at 6:00 P.M.

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 13th day of December, 2019.



Donna G. Schwartz, CMC, City Clerk

Regular Meeting of the
City of Huntington Park City Council
Tuesday, December 3, 2019

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

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:02 p.m. on Tuesday, December 3, 2019, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Karina Macias presiding.

PRESENT: Council Member(s): Graciela Ortiz, Jhonny Pineda (arrived at 6:05 p.m.), Marilyn Sanabria, Vice Mayor Manuel “Manny” Avila and Mayor Karina Macias.

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

INVOCATION

The invocation was led by Mayor Macias.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Ortiz.

PUBLIC COMMENT - None.

STAFF RESPONSE - None.

City Manager Ricardo Reyes pulled regular agenda item 6.

CONSENT CALENDAR

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

ROLL CALL:

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

OFFICE OF THE CITY CLERK

1. Approved Minute(s) of the following City Council Meeting(s):
 - 1-1. Regular City Council Meeting held November 19, 2019.

FINANCE

2. Approved Accounts Payable and Payroll Warrant(s) dated December 3, 2019.

CITY ATTORNEY

3. Adopted Ordinance No. 2019-980, adding Section 4-7.1624 of Title 4, Chapter 7, Article 16 of the City of Huntington Park’s Municipal Code relating to the prohibition of parking of nuisance and oversize vehicles.

CONSENT CALENDAR (CONTINUED)

PUBLIC WORKS

4. Adopted Resolution No. 2019-34, approving the adoption of the Sewer System Management Plan (SSMP) and authorized staff to upload the adopted SSMP to the State's website.

END OF CONSENT CALENDAR

REGULAR AGENDA

FINANCE

5. **Consideration and Approval of First Amendment to Professional Services Agreement (PSA) with Ronak Desai, dba R.T. Desai & Associates for Accounting Services**

City Manager Ricardo Reyes announced the item and introduced Finance & Administrative Services Director Nita McKay who presented the staff report.

Motion: Vice Mayor Avila moved to approve First Amendment to the Professional Services Agreement between the City of Huntington Park and Ronak Desai dba R. T. Desai & Associates for Accounting Services and authorize City Manager to execute the agreement, seconded by Council Member Ortiz. Motion passed 5-0, by the following vote:

ROLL CALL:

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

COMMUNITY DEVELOPMENT

PULLED BY CITY MANAGER RICARDO REYES

6. **Consideration and Approval of First Amendment to the Memorandum of Understanding (MOU) with the Greater Huntington Park Area Chamber of Commerce**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve first amendment to the Memorandum of Understanding with The Greater Huntington Park Area Chamber of Commerce; and
2. Authorize City Manager or designee to execute amended agreement.

7. **Consideration and Approval to Enter into a Sub-Recipient Agreement with Gateway Cities Council of Governments for the West Santa Ana Branch/Eco-Rapid Transit Corridor Project**

City Manager Ricardo Reyes announced the item.

Motion: Council Member Ortiz moved to approve the Sub-Recipient Agreement with Gateway Cities Council of Governments to provide administrative support during the environmental review process for the West Santa Ana Branch/Eco-Rapid Transit Corridor project and authorized City Manager to execute the agreement and related documents, seconded by Council Member Pineda. Motion passed 5-0, by the following vote:

REGULAR AGENDA (CONTINUED)

COMMUNITY DEVELOPMENT ITEM 7 (CONTINUED)

ROLL CALL:

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

PARKS AND RECREATION

8. Consideration and Approval of a Resolution Approving the License Agreement (File No. P-101237) Between the Los Angeles Department of Water & Power and the City as part of CIP 2018-08 Huntington Park Greenway Project

City Manager Ricardo Reyes announced the item.

Motion: Council Member Ortiz moved to adopt Resolution No. 2019-35, approving the execution of the license agreement (File No. P-101237) between the Los Angeles Department of Water & Power (LADWP) and the City granting permission to utilize a portion of the linear property to construct and maintain a public linear park, which is also known as CIP 2018-08 Huntington Park Greenway Project (Project), approve appropriation of \$5,000 from Account No. 111-6010-451.76-05 as part of the Licensee's (City) annual obligation per year for an initial period of five (5) years, at which time the License Fee shall be adjusted upward five percent (5%) annually each year thereafter the initial five years for the remaining term of the agreement, adopt the final Los Angeles Department of Water & Power approved Project plans and authorize City Manager to execute the agreement, seconded by Council Member Sanabria. Motion passed 5-0, by the following vote:

ROLL CALL:

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

Council Member Ortiz thanked staff for all their hard work on the project.

POLICE

9. Consideration and Approval for Acceptance of 2019-2022 Edward Byrne Memorial Justice Assistance Grant (JAG) Funding and Appropriation of Funds for the Completion of a Technology Project for the Police Department and Youth Engagement Program

City Manager Ricardo Reyes announced the item.

Motion: Council Member Ortiz moved to authorize City Manager to accept funding provided through the Edward Byrne Memorial Justice Assistance Grant (JAG) program totaling \$29,888, designate the City Manager as the Authorized Grantee Official for the purpose of executing grant objectives and documentation and approve appropriation in the amount of \$29,888 in the City's FY 2019-20 budget for purchase of computer software for the police department and youth engagement program, seconded by Council Member Sanabria. Motion passed 5-0, by the following vote:

ROLL CALL:

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

REGULAR AGENDA (CONTINUED)

PUBLIC WORKS

10. Consideration and Approval for Acceptance of Work Completed for CIP 2018-19 Various Streets Improvement Project

City Manager Ricardo Reyes announced the item and introduced Assistant City Manager/Action Public Works Director Raul Alvarez who presented the staff report.

Motion: Council Member Ortiz moved to approve acceptance of work completed by Sully-Miller Contracting Co. (Sully-Miller) for the construction of CIP 2018-19 Various Streets Improvement Project (Project), approve contract change orders in the amount of \$197,155.54 from account number 111-8010-431.76-01, approve the withholding of \$29,194.30 from Sully-Miller's retention based on California Public Contract Code Section § 7107 subsection (c), authorize expenditures for public outreach and labor compliance services provided by Infrastructure Engineers (IE) in an amount of \$59,500, from account number 239-8010-431.76-01, authorize City Manager or designee to sign all change orders and pending Request for Services associated with the completion of this project, authorize staff to execute the "Notice of Completion" (NOC) and direct City Clerk to file the NOC with the Los Angeles County Recorder's Office and approved release of the 5% retention (minus \$29,194.30) 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, seconded by Council Member Sanabria. Motion passed 5-0, by the following vote:

ROLL CALL:

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

END OF REGULAR AGENDA

PUBLIC HEARING

CITY MANAGER

11. Consideration and Approval of Substantial Amendment Number One to the Fiscal Year (FY) 2019-20 Annual Action Plan (AAP) for Community Development Block Grant (CDBG) Funds

City Manager Ricardo Reyes presented the staff report.

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

City Manager Ricardo Reyes further explained that the programs that were reduced can potentially be funded by remaining funds from the CDBG code enforcement program.

Council Member Ortiz stated the City must be careful not to take away from the most vulnerable residents by reducing \$15,000 from the Huntington Park Homeless Services and \$15,000 from the Huntington Park Senior Programs and does not support this recommendation. Ms. Ortiz stated she does support allocating \$15,000 to the Salvation Army Southeast Communities and \$15,000 to the Huntington Parks Afterschool Programs.

PUBLIC HEARING (CONTINUED)

CITY MANAGER ITEM 11 (CONTINUED)

Motion: Council Member Ortiz moved to approve the \$15,000 allocation to the Salvation Army Southeast Communities Program and the \$15,000 to the Huntington Parks Afterschool Program but without the reductions to the Huntington Park Homeless Services and the Huntington Park Senior Programs so for staff to re-allocate funds to the Salvation Army Southeast Communities Program and the Huntington Parks Afterschool Program from the CDBG Code Enforcement Program and ensure Code Enforcement is funded through general fund, seconded by Council Member Sanabria. Motion passed 5-0, by the following vote:

ROLL CALL:

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

Council Member Pineda stated staff should be looking into other funding sources before cutting or reducing other programs.

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS – None.

COUNCIL COMMUNICATIONS

Council Member Graciela Ortiz, thanked staff and all of Parks and Recreation staff for the tree lighting event, noted that Measure S funds are being used on parks programs, residents have asked about street improvement program and one of the City's goal is to have the whole city completed by end of next fiscal year, aquatic center coming, reminded residents that the Christmas parade is Saturday, December 14th and many of the students are participating.

Council Member Jhonny Pineda, noted he was late to the tree lighting event but heard a lot of great things from the community that the event was a success, with regards to City projects he will always question everything, expenditures, that it is his job so that the residents feel confident that Council is doing the right thing for the City.

Council Member Marilyn Sanabria, reiterated the tree lighting event was a success along with the snow and ice skating, happy that the community is engaging more in the city events, looks forward to next year and wish all a good night.

Vice Mayor Manuel "Manny" Avila, thanks to all staff for the tree lighting event along with the snow and ice skating rink, participation by all, coffee with a cop program, invited all to the parade and hopes to see everyone there.

Mayor Karina Macias, thanked staff for all their support, great tree lighting event, community very happy, Measure S funds being used for many events, community deserves many projects, aquatic center, ice skating rink, snow, provides opportunities to the youth which are valuable, and hoped all enjoyed their Thanksgiving.

ADJOURNMENT

At 6:39 p.m. Mayor Macias adjourned the City of Huntington Park City Council to a Regular Meeting on Tuesday, December 17, 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 Improvmnt
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 Traffc & Safety	741	Fleet Maintenance
225	Cal Cops Fund	745	Worker's Compensation Fnd
226	Air Quality Improv Trust	746	Employee Benefit Fund
227	Offc of Criminal Justice	748	Veh & Equip Replacement
228	Bureau of Justice Fund	779	Deferred Comp. Trust Fund
229	Police Forfeiture Fund	800	Pooled Cash
231	Parking System Fund	801	Pooled Cash Fund
232	Art in Public Places Fund	802	Pooled Interest
233	Bullet Proof Vest Grant		

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
WR 12-17-19**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
ALDECUA, JOHN	4537-1194	681-0000-228.70-00	WATER DEPOSIT REFUND	20.00
				\$20.00
ALL CITY MANAGEMENT SERVICES, INC	64869	111-7022-421.56-41	CROSSING GUARD SRVCS	7,403.73
				\$7,403.73
ALVAREZ-GLASMAN & COLVIN	2019-09-18817	111-0220-411.32-70	ADMIN LEGAL SRVCS 9/2019	17,977.70
				\$17,977.70
AMERICAN EAGLE PROTECTIVE SERVICES	HP-102019-HP	111-0000-228.20-00	P&R SECURITY SRVC 10/19/19	518.40
				\$518.40
AMERICAN EXPRESS	F162327	111-0110-411.58-22	COUNCIL SUPPLIES-PINEDA	3,698.70
	G132616	111-0110-411.58-23	COUNCIL SUPPLIES-ORTIZ	654.36
	66500010	111-0110-411.66-05	COUNCIL MEETING EXPENSE	56.00
	99999999275	111-0110-411.66-05	COUNCIL MEETING EXPENSE	110.30
	10025525780	111-0210-413.59-15	CCCA CITY MANAGER'S SUMMIT	65.00
	999999992973008	111-0210-413.59-15	ADMINISTRATION SUPPLIES	2,750.95
	85347059284	111-6010-451.59-15	P&R TRAINING-C.QUINONES	5.00
	85347059284	111-6010-451.59-15	P&R TRAINING-R. RUBALCAVA	5.00
	3768077638	111-6010-466.55-50	HALLOWEEN FIRE PERMIT	340.30
	73011009283	111-6010-466.55-50	CANDY HALLOWEEN FESTIVAL	500.00
	71VOU9EOZTV	111-6010-466.55-50	P&R T-SHIRTS HALLOWEEN	314.21
	829263	111-6010-466.55-50	PD HALLOWEEN DECORATIONS	24.19
	849225	111-6010-466.55-50	CANDY HALLOWEEN FESTIVAL	84.30
	D1D5F63B2	111-6010-466.55-50	HALLOWEEN MOVIE LICENSE	403.00
	WSR0EATF0WF	111-6010-466.55-50	P&R AFTERSCHOOL SUPPLIES	144.53
	WUCW9H700X6	111-6020-451.61-35	P&R CULTURAL ART SUPPLIES	170.84
	0037653	111-6060-466.61-20	COFFEE FOR SENIOR PROGRAM	53.94
	1409281	111-7010-421.59-15	PD SLI COURSE-J. SETTLES	426.69
	283IAJ2PPI78	111-7010-421.59-15	PD DISPATCH ETHICS COURSE	103.95
	728242	111-7010-421.59-15	PD SLI COURSE SGT. VALLE	140.87
	760727	111-7010-421.59-15	PD SLI COURSE SGT. VALLE	335.84
	VLC07DUGEZ	111-7010-421.61-20	FLOWER ARRANGE OFC.KELLER	49.05
	004701370	111-7030-421.61-20	PD DETECTIVE SUPPLIES	128.64
	10025158318	225-7120-421.74-10	PD STORM TACTIC-SERT BOOK	287.00
				\$10,852.66
AMERICAN FAMILY LIFE ASSURANCE	224473	111-0000-217.50-40	CANCER INSURANCE DEDUCTION	176.97
				\$176.97
AMTECH ELEVATOR SERVICES	DVA04017C19	111-8022-419.56-41	C.HALL ELEVATOR SRV 12/19	793.74
				\$793.74
ARROYO BACKGROUND INVESTIGATIONS	2132	111-7010-421.56-41	PD POST BACKGROUND	1,100.00
				\$1,100.00
AT&T	000013933360	111-7010-421.53-10	PD DISPATCH PHONE SRVC	375.65
	10/4/19-11/3/19	111-7010-421.53-10	PD DISPATCH PHONE SRVC	576.52
	11/21-12/20/19	111-9010-419.53-10	COMMU CENTER INTERNET SRVC	68.10
	11/23-12/22/19	111-9010-419.53-10	PW YARD INTERNET SRVCS	68.10

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
AT&T	11/28-12/27/19	111-9010-419.53-10	FREEDOM PARK INTERNET SRVC	46.70
	11/28-12/27/19	111-9010-419.53-10	R. PEREZ PARK INTERNET SRVC	46.70
	12/1-12/31/19	111-9010-419.53-10	S. LAKE PARK INTERNET SRVC	58.85
				\$1,240.62
AT&T MOBILITY	10/7-10/10/19	111-5055-419.53-10	CODE ENFORCE PHONE SRVC	30.14
	993625860X11142	111-7010-421.53-10	PD WIRELESS PHONE SRVC	4,951.45
				\$4,981.59
AUGUSTO PADILLA	10/17/2019	745-9031-413.52-30	CLAIM SETTLEMENT	527.58
				\$527.58
BATTERY SYSTEMS INC	5139925	741-8060-431.43-20	CITY FLEET BATTERIES	328.21
				\$328.21
BC TRAFFIC SPECIALIST	0044592-IN	221-8012-429.61-20	TRAFFIC CONTROL ITEMS	5,729.04
				\$5,729.04
BENEFIT ADMINISTRATION CORPORATION	6028464-IN	111-2030-413.56-41	FLEX ADMINISTRATION FEES	80.00
				\$80.00
BLACK AND WHITE EMERGENCY VEHICLES	3277	741-8060-431.43-20	REPAIRS FOR PD UNIT # 975	351.63
				\$351.63
CAL PRIVATE BANK-FIT	PPE 12/4/2019	111-0000-217.20-10	FEDERAL TAX DEPOSIT	53,268.34
				\$53,268.34
CAL PRIVATE BANK-MEDICARE	PPE 12/4/2019	111-0000-217.10-10	MEDICARE TAX DEPOSIT	7,438.74
				\$7,438.74
CAL PRIVATE BANK-SIT	PPE 12/4/2019	111-0000-217.20-20	STATE TAX DEPOSIT	19,211.15
				\$19,211.15
CALIF PUBLIC EMPLOYEES RETIREMENT	PPE 11/03/2019	111-0000-217.30-10	RETIREMENT BENEFIT	37,177.84
	PPE 11/03/2019	111-0000-218.10-10	RETIREMENT BENEFIT	65,696.81
				\$102,874.65
CALIFORNIA FRAME & AXLE	57054	741-8060-431.43-20	ALIGNMENT SHUTTLE # 001	828.59
				\$828.59
CENTER FOR PUBLIC SAFETY MANAGEMENT	1724	111-0210-413.56-41	CONSULTING PROFESSIONAL SRVC	23,400.00
				\$23,400.00
CENTRAL BASIN MWD	HP-OCT19	681-8030-461.41-00	POTABLE WATER 10/2019	162,664.65
				\$162,664.65
CENTRAL FORD	346958	741-8060-431.43-20	FUEL INJECTORS UNIT # 128	79.07
				\$79.07
CHARTER COMMUNICATIONS	0511379111319	111-7010-421.53-10	PD ANNEX INTERNET SRVC	154.98
	0444795120219	111-9010-419.53-10	CITY HALL BACKUP INTERNET	1,999.00
	0511353111919	111-9010-419.53-10	C.H. INTERNET 11/19-12/18/19	389.94
				\$2,543.92
CITY OF HUNTINGTON PARK FLEXIBLE	PPE 12/4/2019	111-0000-217.30-30	MEDICAL REIMBURSEMENT 125	615.01
				\$615.01
CITY OF HUNTINGTON PARK GEA	PPE 12/4/2019	111-0000-217.60-10	GEA ASSOCIATION DUES	760.27
				\$760.27

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
CLINICAL LAB OF SAN BERNARDINO, INC	971623	681-8030-461.56-41	WATER TESTING 10/2019	282.25
				\$282.25
COLONIAL SUPPLEMENTAL INSURANCE	PPE 12/4/2019	111-0000-217.50-40	SUPPLEMENTAL INSURANCE	1,060.69
				\$1,060.69
CONCENTRA MEDICAL CENTERS	65534908	111-2030-413.56-41	PRE EMPLOYMENT PHYSICAL	655.50
	65625001	111-2030-413.56-41	PRE-EMPLOYMENT PHYSICAL	667.00
	65701771	111-2030-413.56-41	PRE-EMPLOYMENT PHYSICAL	883.50
	65785293	111-2030-413.56-41	PRE-EMPLOYMENT PHYSICAL	677.00
				\$2,883.00
CORE EUROPEAN EQUITY FUND LLC	20579-20784	681-0000-228.70-00	WATER DEPOSIT REFUND	200.00
				\$200.00
COUNTY OF L.A. DEPT OF PUBLIC WORKS	REPW19090901221	221-8014-429.56-41	T.SIGNAL MAINTENANCE 8/2019	880.74
	REPW19111202121	221-8014-429.56-41	T.SIGNAL MAINTENANCE 10/2019	472.63
				\$1,353.37
COUNTY OF LA DEPT OF PUBLIC WORKS	IN200000415	221-8014-429.56-41	T. SIGNAL MAINTENANCE 10/2019	598.94
	REPW19111202341	221-8014-429.56-41	PREPARE TIMING SHEETS	513.21
				\$1,112.15
CYNTHIA NORZAGARAY	0462	111-6020-451.61-35	P&R SUPPLIES REIMBURSEMEN	123.73
				\$123.73
DAILY JOURNAL CORPORATION	B3311530	111-1010-411.56-41	CLERK'S PUBLICATION	95.00
	B3311539	111-1010-411.56-41	CLERK'S PUBLICATION	105.00
	B3311951	111-1010-411.56-41	CLERK'S PUBLICATION	250.00
	B3312033	111-1010-411.56-41	CLERK'S PUBLICATION	245.00
	B3318466	111-1010-411.56-41	CLERK'S PUBLICATION	105.00
	B3318474	111-1010-411.56-41	CLERK'S PUBLICATION	110.00
				\$910.00
DAPEER, ROSENBLIT & LITVAK	16530	111-0220-411.32-70	PD LEGAL SRVCS 10/2019	475.20
				\$475.20
DATA TICKET INC.	107141	111-3010-415.56-41	BL CITATION PROCESS 10/2019	10.00
	106305	111-5055-419.56-41	CODE ENFORCE CITATIO 9/2019	110.00
	107070	111-7065-441.56-41	ANIMAL CONTROL PROC 10/2019	81.00
	103119	111-9010-415.56-15	PARKING CITATION PROCESS 6/2019	10,600.34
	106128	111-9010-415.56-15	PRKING CITE PROCESS 9/2019	8,348.69
	106957	111-9010-415.56-15	PRKING CITE PROCESS 10/2019	10,450.17
	99005	111-9010-415.56-15	PARKING CITATION PROCESS	21,400.97
	103119 / 99005	111-9010-419.53-10	EQUIPMENT LSE 2/19 & 6/19	1,179.36
	106128/106957	111-9010-419.53-10	EQUIPMENT LSE 9/19 & 10/19	1,164.71
				\$53,345.24

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
DATAPROSE, INC.	DP1903585	681-3022-415.53-20	WATER BILLS POSTAGE 10/2019	1,050.79
	DP1903980	681-3022-415.53-20	WATER BILLS POSTAGE 11/2019	1,339.61
	DP1903585	681-3022-415.56-41	WATER BILLS 10/2019	730.63
	DP1903980	681-3022-415.56-41	WATER BILLS 11/2019	930.95
				\$4,051.98
DAVID VALDOVINOS	74659/75325	111-6060-466.33-20	P&R CONTRACT INSTRUCTOR	112.00
				\$112.00
DE LAGE LANDEN	65850386	111-9010-419.44-10	CITY HALL COPIER LEASE 12/2019	2,092.10
				\$2,092.10
DF POLYGRAPH	2019/9	111-7010-421.56-41	PD POLYGRAPH EXAMINATIONS	175.00
				\$175.00
ELEC NOR BELCO ELECTRIC, INC	14-0347-003R	207-8016-429.73-10	SIGNAL SYNCHRO/BUS PYMT 3	58,188.52
	14-0347-004	207-8016-429.73-10	SIGNAL SYNCHRO/BUS PYMT 4	202,706.25
	14-0347-005	207-8016-429.73-10	SIGNAL SYNCHRO/BUS PYMT 5	46,791.12
	14-0347-003R	209-8010-431.73-10	SIGNAL SYNCHRO/BUS PYMT 3	50,052.57
	14-0347-005	209-8010-431.73-10	SIGNAL SYNCHRO/BUS PYMT 5	46,791.11
				\$404,529.57
EMERGENCY RESPONSE CRIME SCENE	T2019-511	111-7030-421.56-41	PD HAZ MAT CLEANING	1,000.00
				\$1,000.00
ENTERPRISE FM TRUST	FBN3831959	111-7010-421.56-41	PD VEHICLE LEASE 11/2019	97.04
	FBN3831959	226-7010-419.74-20	PD VEHICLE LEASE 11/2019	1,681.19
				\$1,778.23
ERNIE V MARTINEZ	1122195083	741-8060-431.15-20	TOOL REIMBURSEMENT 19/20	400.00
				\$400.00
ESTEFANIA ZAMORA	11/27/2019	111-1010-411.31-10	CLERK MILES REIMBURSEMENT	13.46
				\$13.46
ESTELA RAMIREZ	75168/75305	111-6060-466.33-20	P&R CONTRACT INSTRUCTOR	184.80
				\$184.80
EXPRESS TRANSPORTATION SERVICES LLC	HPE11302019	111-0000-362.20-15	PROPERTY LEASE 11/2019	-2,000.00
	HPE11302019	111-0000-362.20-15	VEHICLE LEASE 11/2019	-500.00
	HPE11302019	219-0000-340.30-00	FAREBOX COLLECTION 11/2019	-4,483.00
	HPE11302019	219-8085-431.56-43	HP EXPRESS-NOV 2019	29,004.00
	DAR12012019	219-8085-431.56-45	HP DIAL A RIDE 12/2019	59,620.00
	HPE11302019	220-8085-431.56-43	HP EXPRESS-NOV 2019	29,004.00
	HPE11302019	222-8010-431.56-43	HP EXPRESS-NOV 2019	29,004.00
				\$139,649.00
F&A FEDERAL CREDIT UNION	PPE 12/4/2019	111-0000-217.60-40	EMPLOYEE DEDUCTION	9,875.50
				\$9,875.50
FAIR HOUSING FOUNDATION	NOVEMBER 2019	239-0272-463.57-87	HOUSING COUNSELING 11/2019	777.54
				\$777.54
FIRST CHOICE SERVICES	663893	111-9010-419.61-20	CITYWIDE COFFEE SUPPLIES	119.97
				\$119.97

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
FIRSTMED AMBULANCE	16714	111-0000-228.70-00	BUSINESS LICENSE REFUND	40.00
				\$40.00
FM THOMAS AIR CONDITIONING INC	40568	111-8024-421.43-10	PD AC SERVICE CALL	1,551.47
				\$1,551.47
GLOBALSTAR USA	100000010813396	111-7010-421.53-10	PD PHONE SERVICE	87.43
				\$87.43
HASA, INC.	663533	681-8030-461.41-00	HYPO SODIUM CHLORIDE11/2019	153.67
	663534	681-8030-461.41-00	HYPO SODIUM CHLORIDE11/2019	223.46
	664295	681-8030-461.41-00	HYPO SODIUM CHLORIDE11/2019	162.21
	664296	681-8030-461.41-00	HYPO SODIUM CHLORIDE11/2019	227.09
	664870	681-8030-461.41-00	HYPO SODIUM CHLORIDE11/2019	196.36
	664871	681-8030-461.41-00	HYPO SODIUM CHLORIDE11/2019	239.05
				\$1,201.84
HECTOR G. MORENO LOREDO	74961/75316	111-6060-466.33-20	P&R CONTRACT INSTRUCTOR	729.60
				\$729.60
HINDERLITER DE LLAMAS & ASSOCIATES	0032629-IN	111-9010-419.56-41	CONTRACT SRVCS SALES TAX	2,463.87
				\$2,463.87
HUNTINGTON PARK POLICE MGMT ASSN.	PPE 12/4/2019	111-0000-217.60-10	PMA ASSOCIATION DUES	150.00
				\$150.00
HUNTINGTON PARK POLICE OFFICER ASSN	PPE 12/4/2019	111-0000-217.60-10	POA ASSOCIATION DUES	7,060.64
				\$7,060.64
IBE DIGITAL	427583	111-9010-419.44-10	CITY CLERK'S TONER	17.25
				\$17.25
IDENTITY AUTOMATION, LP	INV-03618	111-7010-421.56-41	PD RENEWAL 10/22-10/21/20	1,343.00
				\$1,343.00
INFRAMARK LLC	46668	283-8040-432.56-41	SEWER UTILITY MAINT 12/2019	12,935.80
	46668	681-8030-461.56-41	WATER UTILITY MAINT 12/2019	99,718.31
	46813	681-8030-461.73-10	EMERGENCY REPAIR 8" METER	12,618.35
				\$125,272.46
INFRASTRUCTURE ENGINEERS	24534	111-5010-419.56-49	BUILDNG SAFETY SRVCS 9/2019	42,232.50
	24631R	111-5010-419.56-49	BUILDNG SAFETY SRVCS 10/2019	43,982.50
	24697	111-5010-419.56-49	BUILDNG SAFETY SRV 11/2019	31,556.00
	24716	111-5010-419.56-49	B&S SRVC-6401 MAYWOOD	1,980.00
	24701	111-8080-431.56-62	ENGINEERING SRVCS 11/2019	19,963.42
	24657	207-8016-429.73-10	SYNCHRO/BUS IMPROV 11/2019	3,150.00
	24701	221-8010-431.56-41	ENGINEERING SRVCS 11/2019	19,963.42
	24701	222-8080-431.56-41	ENGINEERING SRVCS 11/2019	4,166.66
	24677	283-8040-432.56-41	RECERTIFICATION 2005 SEWER	317.20
				\$167,311.70
INTOXIMETERS INC	643295	111-7022-421.61-29	PD TRAFFIC SENSOR REPAIR	141.81
				\$141.81

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ITRON, INC.	537841	681-3022-415.56-41	MRVRS SOFTWARE 12/1-2/29/20	711.72
				\$711.72
J316 BUILDER	163	111-7024-421.56-41	JANITORIAL SRVCS 11/2019	3,700.84
	164	111-7024-421.56-41	JANITORIAL SUPPLIES 11/2019	2,607.54
	163	111-8020-431.56-41	JANITORIAL SRVCS 11/2019	1,400.56
	164	111-8020-431.56-41	JANITORIAL SUPPLIES 11/2019	419.07
	163	111-8022-419.56-41	JANITORIAL SRVCS 11/2019	4,344.72
	164	111-8022-419.56-41	JANITORIAL SUPPLIES 11/2019	931.27
	163	111-8023-451.56-41	JANITORIAL SRVCS 11/2019	11,473.09
	164	111-8023-451.56-41	JANITORIAL SUPPLIES 11/2019	698.45
				\$25,575.54
JCL TRAFFIC	102689	221-8012-429.61-20	STOP SIGNS FOR TROLLEY	705.29
	102874	221-8012-429.61-20	SHUTTLE EXPRESS STOP SIGNS	130.03
	102890	221-8012-429.61-20	PW BLACK TRAFFIC PAINT	471.46
				\$1,306.78
JERRY'S AUTO BODY, INC.	31689	741-8060-431.43-20	REPAIR & PAINT UNIT # 902	321.04
				\$321.04
JIMENEZ'S BRAKES & ALIGNMENTS INC	47526	741-8060-431.43-20	FRONTED ALIGNMENT # 915	55.00
				\$55.00
KLIMT CONSULTING, LLC	19-02	239-0260-463.56-41	ADMIN SRVCS CDBG 8/2019	19,722.50
	19-03	239-0260-463.56-41	ADMIN SRVCS CDBG 9/2019	22,126.25
	19-02	242-0260-463.56-41	ADMIN SRVCS HOME 8/2019	3,192.50
	19-03	242-0260-463.56-41	ADMIN SRVCS HOME 9/2019	3,912.50
				\$48,953.75
KONICA MINOLTA BUSINESS SOLUTIONS	262219390	111-7010-421.44-10	PD PATROL COPIER LEASE 10/2019	210.44
	262219963	111-7010-421.44-10	PD ANNEX COPIER LEASE 10/2019	66.64
	262219574	111-7022-421.56-41	PD JAIL COPIER LEASE 10/2019	139.36
	262219675	111-7022-421.56-41	PD ADMIN COPIER LEASE 10/2019	210.44
	262219952	111-7030-421.44-10	PD DETECTIVE COPIER LEASE 10/2019	298.91
	262219680	111-7040-421.44-10	PD RECORDS COPIER LEASE 10/2019	298.91
	262220048	111-7040-421.44-10	PD RECORDS COPIER LEASE 10/2019	379.63
				\$1,604.33
LACMTA	104747	219-8085-431.58-50	METRO TAP CARDS 10/2019	6,160.00
				\$6,160.00
LAN WAN ENTERPRISE, INC	65060	111-7010-419.43-15	IT SERVICES 12/2019	21,687.50
	65060	111-9010-419.43-15	IT SERVICES 12/2019	21,687.50
				\$43,375.00

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LIBERTY PAPER	304065	111-0110-411.61-20	40 CASES CITYWIDE PAPER	59.80
	304065	111-0210-413.61-20	40 CASES CITYWIDE PAPER	59.80
	304065	111-1010-411.61-20	40 CASES CITYWIDE PAPER	59.80
	304065	111-2030-413.61-20	40 CASES CITYWIDE PAPER	48.29
	304065	111-3010-415.61-20	40 CASES CITYWIDE PAPER	220.60
	304065	111-5010-419.61-20	40 CASES CITYWIDE PAPER	59.80
	304065	111-6010-451.61-20	40 CASES CITYWIDE PAPER	91.99
	304065	111-7010-421.61-20	40 CASES CITYWIDE PAPER	735.92
	304065	111-8020-431.61-20	40 CASES CITYWIDE PAPER	34.50
				\$1,370.50
LOS ANGELES TIMES	10002064114	121-7040-421.56-14	PD NEWSPAPER SUBSCRIPTION	75.07
				\$75.07
LYNBERG & WATKINS APC	53088	745-9031-413.32-70	CLERK'S LEGAL SRVCS	5,212.00
	53352	745-9031-413.32-70	CLERK'S LEGAL SRVCS	1,883.00
	53353	745-9031-413.32-70	CLERK'S LEGAL SRVCS	1,585.95
	53354	745-9031-413.32-70	CLERK'S LEGAL SRVCS	9,359.90
				\$18,040.85
MANUEL PRIETO	75277/75287	111-6060-466.33-20	P&R CONTRACT INSTRUCTOR	91.20
				\$91.20
MICKEY COHEN MOTORS	63	741-8060-431.43-20	PD MOTORCYCLE SRVC	272.97
				\$272.97
MONTANOS TEST ONLY	28394	741-8060-431.43-20	SMOG CHECK UNIT # 972	33.00
	28395	741-8060-431.43-20	SMOG CHECK UNIT # 958	41.25
	28396	741-8060-431.43-20	SMOG CHECK UNIT # 982	33.00
	28406	741-8060-431.43-20	SMOG CHECK UNIT # 956	33.00
	28417	741-8060-431.43-20	SMOG CHECK UNIT # 984	33.00
	28419	741-8060-431.43-20	SMOG CHECK UNIT # 279	33.00
	28421	741-8060-431.43-20	SMOG CHECK UNIT # 102	33.00
	28424	741-8060-431.43-20	SMOG CHECK UNIT # 960	33.00
	28426	741-8060-431.43-20	SMOG CHECK UNIT # 272	33.00
	28469	741-8060-431.43-20	SMOG CHECK UNIT # 904	33.00
	28481	741-8060-431.43-20	SMOG CHECK UNIT # 971	33.00
	28487	741-8060-431.43-20	SMOG CHECK UNIT # 902	33.00
	28489	741-8060-431.43-20	SMOG CHECK UNIT # 218	33.00
	28490	741-8060-431.43-20	SMOG CHECK UNIT # 963	33.00
	28491	741-8060-431.43-20	SMOG CHECK UNIT # 277	33.00
	28525	741-8060-431.43-20	SMOG CHECK UNIT # 979	33.00
				\$536.25
MOTOROLA SOLUTIONS, INC	28287	111-7010-421.74-10	ANNUAL PYMT MOTOROLA APX	117,166.80
	28287	225-7022-421.74-10	ANNUAL PYMT MOTOROLA APX	117,166.81
				\$234,333.61

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MYERS AND SONS HI-WAY SAFETY, INC	96011	221-8012-429.61-20	PW NO PARKING SIGNS	1,964.06
	96192	221-8012-429.61-20	PW STOP SIGNS	891.04
				\$2,855.10
NATION WIDE RETIREMENT SOLUTIONS	PPE 12/4/2019	111-0000-217.40-10	EMPLOYEE DEFERRED COMP	15,790.00
				\$15,790.00
NCM AUTOMOTIVE SOLUTIONS LLC	OCT-2019	741-8060-431.43-20	PD VEHICLE CAR WASH SRVC	467.50
				\$467.50
O'REILLY AUTO PARTS	2959-143995	741-8060-431.43-20	WATER PUMP, BRAKE UNIT # 913	645.94
	2959-144000	741-8060-431.43-20	SPARK PLUG UNIT # 918	93.61
	2959-145839	741-8060-431.43-20	WATER PUMP UNIT # 882	50.91
	2959-145851	741-8060-431.43-20	BRAKE ROTOR UNIT # 912	184.73
	2959-146563	741-8060-431.43-20	BRAKE ROTOR UNIT # 912	132.94
	2959-148437	741-8060-431.43-20	STARTER FOR UNIT # 271	193.97
	2959-150425	741-8060-431.43-20	AC COMPRESSOR UNIT # 904	399.02
				\$1,701.12
OK PRINTING DESIGN & DIGITAL PRINT	1525	111-7040-421.61-33	PD EVIDENCE TAGS	901.00
	1519	221-8012-429.61-20	PW TEMP NO PARKING SIGNS	1,016.03
				\$1,917.03
OLIVAREZ MADRUGA, LLP	8561	745-9031-413.32-70	LEGAL SRVCS- HP TOW 9/2019	16,051.75
	8851	745-9031-413.32-70	LEGAL SRVCS- HP TOW 10/2019	7,633.15
				\$23,684.90
PACIFIC PRODUCTS & SERVICES LLC	25954	221-8012-429.61-20	SIGN SUPPLIES	2,711.82
				\$2,711.82
PARS	44185	111-9010-419.56-41	PARS ARS FEES 9/2019	403.38
	44107	216-3010-415.56-41	PARS REP FEES 9/2019	2,388.10
				\$2,791.48
PITNEY BOWES	3103563196	111-7040-421.44-10	PD MAILING LEASE 9/30-12/29/19	541.92
				\$541.92
PITNEY BOWES INC.	3103560387	111-9010-419.44-10	CLERK MAILING 9/30-12/29/19	834.57
				\$834.57
PRIME STRATEGIES CALIFORNIA, LLC	000023	111-9010-419.56-41	ADM CONSULTING SRVC 10/2019	10,000.00
				\$10,000.00
PURCHASE POWER	11/14/2019	111-9010-419.53-20	CITYWIDE POSTAGE FEES	3,131.00
				\$3,131.00
RAMCAST ORNAMENTAL SUPPLY CO, INC.	0755603-IN	111-8020-431.43-10	PW 10 GATE TRASNMITTERS	214.99
				\$214.99
REGENT ARMS	3797	111-0000-228.70-00	BUSINESS LICENSE REFUND	15.50
				\$15.50
SAN BERNARDINO COUNTY SHERIFF DEPT	11/07/2019	111-7010-421.59-30	PD COMMU OPERATOR TRAINING	100.00
				\$100.00
SARA CISNEROS	247299	111-6010-466.55-50	HALLOWEEN REIMBURSEMENT	10.00
				\$10.00

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
WR 12-17-19**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
SATURN PLAZA LLC	18047-21344	681-0000-228.70-00	WATER DEPOSIT REFUND	200.00
				\$200.00
SC FUELS	1515116-IN	741-8060-431.62-30	FUEL CITYWIDE GENERATORS	402.97
	1515119-IN	741-8060-431.62-30	FUEL CITYWIDE GENERATORS	359.84
	1515123-IN	741-8060-431.62-30	FUEL CITYWIDE GENERATORS	97.34
	1515132-IN	741-8060-431.62-30	FUEL CITYWIDE GENERATORS	282.30
				\$1,142.45
SFG RETIREMENT PLAN CONSULTING, LLC	216	111-0210-413.56-41	MAY 2019 ADVISORY FEE	1,000.00
	231	111-0210-413.56-41	JUNE 2019 ADVISORY FEE	1,000.00
	251	111-0210-413.56-41	AUGUST 2019 ADVISORY FEE	1,000.00
				\$3,000.00
SMART & FINAL	030090	111-0110-411.66-05	COUNCIL MEETING SUPPLIES	1.31
	42592	111-0110-411.66-05	COUNCIL MEETING SUPPLIES	34.95
	039860	111-0210-413.61-20	HOLIDAY PARADE SUPPLIES	20.74
	039860	111-0240-466.55-42	HOLIDAY PARADE SUPPLIES	13.99
	3192200020425	111-7010-421.61-20	PD MEETING/EVENT SUPPLIES	22.58
	3192200032351	111-7010-421.61-20	PD MEETING/EVENT SUPPLIES	74.42
	3192200051708	111-7010-421.61-20	PD MEETING/EVENT SUPPLIES	43.98
				\$211.97
SOUTHERN CALIFORNIA EDISON	11/4/19-12/5/19	111-8010-415.62-10	VARIOUS SRVC ACCTS	438.44
	10/17-11/18/19	111-8020-431.62-10	6900 BISSELL SRVC ACCTS	1,144.98
	10/4-11/21/19	111-8022-419.62-10	VARIOUS SRVC ACCTS	1,475.63
	9/27-11/27/19	111-8022-419.62-10	VARIOUS SRVC ACCTS	1,273.47
	9/27-11/27/19	111-8023-451.62-10	VARIOUS SRVC ACCTS	5,121.67
	10/4/19-11/5/19	221-8014-429.62-10	T. SIGNALS VARIOUS ACCTS	3,023.86
	11/5/19-12/6/19	221-8014-429.62-10	T. SIGNAL 55TH/PACIFIC BLVD	44.87
	10/25-11/25/19	535-8016-431.62-10	3220 OLIVE STREET SRVC	36.84
	11/4-12/5/19	535-8016-431.62-10	6621 WILSON AVE SRVC	52.59
	9/27-11/7/19	681-8030-461.62-20	VARIOUS SRVC ACCTS	5,310.89
				\$17,923.24
SPARKLETTS	15142085120519	111-0110-411.66-05	COUNCIL DRINKING WATER	83.15
	15142085120519	111-0210-413.61-20	ADMIN DRINKING WATER	83.15
	15142085120519	111-1010-411.61-20	CLERK'S DRINKING WATER	17.04
	15142085120519	111-2030-413.61-20	HR DRINKING WATER	29.12
	15142085120519	111-3010-415.61-20	FINANCE DRINKING WATER	32.02
	15142085120519	111-5010-419.61-20	COMU DEV DRINKING WATER	33.14
	15142085120519	111-5055-419.61-20	CODE ENFORCEMENT WATER	33.15
	15142085120519	111-6010-451.61-20	P&R DRINKING WATER	73.95
	19438227112019	111-7010-421.56-41	PD WATER SERVICE	306.11
	15142085120519	111-8020-431.61-20	PW ADMIN DRINKING WATER	85.45
	15142085120519	111-8080-431.61-20	PW ENGIN DRINKING WATER	33.14
				\$809.42

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
WR 12-17-19**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
ST. NICK'S	1829	232-6010-419.56-41	CITY HALL HOLIDAY DECORATIONS	12,325.00
				\$12,325.00
STACY MEDICAL CENTER	3160-35051	111-7022-421.56-15	PRE-BOOKING EXAM & CUST	2,793.70
				\$2,793.70
SUNSHINE POS, LLC	71754	111-8010-415.61-20	PAPER PARKING FOR PAYSTATIONS	993.18
				\$993.18
SUPERION, LLC	257754	111-9010-419.33-10	CLICKGOV3 TRANSACTION MANAGER	165.38
	257470	111-9010-419.43-15	FINANCIAL SYSTEMS 12/2019	11,863.13
				\$12,028.51
T2 SYSTEMS CANADA INC.	IRIS0000063828	111-8010-415.56-41	PAY STATION SOFTWARE 12/2019	2,250.00
				\$2,250.00
THE MOBILITY SPECIALISTS, INC	117736	111-8010-431.74-10	ADA LIFTS FOR TROLLEY	14,625.00
				\$14,625.00
THE PUN GROUP, LLP	111936	111-3010-415.32-40	AUDIT SRVC YR END 6/30/18	15,390.00
				\$15,390.00
TOWN HALL STREAMS	10474	111-1010-411.56-41	COUNCIL STREAMING 12/2019	300.00
				\$300.00
TRANSTECH ENGINEERS, INC.	20192592	111-8080-431.76-03	HP ZOE TRENCH/PAVEMENT	9,000.00
				\$9,000.00
U.S. BANK	PPE 12/4/2019	111-0000-217.30-20	EMPLOYEE PARS DEDUCTION	1,700.04
	PPE 12/4/2019	111-0000-217.30-20	PART-TIME EMPLOYEE DEDUCTION	1,999.46
	PPE 12/4/2019	111-0000-218.10-05	EMPLOYER CONTRIBUTION	10,869.27
	PPE 12/4/2019	111-0000-218.10-05	EXCESS PARS DEDUCTION	3,275.00
				\$17,843.77
VALLEY ALARM	916165	111-8020-431.56-41	ALARM SRVCS 12/2019	665.26
	916165	111-8022-419.56-41	ALARM SRVCS 12/2019	665.37
	916165	111-8023-451.56-41	ALARM SRVCS 12/2019	715.32
				\$2,045.95
VAN IWAARDEN ASSOCIATES	11/07/2019	217-9010-413.56-41	ACTUARIAL SRVCS FY 19	3,700.00
				\$3,700.00
VERIZON WIRELESS	9842316884	111-0110-411.53-10	COUNCIL CELL 10/17-11/16/19	301.55
	9842316884	111-0210-413.53-10	ADMIN CELL 10/17-11/16/19	184.93
	9842316884	111-2030-413.53-10	HR CELL 10/17-11/16/19	58.31
	9842316884	111-3010-415.53-10	FINANCE CELL 10/17-11/16/19	68.31
	9842316884	111-6010-419.53-10	P&R CELL MONITOR 10/17-11/16/19	214.35
	9843302364	111-6010-451.56-41	PARKS CARD 11/1-12/1/19	38.01
	9843302364	111-8010-431.53-10	PW CELL 11/1-12/1/19	707.46
	9843302364	111-8020-431.61-20	PW CELL 11/1-12/1/19	117.90
	9843302364	681-8030-461.53-10	PARKS CARD 11/1-12/1/19	114.03
				\$1,804.85

CITY OF HUNTINGTON PARK

DEMAND REGISTER

WR 12-17-19

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
VICTOR GARCIA	10/23/2019	745-9031-413.52-30	CLAIM SETTLEMENT	600.00
				\$600.00
VICTOR SMOG TEST CENTER	46422	741-8060-431.43-20	CITY FLEET SMOG CHECK	45.00
				\$45.00
WEST GOVERNMENT SERVICES	841247004	111-7030-421.56-41	INVESTIGATION/ONLINE SRVC 10/19	648.96
	841334275	111-7030-421.56-41	PD LIBRARY CHARGE 10/5-11/4/19	62.52
				\$711.48
XEROX CORPORATION	098850472	111-8020-431.43-05	PW COPIER SRVC 10/21-11/21/19	89.84
	098850472	285-8050-432.43-05	PW COPIER SRVC 10/21-11/21/20	89.83
	098850472	681-8030-461.43-05	PW COPIER SRVC 10/21-11/21/21	89.83
				\$269.50
YARY PHOTOGRAPHY	10012	111-7010-421.61-20	PD DEPT. PHOTOS	428.00
				\$428.00
ZAP MANUFACTURING INC	3118	221-8012-429.61-20	CLEANING/REFURBISH SIGN	1,264.76
				\$1,264.76
				\$1,930,898.43



CITY OF HUNTINGTON PARK

City Clerk's Office
City Council Agenda Report

December 17, 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 THE PARKS AND RECREATION COMMISSION

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Make appointment to the Parks 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 Commissions will be required to submit to a LiveScan and subsequently take an Oath of Office.

FISCAL IMPACT

There is no fiscal impact. Compensation for the Parks and Recreation Commission is \$75 a month per Commissioner, which has been budgeted for FY 2019-2020 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 THE PARKS AND RECREATION COMMISSIONS

December 17, 2019

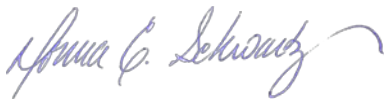
Page 2 of 2

Respectfully submitted,

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

RICARDO REYES

City Manager

A handwritten signature in blue ink, appearing to read 'Donna G. Schwartz', with a stylized 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”

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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
appointment is made within sixty (60) days of assuming office, or from the adoption of
this Resolution, or from a vacancy occurring for said Commission position, the Mayor
shall appoint a member to the vacant seat.

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

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

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

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

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

22 **SECTION 6: Vacancy.**

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

25 **SECTION 7: Quorum.**

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

1 **SECTION 8: Purpose.**

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

5 **SECTION 9: Organization.**

6 Annually in the month of March, the Commission shall elect one of its members
7 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.

8 **SECTION 10: Meetings.**

9 Regular meetings of the Commission shall be as set by each Commission. The
10 place of such meetings shall be at City Hall unless otherwise designated by the City
11 Council or approved by a majority of the total membership of the Commission. When
12 the day for such regular meetings falls on a legal holiday, the meeting shall not be
13 held on such holiday, but shall be held at the same hour on the next succeeding day
14 thereafter which is not a holiday. All meetings of the Commission shall be open and
15 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.

16 **SECTION 11: Termination of Commission.**

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

19 **SECTION 12: Compensation.**

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

22 **SECTION 13: Commission Handbook.**

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

25 **SECTION 14:**

26 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

CERTIFICATION

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

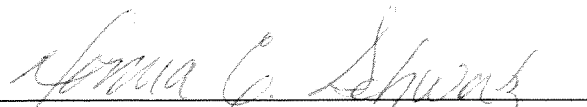
I, Donna G. Schwartz, City Clerk of the City of Huntington Park, California, do hereby certify that the foregoing Resolution No. 2015-19 was duly passed and adopted by the City Council of the City of Huntington Park at a regular meeting of the City Council held on the 18th day of May, 2015, by the following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

Community Development
City Council Agenda Report

December 17, 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 FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING (MOU) WITH THE GREATER HUNTINGTON PARK AREA CHAMBER OF COMMERCE

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve first amendment to the Memorandum of Understanding (MOU) with The Greater Huntington Park Area Chamber of Commerce; and
2. Authorize City Manager or designee to execute amended MOU.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City of Huntington Park (City) has, and continues to have a longstanding partnership with The Greater Huntington Park Area Chamber of Commerce (Chamber) to promote economic growth and development within the City. This goal is achieved in part through the support by the City for events hosted by the Chamber that directly benefit residents and businesses. In this spirit, the City approved a Memorandum of Understanding (MOU) during its August 6, 2019 meetings and now is requesting the City Council to approve an amendment to clarify and outline requirements and expectations for the Chamber for future events.

The proposed first amendment to the MOU (Attachment A) incorporates the following:

- 1) Defines and confirms the Huntington Park Municipal Code as the guiding regulatory document when the MOU is silent and confirms the Chamber of Commerce responsible to comply with extra jurisdictional requirements.
- 2) Limits applicability of the MOU to the Primavera Carnival and Sabor de Mexico Events.

**CONSIDERATION AND APPROVAL OF FIRST AMENDMENT TO THE
MEMORANDUM OF UNDERSTANDING (MOU) WITH THE GREATER HUNTINGTON
PARK AREA CHAMBER OF COMMERCE**

December 17, 2019

Page 2 of 2

FISCAL IMPACT/FINANCING

There is no fiscal impact to the City's General Fund incurred with the approval of this MOU.

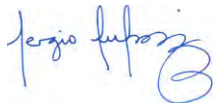
CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



SERGIO INFANZON
Director of Community Development

ATTACHMENT(S)

A. DRAFT First Amendment to the Memorandum of Understanding (MOU).

ATTACHMENT “A”



FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF HUNTINGTON PARK AND GREATER HUNTINGTON PARK CHAMBER OF COMMERCE TO FACILITATE THE PAYMENT FOR SERVICES PERFORMED

THIS FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF HUNTINGTON PARK AND GREATER HUNTINGTON PARK CHAMBER OF COMMERCE TO FACILITATE THE PAYMENT FOR SERVICES PERFORMED ("First Amendment") is made as of [Insert Date] by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("City") and GREATER HUNTINGTON PARK CHAMBER OF COMMERCE (hereinafter, "Chamber"). For the purposes of this First Amendment, City and Chamber may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to City or Chamber interchangeably. Based on and in consideration of the mutual promises set forth below, the parties agree as follows:

RECITALS

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

WHEREAS, the PARTIES entered into a memorandum of understanding to memorialize their mutual understanding and obligations with respect to the payment for past services and provision of future services by City, and Chamber's receipt of the same during Chamber events held within the City:

WHEREAS, on or about [Enter Date of Council Approval of MOU], the Parties executed and entered into that certain memorandum of understanding titled, MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF HUNTINGTON PARK AND GREATER HUNTINGTON PARK CHAMBER OF COMMERCE TO FACILITATE THE PAYMENT FOR SERVICES PERFORMED ("Master MOU") which is attached hereto as Exhibit "A";

WHEREAS, The Parties desire to confirm the terms of the Huntington Park Municipal Code shall apply to all other Chamber events and to items that are not specifically addressed in the Master MOU.

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

1. Section 7 of the Master MOU entitled COMPENSATION FOR FUTURE

SERVICES, shall be amended and replaced in its entirety to read as follows:

“COMPENSATION FOR FUTURE SERVICES – City shall provide the services contained in the SCOPE OF SERVICES at the following charge to the Chamber:

A. Police Services.

i. For each Carnaval Primavera and Sabor de Mexico Lindo Downtown event in which the City provides Police Services for the Chamber between the Effective Date and the date of this MOU's second anniversary, the Chamber shall pay the City a separate charge for each event of Twenty Thousand Dollars (\$20,000).

ii. For each Carnaval Primavera and Sabor de Mexico Lindo Downtown event in which the City provides Police Services for the Chamber between the date of the second anniversary and third anniversary of this MOU, the Chamber shall pay the City a separate charge for each event of Twenty-One Thousand Dollars (\$21,000).

B. Public Works Services.

i. For each Carnaval Primavera and Sabor de Mexico Lindo Downtown event in which the City provides Public Works Services for the Chamber between the Effective Date and the date of this MOU's second anniversary, the Chamber shall pay the City a separate charge for each event of Three Thousand Five Hundred Dollars (\$3,500).

ii. For each Carnaval Primavera and Sabor de Mexico Lindo Downtown event in which the City provides Public Works Services for the Chamber between the date of the second anniversary and third anniversary of this MOU, the Chamber shall pay the City a separate charge for each event of Three Thousand Six Hundred Seventy Five Dollars (\$3,675).

C. City shall provide Chamber an invoice in writing for the services provided in accordance with this MOU within thirty (30) days of the event, unless some fees are due in advance of the event. Chamber shall provide payment to the City in full for the services provided within thirty (30) days of receipt of the invoice. However, all fees due in advance, such as Building and Safety fees, Planning Department Application Fees, Finance Department Business Licensing Fees, and Public Works Department Water Meter Fees must be paid by the invoice's stated due date.

D. Chamber agrees and understands that failure to provide payment in full within the timeframe described in this Section shall cause all outstanding debts to become due immediately. At such time, Chamber shall provide payment of all

outstanding debts to the City within thirty (30) days. Failure to provide payment within this period shall be grounds for termination of this MOU.

E. The terms of this MOU shall only apply to Carnival Primavera and Sabor de Mexico Lindo Downtown events. All other Chamber events shall be subject to and governed by the terms of the City's Municipal Code.

2. Section 10 of the Master MOU entitled COMPLIANCE WITH APPLICABLE LAW, shall be amended and replaced in its entirety to read as follows:

“COMPLIANCE WITH APPLICABLE LAW – Chamber agrees to comply fully with all applicable federal, state, and local laws, regulations, and permits in carrying out the purposes and activities contemplated by this MOU. **If this MOU does not address a specific issue, the terms of the City's municipal code shall apply.**”

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

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

CITY OF HUNTINGTON PARK:

By: _____
Ricardo Reyes
City Manager

ATTEST:

Donna G. Schwartz, CMC, City Clerk

**GREATER HUNTINGTON PARK
CHAMBER OF COMMERCE:**

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____



CITY OF HUNTINGTON PARK

Finance Department
City Council Agenda Report

December 17, 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 THE PURCHASE OF DESKTOP COMPUTERS, WINDOWS 10 LICENSES, MICROSOFT OFFICE 2019 LICENSES, MICROSOFT EXCHANGE LICENSES, ONE SERVER AND RELATED SOFTWARE FROM LAN WAN ENTERPRISE, INC. TO UPGRADE THE CITY'S COMPUTER SYSTEM

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the purchase of one hundred thirteen desktop computers, one hundred thirty-eight Microsoft Office 2019 licenses, twenty-five Windows 10 Pro licenses, three Windows Server 2019 Standard Edition licenses, one hundred Windows CAL licenses, six VMWARE licenses, one server, one hundred Microsoft Exchange licenses for email, and the cost of labor from Lan Wan Enterprise, Inc.; and
2. Authorize the IT services of Lan Wan Enterprise, Inc. to install and implement newly purchased hardware and software; and
3. Approve a budget appropriation transfer in the amount of \$321,552 to account number 111-9010-419.74-10 General Fund Non Departmental Capital Equipment from account number 111-0210-413.56-49 City Manager's Office Community Services (\$100,000), 111-0210-413.59-15 City Manager's Office Professional Development (\$75,000) and 111-6010-451.73-10 City Wide Park Improvements Project (\$146,552); and
4. Authorize City Manager or designee to purchase the IT equipment and software listed above.

APPROVE THE PURCHASE OF DESKTOP COMPUTERS, WINDOWS 10 LICENSES, MICROSOFT OFFICE 2019 LICENSES, MICROSOFT EXCHANGE LICENSES, ONE SERVER AND RELATED SOFTWARE FROM LAN WAN ENTERPRISE, INC. TO UPGRADE THE CITY'S COMPUTER SYSTEM

December 17, 2019

Page 2 of 3

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Currently, the City's computer system, including City Hall, Parks & Recreation facilities, Public Works Yard and the Police Department, is comprised of various, outdated HP Compaq desktops and Microsoft software platforms that are more than seven years old.

The current software platform (Windows 7 Pro 64-bit) on the City's current computer systems is over ten years old and will be facing end-of-life support by Microsoft on January 14, 2020. With Microsoft no longer supporting Windows 7, all computers will be vulnerable to cyber and ransomware attacks and not compatible with newer software. Microsoft will also be terminating support for Microsoft Office 2010/2013, which is essential software for utilizing programs such as Excel and Word, and for Exchange Server 2010, the City's current email system. Lack of support and security patches from Microsoft for Exchange will result in cyber susceptibilities and business operation disruptions.

The City's IT consultant, Lan Wan Enterprise, Inc., recommends the purchase of 113 HP desktop computers equipped with the latest version of Windows (Windows 10 Pro 64-bit) to replace all outdated computers within the City's facilities. Microsoft's end of support also requires the purchase of 138 Microsoft Office 2019 Standard edition licenses and 100 Microsoft Exchange licenses to replace the current unsupported Microsoft Office software. In addition to the computers within the Police Station, there are 25 patrol vehicles with Mobile Device Computers (MDC). These MDCs are newer than the desktop computers and require an upgrade from Windows 7 to Windows 10 (25 Windows 10 Pro licenses).

Additionally, the City's server that houses Microsoft Exchange, Document Management System and provides backup to the City's network drives has begun to fail and is in need of replacement.

Lan Wan Enterprise, Inc. researched the cost of the necessary hardware and software and has provided the attached competitive quotes.

FISCAL IMPACT

Staff's recommendation is to purchase the above listed hardware, software and labor from Lan Wan Enterprise, Inc. for a not-to-exceed amount of \$321,552 and appropriate funding from Account No. 111-9010-419.74-10 General Fund Non Departmental Capital Equipment. There is no fiscal impact to community services.

APPROVE THE PURCHASE OF DESKTOP COMPUTERS, WINDOWS 10 LICENSES, MICROSOFT OFFICE 2019 LICENSES, MICROSOFT EXCHANGE LICENSES, ONE SERVER AND RELATED SOFTWARE FROM LAN WAN ENTERPRISE, INC. TO UPGRADE THE CITY'S COMPUTER SYSTEM

December 17, 2019

Page 3 of 3

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



NITA MCKAY
Director of Finance & Administrative Services

ATTACHMENT(S)

A. Lan Wan Enterprise, Inc. Hardware and Software Quotes

ATTACHMENT “A”



17500 Red Hill Ave. Suite 120
Irvine, CA 92614-5680
Phone: (949) 955-2451

Estimate

Date	Estimate #
12/9/2019	71111

Name / Address
City of Huntington Park 6550 Miles Avenue, Huntington Park, CA 902550.

P.O. No.	Rep	Project	Customer # 00182723-0...	Invoice No.
	HT		71111	

Description	Qty	Cost	Total
Cty hall - Renewed Computers - Upgrade HP EliteDesk 800 G3 8GB RAM 500GB Win 10 Pro (Renewed)	43.00	629.98953	27,089.55T
SSD HDD 500GB	43.00	116.44512	5,007.14T
Microsoft Office 2019	43.00	312.90	13,454.70
Windows 10 Pro	43.00	164.20953	7,061.01
-Install Adobe reader and Flash. -Install Antivirus. -Join the PC to the domain. -Setup user profile and outlook. -Apply patches updates. -Copy old Profile	43.00	485.00	20,855.00
Shipping and Handling	1.00	0.00	0.00

Valid for 5 Days Only	Subtotal	\$73,467.40
	Sales Tax (9.5%)	\$3,049.19
	Total	\$76,516.59



17500 Red Hill Ave. Suite 120
Irvine, CA 92614-5680
Phone: (949) 955-2451

Estimate

Date	Estimate #
12/12/2019	71121

Name / Address
Huntington Park Police Department 6542 Miles Avenue Huntington Park, CA 90255 United States

P.O. No.	Rep	Project	Customer # 00182723-0...	Invoice No.
	HT		71121	

Description	Qty	Cost	Total
HPPD - - Renewed Computers - Upgrade			
HP EliteDesk 800 G3 8GB RAM 500GB Win 10 Pro (Renewed)	70.00	629.98957	44,099.27T
SSD HDD 500GB	70.00	116.445	8,151.15T
Microsoft Office 2019	95.00	312.90	29,725.50
Windows 10 Pro	25.00	164.2096	4,105.24
-Install Adobe reader and Flash. -Install Antivirus. -Join the PC to the domain. -Setup user profile and outlook. -Apply patches updates. -Copy old Profile	95.00	575.00	54,625.00
Shipping and Handling	1.00	0.00	0.00

Valid for 5 Days Only	Subtotal	\$140,706.16
	Sales Tax (9.5%)	\$4,963.79
	Total	\$145,669.95



17500 Red Hill Ave. Suite 120
Irvine, CA 92614-5680
Phone: (949) 955-2451

Estimate

Date	Estimate #
10/23/2019	71020

Name / Address
City of Huntington Park 6550 Miles Avenue, Huntington Park, CA 902550.

P.O. No.	Rep	Project	Customer # 00182723-0...	Invoice No.
			70747	

Description	Qty	Cost	Total
New Server needed at COHP is needed - End of life Support Jan 2020 for COHP-MAIL , COHP-DMS and COHP-Backup New Server needed at COHP is needed - End of life Support for COHP-MAIL , COHP-DMS and COHP-Backup Q1## HPE ProLiant DL380 G10 2U Rack Server (16 Core) -256 GB DDR4 SDRAM 2 Processor Support - ETH 10GB 2P -SSD 960GB Q1## HPE Integrated Lights-Out Advanced Pack - Subscription License 1 Server Q1## HPE Foundation Care - 5 Year Extended Service - Service - 24 x 7 x 4 Hour Q1## NETGEAR 48-Port 10G Ethernet Smart Managed Pro Switch Q6## VMware vSphere v.6.0 Standard - License - 1 Q1## VMware vCenter Server Foundation v.6.0 - License - 1 Instance, 4 Host Q3## Microsoft Windows Server 2019 Standard License 1. COHP-MAIL 2. COHP-DMS 3. COHP-BACKUP Q100## Microsoft Windows Server 2019 - License - 1 Device CA Q1## EXCHG SVR STD 2019 SNGL OLP NL	1.00	90,745.00	90,745.00T

Subtotal
Sales Tax (9.5%)
Total



17500 Red Hill Ave. Suite 120
Irvine, CA 92614-5680
Phone: (949) 955-2451

Estimate

Date	Estimate #
10/23/2019	71020

Name / Address
City of Huntington Park 6550 Miles Avenue, Huntington Park, CA 902550.

P.O. No.	Rep	Project	Customer # 00182723-0...	Invoice No.
			70747	

Description	Qty	Cost	Total
Q100## EXCHG STD CAL 2019 SNGL OLP NL USR CAL			
Q1## Labor Setup, configure and test all new server migrations .			
		Subtotal	\$90,745.00
		Sales Tax (9.5%)	\$8,620.78
		Total	\$99,365.78



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

December 17, 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 AWARD A CONSTRUCTION CONTRACT FOR CIP 2018-08 HUNTINGTON PARK GREENWAY PROJECT

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve a budget appropriation transfer in the amount of \$405,098 to account number 681-8030-461.76-08 Greenway Linear Park Project from account 681-8030-461.73-10 Replacement of Water Mainlines;
2. Approve a construction contract to Marina Landscape, Inc. as the lowest responsive, responsible bidder for a not-to-exceed amount of \$3,281,475.70; and
3. Authorize City Manager or designee to execute the construction contract agreement for CIP 2018-08 Huntington Park Greenway Project.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City of Huntington Park's Parks & Recreation Department applied for a State of California Natural Resources Agency (CNRA) grant in 2017. The grant's objective was the solicitation of applications for the construction projects that aim to mitigate the reduction of greenhouse gases by sequestering carbon, decreasing energy consumption and reducing vehicle miles traveled. City staff tailored its application to focus on one of the grant's primary goals, which is the conversion of existing environments into green spaces that improve air and water quality and provide opportunities for walking, biking and recreational purposes. City Council authorized staff to submit the grant application via adoption of Resolution No. 2017-10 at the April 18, 2017 City Council meeting. Soon thereafter, the City was awarded CNRA grant #U29113-0 for the amount of \$4,700,000.

On August 6, 2019, the City Council approved the plans, specifications and estimate (PS&E) and authorized staff to advertise the Notice Inviting Bid (NIB) for CIP 2018-08 Huntington Park Greenway Project "project". The project consists of enhancing a 0.5-mile linear, 6-acre greenway park-space utilizing ten (10) existing Los Angeles Department of Water and Power (LADWP) lots. The location of the 10 lots is south of Salt Lake Park,

CONSIDERATION AND APPROVAL TO AWARD A CONSTRUCTION CONTRACT FOR CIP 2018-08 HUNTINGTON PARK GREENWAY PROJECT

December 17, 2019

Page 2 of 4

and is bound by Florence Avenue to the north, Santa Ana Street to the south, California Avenue to the east and State Street to the west.

The NIB was published on November 4, 2019 in a local newspaper of general circulation in conformance with Public Contract Code sections 20161 and 20162, which mandates California public works projects to be competitively bid. The plans and specifications were also accessed and redistributed by several electronic media outlets that post the bid package on e-bid boards.

The City Council approved the LADWP lease agreement at the December 3, 2019 City Council meeting. The lease agreement allows the City to utilize LADWP's parcels for the construction of the linear park.

The City Clerk's Office publicly opened and reviewed the bids and identified the apparent low bidder on December 10, 2019. The City received nine (9) sealed bids and the order of ranked commences from the lowest responsive, responsible bid:

Bidder (lowest bid first)	Total Bid Shown on Bidder's Proposal
Marina Landscape, Inc.	\$3,281,475.70
Kasa Construction, Inc.	\$3,437,226.00
Environmental Construction, Inc.	\$3,598,928.00
Leonida Builders, Inc.	\$3,776,815.00
Los Angeles Engineering, Inc.	\$3,837,630.00
Alfaro Communications Construction, Inc.	\$3,885,693.36
ARC Construction, Inc.	\$4,076,355.00
Green Giant Landscape, Inc.	\$4,101,090.00
Yakar	\$4,701,627.00

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

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.

The City Attorney's Office will review the construction contract and agreement 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 following is the funding budget as stipulated in the CNRA funding agreement and the construction budget based on the current fiscal year adopted CIP budget.

CONSIDERATION AND APPROVAL TO AWARD A CONSTRUCTION CONTRACT FOR CIP 2018-08 HUNTINGTON PARK GREENWAY PROJECT

December 17, 2019

Page 3 of 4

Table No. 1			
Items	CNRA Grant Allocations	City Allocation	Total
Project Management	\$225,000.00	\$0.00	\$225,000.00
Construction Administration	\$75,000.00	\$0.00	\$75,000.00
Construction	\$2,939,523.20	\$341,952.50	\$3,281,475.70
Construction Contingency 10%	\$265,001.95	\$63,145.62	\$328,147.57
Total =	\$3,504,525.15	\$405,098.12	\$3,909,623.27

The funding agreement stipulates that the following costs are not directly reimbursable through the grant: water connection including pedestal, conduit and wire in trench for irrigation controller, irrigation and partially for fitness equipment. This total is \$341,952.50. Additionally, the City has a cost share of \$63,145.62 for the project contingency of ten percent (10%). Staff recommends the budget appropriation of \$405,098.12 from Account No. 681-8030-461.76-08 for the City's share.

The adopted Capital Improvement Program Fiscal Year 2019-20 budget allocated \$4,135,000 from Account No. 152-6010-451.76-08 to pay for CNRA's portion of the grant. The following are the total project budgets and the applicable account numbers.

Items	Total Construction Budget Cost	FY 2019-20 Account Number 152-6010-451.76-08	FY 2019-20 Account Number 681-8030-461.76-08
Project Management	\$225,000.00	\$225,000.00	\$0.00
Construction Administration	\$75,000.00	\$75,000.00	\$0.00
Construction	\$3,281,475.70	\$2,939,523.20	\$341,952.50
Construction Contingency 10%	\$328,147.57	\$265,001.95	\$63,145.62
Total =	\$3,909,623.27	\$3,504,525.15	\$405,098.12

CONCLUSION

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

Respectfully submitted,

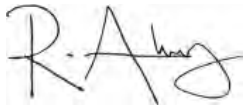


RICARDO REYES
City Manager

**CONSIDERATION AND APPROVAL TO AWARD A CONSTRUCTION CONTRACT
FOR CIP 2018-08 HUNTINGTON PARK GREENWAY PROJECT**

December 17, 2019

Page 4 of 4

A handwritten signature in black ink, appearing to read "R. Alvarez", is positioned above the printed name.

RAUL ALVAREZ
Assistant City Manager

ATTACHMENT(S)

- A. Marina Landscape, Inc. Agreement
- B. Bids – Various Firms

ATTACHMENT “A”



CONTRACTOR SERVICES AGREEMENT

Marina Landscape, Inc. for the
Huntington Park Greenway Linear Park Project – FY 2018/2019
Project No. 2018-08

THIS CONTRACTOR SERVICES AGREEMENT (“Agreement”) is made and entered into this 17th day of December 2019 (hereinafter, the “Effective Date”), by and between the CITY OF HUNTINGTON PARK, a municipal corporation (“CITY”) and **Marina Landscape, 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 **December 17, 2019 to June 30, 2020**. It is the CONTRACTOR’S responsibility to request an extension at least (2) days in advance of the expiration of term of the Agreement. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY’s ability to terminate this Agreement at any time for convenience or for cause.
- 1.3 COMPENSATION:
 - A. CONTRACTOR shall perform the various services and tasks set forth in the **Scope of Services Exhibit “A”**.
 - B. Section 1.3(A) notwithstanding, CONTRACTOR’S total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of **\$3,281,475.70** (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 **one-hundred and twenty (120) calendar days** of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within **forty-five (45) calendar day** of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.
- 1.5 ACCOUNTING RECORDS: CONTRACTOR shall maintain complete and accurate records with respect to all matters covered under this Agreement during and for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities. The City shall own all accounting records maintained by the CONTRACTOR.
- 1.6 ABANDONMENT BY CONTRACTOR: In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONTRACTOR shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONTRACTOR'S cessation or abandonment.

II. PERFORMANCE OF AGREEMENT

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

Agreement. Notice to the CONTRACTOR Representative shall constitute notice to CONTRACTOR.

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

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

- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONTRACTOR are

material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR'S duties or obligations under this Agreement without the prior written consent of CITY. In the absence of CITY'S prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONTRACTOR or under CONTRACTOR'S strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONTRACTOR on an independent CONTRACTOR basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR'S competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of CITY and shall at all times be under CONTRACTOR'S exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONTRACTOR'S officers, employees, agents, or SUB-CONTRACTOR is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR'S officers, employees, agents, or SUBCONTRACTOR fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, or SUB-CONTRACTOR shall be promptly removed by CONTRACTOR and shall not be reassigned to perform any of the Work.
- 2.8 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR'S compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, CONTRACTOR, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent CONTRACTOR and are not officials, officers,

employees, departments or subdivisions of CITY. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, CONTRACTOR and SUB-CONTRACTOR. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by CONTRACTOR or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

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

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

IV. INDEMNIFICATION

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

officers, employees, agents and volunteers.

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

V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONTRACTOR a minimum of five (5) calendar day's prior written notice of CITY'S intent to terminate this Agreement. Upon such termination for convenience, CONTRACTOR shall be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. CONTRACTOR may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY'S written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY'S ability to terminate this Agreement for convenience as provided under this Section.
- 5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:
- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than

the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

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

- i. Within three (3) business days of CITY'S issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY'S employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to CITY or CITY'S employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
- ii. Within fourteen (14) calendar days of CITY'S issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

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

Marina Landscape, Inc.
3707 W. Garden Grove Blvd
Orange, CA 92868
Ali Tavakoli – Vice President
Phone: 714-939-6600

CITY:

City of Huntington Park
Public Works Department
6550 Miles Avenue
Huntington Park, CA 90255
Attn: Raul Alvarez, Assistant City Manager
Phone: (323) 582-6161

Such notices shall be deemed effective when personally delivered or successfully transmitted

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

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

- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.20 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterpart(s) shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONTRACTOR and the remaining two original counterparts shall be retained by CITY.

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

CITY OF HUNTINGTON PARK:

MARINA LANDSCAPE, INC.:

By: Ricardo Reyes
City Manager

By: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

By: City Attorney

Date: _____

EXHIBIT “A”

SCOPE OF WORK

MARINA LANDSCAPE, INC. BID

PROPOSAL
FOR
HUNTINGTON PARK LINEAR GREENWAY PROJECT

**FY 2019/2020
CIP NO 2018-08**

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 one-hundred and eighty (180) 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

HUNTINGTON PARK LINEAR GREENWAY PROJECT

FY 2019/2020
CIP NO 2018-08

IN THE CITY OF HUNTINGTON PARK

The undersigned declares that he/she has carefully examined the location of the proposed work, that he/she 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	LS	1	98,000	98,000
2	Site Clear and Grub (For details see below items)	--	--		
2A	Remove Existing Fence and Post	LF	4240	4	16,960.
2B	Remove Existing Sign and Post	EA	21	250.	5,250.
2C	Remove Existing Tree/Bush and Root	EA	14	600.	8,400.
2D	Remove Irrigation Valve and its Appurtenances	EA	21	100.	2,100.
2E	Remove Hose Bib and its Appurtenances	EA	58	80.	4,640.
2F	Remove Existing Block Wall and Footing	LF	50	100.	5,000.
2G	Remove Existing Structure	SF	485	10.	4,850.
3	Removal of Concrete at Access Points (For details see below items)	--	--		
3A	Sawcut and Remove Existing Concrete Sidewalk	SF	9480	2.50	23,700.
3B	Sawcut and Remove Existing Concrete Curb and Gutter	LF	2260	20.	45,200.

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
3C	Sawcut and Remove Concrete Driveway Approach	SF	1850	2.50	4,625.
4	Grading and Site Preparation (For details see below items)	--	--		
4A	Grading	LS	1	22,000.	22,000.
4B	Construct Concrete Sidewalk	SF	9870	12.	118,440.
4C	Construct Concrete Curb and Gutter	LF	2240	66.	147,840.
4D	Construct Concrete Driveway Approach	SF	2500	22.	55,000.
4E	Construct Crushed Miscellaneous Base (CMB)	TON	1820	68.	123,760.
4F	Raised Amphitheater/ Seating Area with Boulder Seating	LS	1	16,000.	16,000.
4G	Relocate Existing Water Meter Box and Cover	EA	5	500.	2,500.
4H	Provide Erosion Control and BMPs	LS	1	10,000.	10,000.
4I	Prepare and Process SWPPP	LS	1	15,000.	15,000.
5	Export (For details see below items)	--	--		
5A	Unclassified Excavation	CY	25	140.	3,500.
5B	Unclassified Fill	CY	5	90.	450.
6	Water Connection and Irrigation Main Line (For details see below items)	--	--		
6A	Water Connection and Irrigation Mainline as Needed for Irrigation	EA	2	13,000	26,000
6B	Furnish and Install New 3/4" Copper Water Pipeline	LF	380	20.	7,600.
7	Electrical Connection Including Pedestal (Not Used)	NA	NA		
8	Conduit & Wire in Trench for Irrigation Controller	EA	2	2,500.	5,000.
9	Subdrainage	EA	3	1,200.	3,600.
10	Post Pedestrian Lighting (LED) (For details see below items)	--	--		
10A	Furnish and Install 3' Solar LED Bollard Light	EA	329	1,500	493,500
10B	Furnish and Install 14' Solar LED Pedestrian Light	EA	6	7,000	42,000

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
11	Miscellaneous Footings/Foundations (For details see below items)	--	--		
11A	Install New Post and Sign	EA	138	300.	41,400.
11B	Furnish and Install Boulders	LF	1,600	60.	96,000.
11C	Furnish and Install Removable Bollard	EA	60	1,300.	78,000.
12	Bioswale Construction	SF	4,456	12.	53,472.
13	Permeable Concrete Multi-Use Path	SF	38870	12.25	476,157. ⁵⁰
14	Decomposed Granite Walking Path (For details see below items)	--	--		
14A	Construct Decomposed Granite Surface 4" Thick	SF	28080	6.	168,480.
14B	Construct Aluminum Edging	LF	9,360	6.	56,160.
15	Soil Amendment and Plant Preparation	SF	163,000	.10	16,300.
16	Irrigation (For details see below items)	--	--		
16A	Irrigation Sleeving Under Paving	LF	625	53.	33,125.
16B	Irrigation Sleeving Under DG Paths and Dry Stream/ Bioswale	LF	490	22.	10,780.
16C	Spray Landscape Irrigation System	SF	153,450	1.55 90 it	138,105
17	Weed Control	SF	163,000	.05	8,150.
18	Landscape Edging (For Special Meditation/ Walking Path)	LS	1	2,800.	2,800.
19	Mulch for Planting and Other Gathering Space (Material Only, Installation by CCC)	SF	155,750	.25	38,937. ⁵⁰
20	Trees with Staking (24" Box)	EA	342	260.	88,920.
21	Native Shrubs/Grasses (For details see below items)	--	--		
21A	Native Shrub Planting (1 Gallon)	EA	3,540	7.	24,780.
21B	Native Shrub Planting (15 Gallon)	EA	350	95.	33,250.
21C	Sodded Native Grass	SF	3,990	2.	7,980.

237,847.50
237,847.50
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ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
21D	Seeded Native Ground Cover	SF	13,160	.07	921.20
22	Plant Establishment	LS	1	9,000.	9,000.
23	Funding Acknowledgement Sign	EA	2	750.	1,500.
24	Wayfinding Signage	EA	20	265.	5,300.
25	Natural Plan Area with Fiber Surfacing (For details see below items)	--	--		
25A	Toddler's Playground Equipment and Rubberized Surface	EA	1	140,000.	140,000.
25B	Children's Playground Equipment and Rubberized Surface	EA	1	130,000.	130,000.
26	Fitness Equipment (Single Unit)	EA	6	9,000.	54,000.
27	Bike Racks and Drinking Fountains (For details see below items)	--	--		
27A	Bike Racks	EA	3	2,000.	6,000.
27B	Drinking Fountain	EA	3	7,000.	21,000.
28	Trash Cans (Permanently Installed)	EA	13	1,500.	19,500.
29	Interpretive Signs	LS	1	9,000.	9,000.
30	Access Ramps/Stripping (For details see below items)	--	--		
30A	Construct Concrete Curb Ramp	EA	20	2,500.	50,000.
30B	Traffic Signing, Striping, Markings and Curb Painting	LS	1	31,000.	31,000.
31	Sitting Area Benches (For details see below items)	--	--		
31A	Install 6' Long Sitting Area Benches Provided by City	EA	18	400.	7,200.
31B	8' Handicap Accessible Picnic Tables	EA	3	1,200.	3,600.
32	Sawcut and Remove Existing AC Speed Bump	EA	1	3,000.	3,000.
33	Construct New AC Speed Bump	EA	1	7,000.	7,000.
TOTAL AMOUNT BID IN FIGURES					\$

3281,475.70

TOTAL AMOUNT BID IN WORDS:

Three million two hundred eighty one thousand

four hundred seventy five dollars and seventy cents Dollars

Bidder's Signature

Hue Ta

Vice President of Estimating

Title

Marina Landscape Inc.

Company Name

DESIGNATION OF SUBCONTRACTORS

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

<u>NAME, ADDRESS, LICENSE NO., AND PHONE NUMBER OF SUBCONTRACTORS, SUPPLIERS, AND VENDORS</u>	<u>PORTION OF WORK, MATERIALS, OR EQUIPMENT</u>
<u>Superior Pavement Markings</u>	<u>Striping / Signage</u>
<u>5312 Cypress St</u>	
<u>776306 , 714-995-9100</u>	<u>2%</u>
<u>1000001476</u>	
<u>Robertson Recreational Surfaces</u>	<u>Rubber Surfacing</u>
<u>2414 W 12th St Tempe, AZ 85281</u>	
<u>667261 , 818 -397-6273</u>	<u>1%</u>
<u>1000002700</u>	

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

DESIGNATION OF SUBCONTRACTORS

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

<u>NAME, ADDRESS, LICENSE NO., AND PHONE NUMBER OF SUBCONTRACTORS, SUPPLIERS, AND VENDORS</u>	<u>PORTION OF WORK, MATERIALS, OR EQUIPMENT</u>
✓ A Adkan Engineers	Survey
6879 Airport Dr, Riverside CA	
92504	2/0
951-453-0010	
1000001712	
Pacific Tide Const.	Playground Installation
19360 Rinaloi St, Los Angeles CA	
424-276-1324	
1051641	P/O
1000396551	

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

DESIGNATION OF SUBCONTRACTORS

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

NAME, ADDRESS, LICENSE NO., AND PHONE NUMBER OF SUBCONTRACTORS, SUPPLIERS, AND VENDORS	PORTION OF WORK, MATERIALS, OR EQUIPMENT
Granite Const ✓ 145 E Paulina	Concrete
Costa Mesa, CA	24%
624602	
100005239	
714-424-0622	
EBS General Eng	
1345 Quarry St	
Costa, CA 92679	
951 274 6669	
720016	
100005295	

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

DESIGNATION OF SUBCONTRACTORS

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

[illegible]

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

DESIGNATION OF SUBCONTRACTORS

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

[illegible]

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

DESIGNATION OF SUBCONTRACTORS

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

[illegible]

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

REFERENCES

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

1. City of Tustin
Name and Address of Agency

Joanne Wu, 714-573-3157
Name and telephone number of person familiar with project

<u>\$4,600,000</u>	<u>Irrigation & Landscape for New Development</u>	<u>In Progress</u>
Contract amount	Type of work	Date completed
2. County of Riverside
Name and Address of Agency

Erik V. Sydow, 951-955-8274
Name and telephone number of person familiar with project

<u>\$472,434</u>	<u>Landscape & Irrigation</u>	<u>10/30/2017</u>
Contract amount	Type of work	Date completed
3. Desert Recreation District, 45-305 Oasis St, Indio, CA 92201
Name and Address of Agency

Evan Garber, 760-391-6283
Name and telephone number of person familiar with project

<u>\$1,023,660</u>	<u>Irrigation & landscap for Public Park</u>	<u>10/11/2019</u>
Contract amount	Type of work	Date completed

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

Coats Surety Services

23046 Avenida de la Carlota, Suite 600, Laguna Hills, CA 92653

949-457-1060

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 Marina Landscape Inc.

Business Address: 3707 W. Garden Grove Blvd. Orange, CA 92868

Telephone 714-939-6600

State Contractor's License No. and Class: 492862 - A, B, C27, C36, C61, D49, D59

Original Date Issued 06/03/1986 Expiration Date 06/30/2020

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

Robert B. Cowan - President, Secretary, CEO

Ali Tavakoli - Vice President

Teri Nguyen - Chief Financial Officer

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

N/A

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

MARINA CONTRACTORS, MK GROUP, LEED ENGINEERING, MAGNOLIA LANDSCAPE, CONSOLIDATED TURF

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, title, hands, and seals of all forenamed principals this 5th day of December, 2019.

BIDDER Marina Landscape Inc.

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



Signature of Contractor's Representative

Hue Ta

Printed Name

Vice President of Estimating

Title

Subscribed and sworn to this _____ day of _____
NOTARY PUBLIC _____

*see attached
Notary Certificate*

CALIFORNIA JURAT WITH AFFIANT STATEMENT

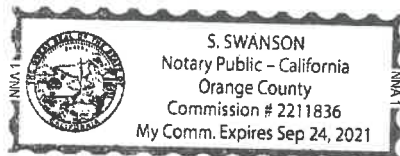
GOVERNMENT CODE § 8202

- ☐ See Attached Document (Notary to cross out lines 1-6 below)
☐ See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

Signature of Document Signer No. 1_____
Signature of Document Signer No. 2 (if any)

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

State of California

County of Orange

Subscribed and sworn to (or affirmed) before me

on this 5th day of December, 2019
by Hue Ta
Date Month Year

(1) _____

(and (2) _____),

Name(s) of Signer(s)

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

Signature _____

Signature of Notary Public

Seal
Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached DocumentTitle or Type of Document: Proposal Document Date: 12/5/19Number of Pages: 11 Signer(s) Other Than Named Above: _____

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

HUNTINGTON PARK LINEAR GREENWAY PROJECT

FY 2019/2020
CIP NO 2018-08

IN THE CITY OF HUNTINGTON PARK

KNOW ALL MEN BY THESE PRESENTS that

Marina Landscape, Inc., as BIDDER, and
Berkley Insurance Company, as SURETY, are held and firmly
bound unto the City of Huntington Park, as AGENCY, in the penal sum of

Three hundred twenty eight thousand and one hundred forty eight
dollars (\$ 328,148), 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
3rd day of December, 20 19.

BIDDER* Marina Landscape, Inc. - 3707 W. Garden Grove Blvd., Orange, CA 92868 - 714-939-6600

Hue Ta Vice President of Estimating
SURETY* Berkley Insurance Company - 4 Hutton Centre Drive, Suite 640, Santa Ana, CA 92707 - 973-775-5261

Matthew J. Coats, Attorney-in-Fact
Subscribed and sworn to this _____ day of _____, 20____.

NOTARY PUBLIC _____

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

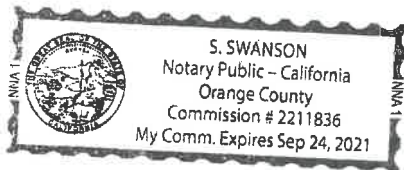
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Orange)
 On 12/5/19 before me, S. Swanson, Notary Public,
 Date Here Insert Name and Title of the Officer
 personally appeared Hue ra
 Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Proposal Guarantee Document Date: 12/5/19
 Number of Pages: Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:
 Signer Is Representing:

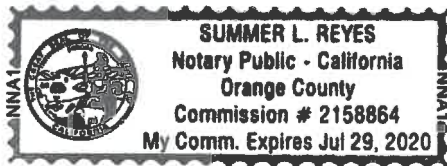
Signer's Name:
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:
 Signer Is Representing:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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

State of California)
County of Orange)
On DEC 03 2019 before me, Summer L. Reyes, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Matthew J. Coats
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
 WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: **Linda D. Coats or Matthew J. Coats of Coats Surety Insurance Services, Inc. of Laguna Hills, CA** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 13th day of MAY, 2019.

Attest:

Berkley Insurance Company

(Seal)

By

By

Ira S. Lederman
 Executive Vice President & Secretary

Jeffrey M. Hafter
 Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 13th day of MAY, 2019, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDRAKEN
 NOTARY PUBLIC
 CONNECTICUT
 MY COMMISSION EXPIRES
 APRIL 30, 2024

Maria C. Rundraken
 Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 3rd day of December, 2019.

(Seal)

Vincent P. Forte

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE

FOR

HUNTINGTON PARK LINEAR GREENWAY PROJECT

**FY 2019/2020
CIP NO 2018-08**

IN THE CITY OF HUNTINGTON PARK

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

QUESTIONNAIRE

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

Yes _____

No x _____

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

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:

Marina Landscape Inc.

Contractor Name

1000000079

Contractor Department of Industrial Relations Registration Number:

06/30/2022

Expiration Date of Registration Number

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

November 6, 2019

CITY OF HUNTINGTON PARK

Addendum No. 1

NOTICE INVITING BID FOR HUNTINGTON PARK GREENWAY PROJECT PROJECT NO.: 2018-08

The following modifications are hereby made a part of the Notice Inviting Bid (NIB) and supersede, replace, and/or amend the provisions included in the original NIB. The following addendum is hereby made a part of the NIB:

- A mandatory project job-walk will take place on November 14, 2019 at 9:00 AM in front of the empty lot located in between 3424-3452 Walnut Street
- Contractor must hold and honor bid unit prices for a period of six (6) months after bid submittal
- Bid Item No. 19 – Mulch for Planting and Other Gathering Space (Material Only, Installation by CCC): Installation of material shall be by California Conservation Corps (CCC), Contractor to coordinate with CCC for delivery and installation.

End of Addendum No. 1

By order of the City of Huntington Park, Public Works Department

By: *Cesar Roldan*
Cesar Roldan, Engineering Services Manager

Date: November 6, 2019

**NOTICE INVITING BID FOR
HUNTINGTON PARK GREENWAY PROJECT
PROJECT NO.: 2018-08**

Any and all notifications or Addendums must be acknowledged via signature by the Bidder and made part of and incorporated as part of the Bidder's proposal.

Statement of Bidder Acknowledgment

Please sign the acknowledgment below and include it as part of your Bid Proposal.

Marina Landscape Inc.
Contractor Name


Signature Hue Ta

12/05/2019
Date

Vice President of Estimating
Title

Hereby acknowledge receipt of Addendum No. 1 to NOTICE INVITING BID FOR HUNTINGTON PARK GREENWAY PROJECT PROJECT NO.: 2018-08 and have considered these in the preparation of my proposal. This Addendum shall become part of any contract made pursuant thereto.

cc: Office of City Clerk

November 27, 2019

CITY OF HUNTINGTON PARK

Addendum No. 2

NOTICE INVITING BID FOR HUNTINGTON PARK GREENWAY PROJECT PROJECT NO.: 2018-08

The following modifications are hereby made a part of the Notice Inviting Bid (NIB) and supersede, replace, and/or amend the provisions included in the original NIB. The following addendum is hereby made a part of the NIB:

- City of Huntington Park will allow C-27 licensed contractors to bid on this project.
California Code of Regulations
 - Title 16, Division 8, Article 3. Classifications
 - A landscape contractor constructs, maintains, repairs, installs, or subcontracts the development of landscape systems and facilities for public and private gardens and other areas which are designed to aesthetically, architecturally, horticulturally, or functionally improve the grounds within or surrounding a structure or a tract or plot of land. In connection therewith, a landscape contractor prepares and grades plots and areas of land for the installation of any architectural, horticultural and decorative treatment or arrangement.
- A mandatory project job-walk will take place on Tuesday, December 3, 2019 at 9:00 AM in front of the empty lot located in between 3424-3452 Walnut Street
 - **Contractors that attended and signed in at the mandatory project job-walk meeting that took place on November 14, 2019 do not have to attend.**
- **The new bid date will take place on Tuesday, December 10, 2019 at 2:00 PM instead of Wednesday, December 5, 2019 at 2:10 PM.**

End of Addendum No. 2

New bid date: Tuesday, December 10, 2019 at 2:00 PM

By order of the City of Huntington Park, Public Works Department

By: Cesar Roldan
Cesar Roldan, Engineering Services Manager

Date: November 27, 2019

**NOTICE INVITING BID FOR
HUNTINGTON PARK GREENWAY PROJECT
PROJECT NO.: 2018-08**


Addendum No. 2

Any and all notifications or Addendums must be acknowledged via signature by the Bidder and made part of and incorporated as part of the Bidder's proposal.

Statement of Bidder Acknowledgment

Please sign the acknowledgment below and include it as part of your Bid Proposal.

Marina Landscape Inc.
Contractor Name


Signature Hue Ta

12/05/2019
Date

Vice President of Estimating
Title

Hereby acknowledge receipt of Addendum No. 2 to NOTICE INVITING BID FOR HUNTINGTON PARK GREENWAY PROJECT PROJECT NO.: 2018-08 and have considered these in the preparation of my proposal. This Addendum shall become part of any contract made pursuant thereto.

cc: Office of City Clerk

Marina Landscape, Inc.**Resolution to Sign Contracts, Bid Documents and Bid Bonds**

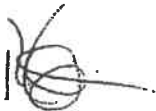
Whereas, the Corporation requires an additional person as the Corporate Assistant Secretary for signing and executing the Contracts, Bid Documents, and Bid Bonds in the absence of the Secretary. Whereas, it would be desirable to have two (2) Assistant Secretaries available to sign Documents, or in the absence of the President/CEO/Secretary, be it:

Resolved, that the CFO, Vice Presidents, and Assistant Secretaries of this Corporation be hereby authorized and empowered to sign Contracts, Bid Documents and Bid Bonds, in the name of and on behalf of this Corporation.

Resolved, that Hue Ta is assigned the title of Vice President of Estimating, and is authorized as such to sign Contracts, Bid Documents, and Bid Bonds.

The undersigned hereby certifies that he is the duly elected and qualified Secretary and the custodian of the books and records and seal of Marina Landscape, Inc., a corporation duly formed pursuant to the laws of the state of California and that the foregoing is a true record of a resolution duly adopted at a special meeting of the Board of Directors and that said meeting was held in accordance with state law and the Bylaws of the above-named Corporation on March 1, 2019, and that said resolution is now in full force and effect without modification or rescission.

In witness whereof, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 1st day of March, 2019.



Robert B. Cowan, Secretary
Marina Landscape, Inc.

MARINA LANDSCAPE, INC.

3707 W. Garden Grove Blvd. • Orange, CA 92868-4803 p 714.939.6600 f 714.935.1199 w marinaco.com • License #492862, A, B, C27, C36, D49
Estimating Direct Line: 714.704.0484

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”

BID PROPOSAL

FOR

HUNTINGTON PARK LINEAR GREENWAY PROJECT

FY 2019/2020

CIP NO 2018-08

IN THE CITY OF HUNTINGTON PARK

The undersigned declares that he/she has carefully examined the location of the proposed work, that he/she 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	LS	1	52,000.00	52,000.00
2	Site Clear and Grub (For details see below items)	--	--		
2A	Remove Existing Fence and Post	LF	4240	6	25,440.00
2B	Remove Existing Sign and Post	EA	21	97	2,037.00
2C	Remove Existing Tree/Bush and Root	EA	14	585	8,190
2D	Remove Irrigation Valve and its Appurtenances	EA	21	180	3,780.00
2E	Remove Hose Bib and its Appurtenances	EA	58	120	6,960.00
2F	Remove Existing Block Wall and Footing	LF	50	100	5000.00
2G	Remove Existing Structure	SF	485	8	3,880.00
3	Removal of Concrete at Access Points (For details see below items)	--	--		
3A	Sawcut and Remove Existing Concrete Sidewalk	SF	9480	3	28,440.00
3B	Sawcut and Remove Existing Concrete Curb and Gutter	LF	2260	15	33,900.00

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
3C	Sawcut and Remove Concrete Driveway Approach	SF	1850	3.50	6,475.00
4	Grading and Site Preparation (For details see below items)	--	--		
4A	Grading	LS	1	600,000.00	600,000.00
4B	Construct Concrete Sidewalk	SF	9870	7	69,090.00
4C	Construct Concrete Curb and Gutter	LF	2240	38	85,120.00
4D	Construct Concrete Driveway Approach	SF	2500	13	32,500.00
4E	Construct Crushed Miscellaneous Base (CMB)	TON	1820	103	187,460.00
4F	Raised Amphitheater/ Seating Area with Boulder Seating	LS	1	13,120.00	13,120.00
4G	Relocate Existing Water Meter Box and Cover	EA	5	444.00	2,220.00
4H	Provide Erosion Control and BMPs	LS	1	10,000.00	10,000.00
4I	Prepare and Process SWPPP	LS	1	1,950.00	1,950.00
5	Export (For details see below items)	--	--		
5A	Unclassified Excavation	CY	25	205	5,125.00
5B	Unclassified Fill	CY	5	555	2,775.00
6	Water Connection and Irrigation Main Line (For details see below items)	--	--		
6A	Water Connection and Irrigation Mainline as Needed for Irrigation	EA	2	1,430.00	2,860.00
6B	Furnish and Install New 3/4" Copper Water Pipeline	LF	380	50	19,000.00
7	Electrical Connection Including Pedestal (Not Used)	NA	NA		
8	Conduit & Wire in Trench for Irrigation Controller	EA	2	1,090	2,180.00
9	Subdrainage	EA	3	1,200.00	3,600.00
10	Post Pedestrian Lighting (LED) (For details see below items)	--	--		
10A	Furnish and Install 3' Solar LED Bollard Light	EA	329	1,778.00	584,962.00
10B	Furnish and Install 14' Solar LED Pedestrian Light	EA	6	5,400.00	32,400.00

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
11	Miscellaneous Footings/Foundations (For details see below items)	--	--		
11A	Install New Post and Sign	EA	138	270	37,260.00
11B	Furnish and Install Boulders	LF	1,600	21.70	34,720.00
11C	Furnish and Install Removable Bollard	EA	60	1700.00	102,000.00
12	Bioswale Construction	SF	4,456	18	80,208.00
13	Permeable Concrete Multi-Use Path	SF	38870	10	388,700.00
14	Decomposed Granite Walking Path (For details see below items)	--	--		
14A	Construct Decomposed Granite Surface 4" Thick	SF	28080	2.60	73,008.00
14B	Construct Aluminum Edging	LF	9,360	19.66	183,992.64
15	Soil Amendment and Plant Preparation	SF	163,000	.78	127,042.50
16	Irrigation (For details see below items)	--	--		
16A	Irrigation Sleeving Under Paving	LF	625	16	10,000.00
16B	Irrigation Sleeving Under DG Paths and Dry Stream/ Bioswale	LF	490	12.46	6,103.50
16C	Spray Landscape Irrigation System	SF	153,450	1	153,450.00
17	Weed Control	SF	163,000	.22	35,620.00
18	Landscape Edging (For Special Meditation/ Walking Path)	LS	1	13,774.00	13,774.00
19	Mulch for Planting and Other Gathering Space (Material Only, Installation by CCC)	SF	155,750	.23	36,400.00
20	Trees with Staking (24" Box)	EA	342	411.79	140,831.50
21	Native Shrubs/Grasses (For details see below items)	--	--		
21A	Native Shrub Planting (1 Gallon)	EA	3,540	11	38,940.00
21B	Native Shrub Planting (15 Gallon)	EA	350	165	57,750.00
21C	Sodded Native Grass	SF	3,990	2.69	10,749.96

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
21D	Seeded Native Ground Cover	SF	13,160	.18	2,368.00
22	Plant Establishment	LS	1	97,500.00	97,500.00
23	Funding Acknowledgement Sign	EA	2	975.00	1,950.00
24	Wayfinding Signage	EA	20	420	8,400.00
25	Natural Plan Area with Fiber Surfacing (For details see below items)	--	--		
25A	Toddler's Playground Equipment and Rubberized Surface	EA	1	72,000.00	72,000.00
25B	Children's Playground Equipment and Rubberized Surface	EA	1	94,500.00	94,500.00
26	Fitness Equipment (Single Unit)	EA	6	8,923.22	53,539.30
27	Bike Racks and Drinking Fountains (For details see below items)	--	--		
27A	Bike Racks	EA	3	1,658.73	4,976.18
27B	Drinking Fountain	EA	3	4,920.00	14,760.00
28	Trash Cans (Permanently Installed)	EA	13	752.31	9,779.99
29	Interpretive Signs	LS	1	2000.00	2000.00
30	Access Ramps/Stripping (For details see below items)	--	--		
30A	Construct Concrete Curb Ramp	EA	20	5000.00	100,000.00
30B	Traffic Signing, Striping, Markings and Curb Painting	LS	1	33,780.00	33,780.00
31	Sitting Area Benches (For details see below items)	--	--		
31A	Install 6' Long Sitting Area Benches Provided by City	EA	18	429	7,722.00
31B	8' Handicap Accessible Picnic Tables	EA	3	1,814.33	5,443.00
32	Sawcut and Remove Existing AC Speed Bump	EA	1	5,520.00	5,520.00
33	Construct New AC Speed Bump	EA	1	10,440.00	10,440.00
TOTAL AMOUNT BID IN FIGURES					\$ 3,885,693.36

TOTAL AMOUNT BID IN WORDS:

Three million eight hundred eighty five thousand
Six hundred ninety three dollars & thirty six cents — Dollars —

Bidder's Signature

President

Title

Alfaro Communications Construction, Inc

Company Name

DESIGNATION OF SUBCONTRACTORS

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

[illegible]

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

REFERENCES

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

1. Name and Address of Agency City of Huntington Park: 6550 Miles Avenue, Huntington Park, CA 90255

Daniel Hernandez. Tel: 323-395-1480

Name and telephone number of person familiar with project

404,750.00	Install Street Lighting System, Bus Shelters, Clocks, Concrete Work	8/1/2017
<u>Contract amount</u>	<u>Type of work</u>	<u>Date completed</u>

2. Name and Address of Agency City of Huntington Park : 6550 Miles Avenue, Huntington Park, CA 90255

Daniel Hernandez . Tel: 323-395-1480

Name and telephone number of person familiar with project

871,404.22	Installation of Bus Shelters, Benches, Monument, Wifing, Concrete work	12/17/2018
<u>Contract amount</u>	<u>Type of work</u>	<u>Date completed</u>

3. Name and Address of Agency Culver City: 9770 Culver Blvd, Culver City, CA 90232

Javier De La Cruz. Tel: 310-253-5606

Name and telephone number of person familiar with project

1,981,334.10	Street Light Upgrade, Electrical Work, Concrete Work	10/27/2018
<u>Contract amount</u>	<u>Type of work</u>	<u>Date completed</u>

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

Radius Insurance : 135 S. State College Blvd, Brea, CA 92821. Tel: 800-400-7283

Farmers Insurance: 8141 2nd, Downey, CA 90241. Tel: 562-445-4690

The Bond Exchange: 24800 Chrisanta Dr., Mission Viejo, CA 92691. Tel: 949-461-7000



Alfaro Communications Construction, Inc

Completed Projects

No.	Name and Address of Owner	Name & Telephone No. of Contact	Project Description	Percentage of Work Done by ACCI	Original Contract Amount \$	Date Started	Date Completed	Project Manager	Supervisor Name	W/d
1	City of Huntington Park - (Pacific Blvd Lighting Beautification Phase II 6550 Miles Avenue ,Huntington Park , CA 90255	Daniel Hernandez (323) 395-1480 dhernandez@hpca.gov	Install Street lighting,Clocks,Bus Shelters	80%	\$ 404,750.00	12/5/2016	8/1/2017	Jamal Deaifi	Jose Mendoza	48 W/d
2	City of Manhattan Beach-Live Oak Park Tennis Office Communication Conduit 1400 Highland Avenue,Manhattan Beach, CA 90266	Tim Birthisel (310) 802-5368 tbirthisel@citymb.info	Boring Communication Conduit Potholing,Trenching, Traffic Signal Installation	100%	\$ 49,000.00	2/2/2017	2/17/2017	Jamal Deaifi	Jose Mendoza	20 W/d
3	City of Palmdale - (Traffic Signal Installation at Trade Center Dr and Technology Dr.) 38250 Sierra Highway, Palmdale , CA 93550	Jeff Johnson (661) 810-8355 JJenson@cityofpalmdale.org	Installation of Traffic Signal and Street Lighting System, Concrete & Asphalt, sidewalk wheel chair ramp, at two Intersections	70%	\$ 732,800.00	12/5/2016	6/1/2017	Jamal Deaifi	Jose Mendoza	60 W/d
4	Caltrans (07-478304) 1525 Rancho Conejo Blvd , Thousand Oaks , CA 91320	Hector Arroyo (818) 974-8391 hector.arroyo@dot.ca.gov	Traffic Signal and Street Lighting System installation, Concrete & Asphalt	70%	\$ 374,959.03	6/5/2016	11/8/2017	Jamal Deaifi	Jose Mendoza	45 W/d
5	City of Manhattan Beach -(Highland Ave at 38th St. and Rosecrans Ave. at Highland Ave. Street Improvements) 1400 Highland Avenue , Manhattan Beach , CA	Tim Birthisel (310) 802-5368 tbirthisel@citymb.info	Street improvement at Rosecrans and Highland, sidewalk and curb and gutter, wheel chair ramp, flashing beacon system	70%	\$ 339,775.87	3/27/2018	7/1/2018	Jamal Deaifi	Jose Mendoza	
6	City of Santa Ana - (Crosswalk Upgrades-Phase I) 20 Civic Center Plaza, Santa Ana , CA 92702	Gerardo Lechuga 714-552-5336	Install Traffic Safety enhancement at Various Intersections,Sidewalk & Wheel Chair Ramps	90%	\$ 222,050.00	5/30/2017	9/20/2017	Jamal Deaifi	Jose Mendoza	
7	Caltrans (12-001004) 3251 1/4 University Dr. Irvine , CA 92612	Al Jiminez (949) 279-8610 jiminez.al@dot.ca.gov	Remove and replace sidewalk and driveway, curb and gutter at city of Laguna Beach	70%	\$ 271,310.00	2/17/2017	5/17/2017	Jamal Deaifi	Jose Mendoza	
8	City of Laguna Beach - (Citywide Sidewalk Repair) 505 Forest Avenue , Laguna Beach , CA 92651	Tom Sandefur (949)-497-0792 tsandefur@lagunabeachcity.net	Concrete , Asphalt	100%	\$ 208,280.67	6/26/2017	10/4/2017	Jamal Deaifi	Jose Mendoza	
9	City of Manhattan Beach - (Parkview Ave. Sidewalk and Access Ramp Improvements) 1400 Highland Ave.,Manhattan Beach ,CA 90266	Tim Birthisel (310) 802-5368 tbirthisel@citymb.info	Parkview Sidewalk Access Ramp Improvements	95%	\$ 168,459.30	6/26/2017	8/7/2017	Jamal Deaifi	Jose Mendoza	
10	City of El Segundo - (Lighted Crosswalk Repairs on Main Street Between El Segundo Blvd & Pine Ave.) 350 Main Street El Segundo , CA 90245	Floriza Rivera 310-524-2361 frivera@elsegundo.org	Inroadway lighting	100%	\$ 119,000.00	11/1/2017	11/30/2017	Jamal Deaifi	Jose Mendoza	
11	City of Claremont -(Street Improvements on Towne Avenue /210) 207 Harvard Avenue , Claremont , CA 91711	Vince Ramos 909-399-5395 vramos@ci.claremont.ca.us	Traffic signal at Towne ave / Baseline,Message Signs,Sidewalk	100%	\$ 449,431.80	7/21/2017	4/1/2018	Jamal Deaifi	Jose Mendoza	45 W/d
12	City of Rancho Cucamonga - (Installation of 4 Traffic Signal at Various Locations) 10500 Civic Center Drive, Rancho Cucamonga, CA 91730	Natalie Avila 909-774-4076 natalie.avila@cityofrc.us	Traffic Signal Modifications at Various Locations , Fiber Optic Works,Potholing,Trenching, and Conduit	90%	\$ 2,327,205.00	6/21/2017	5/15/2018	Jamal Deaifi	Jose Mendoza	120 W/d

No.	Name and Address of Owner	Name & Telephone No. of Contact	Project Description	Percentage of Work Done by ACCI	Original Contract Amount \$	Date Started	Date Completed	Project Manager	Supervisor Name	W/d
13	City of Fontana (Street Improvements on Juniper Ave.at Ceres Ave.) 8353 Sierra Ave. Fontana ,CA 92335	Christopher Smethurst 909-350-6649 csmethurst@fontana.org	Install Street Light	95%	\$ 278,330.00	11/16/2017	6/1/2018	Jamal Deaifi	Jose Mendoza	30 W/d
14	City of Huntington Beach (Traffic Signal Modifications at Gothard St. & Talbert Ave.) 714-536-5259	Joseph Fuentes j Fuentes@surfcity-hb.org	Traffic Signal Modifications (Curb & Gutter, Construct Curb Access Ramps, Concrete Sidewalk at Gothard and Talbert Avenue	90%	\$ 368,461.50	3/29/2018	6/4/2018	Jamal Deaifi	Jose Mendoza	60 W/d
15	2000 Main Street,Huntington Beach ,CA 92648 City of Pasadena-(Pedestrian Crossing Enhancements on Villa Street at Euclid Avenue)	Elvin Jiang 626-744-7103 elijiang@cityofpasadena.net	Traffic Signal Modifications at Villa Street and Euclid Avenue	100%	\$ 55,876.00	2/19/2018	3/24/2018	Jamal Deaifi	Jose Mendoza	
16	100 N. Garfield Avenue, Pasadena, CA 91109 City of Costa Mesa (Placentia Avenue Bicycle Signal Installation) 77 Fair Dr., Costa Mesa , Ca 92626	Bobby Fouladi 714-754-5222 bobby.fouladi@costamesaca.gov	Install Bicycle Signal System,Install Crosswalk Signage,Traffic Control	100%	\$ 38,600.00	9/14/2018	10/26/2018	Jamal Deaifi	Jose Mendoza	
17	Caltrans (07-4T9904) 18730 S.Wilmington Avenue,Rancho Dominguez, CA 90220	Edgar Herrera 310-609-0364 edgar.herrera@dot.ca.gov	Construct ADA Ramp, Curb Ramps,Concrete work,Asphalt Work	100%	\$ 184,711.88	6/15/2018	10/6/2018	Jamal Deaifi	Jose Mendoza	
18	City of Culver City (Carlson Park Streetlight Upgrade) 9770 Culver Blvd. Culver City , CA 90232	Javier De La Cruz 310-253-5606 javier.delacruz@culvercity.org	Street Light Upgrade at Carlson Park Electrical Work,Concrete Work	100%	\$ 1,981,334.10	2/12/2018	10/27/2018	Jamal Deaifi	Jose Mendoza	100 W/d
19	Caltrans (07-3P6804) 1041 W.Badillo St.,Covina, CA 91722	Mike Fardoun 626-339-1604 mike.fardoun@dot.ca.gov	Traffic Signal Modifications In Azusa at Alameda Avenue	90%	\$ 542,254.51	8/5/2018	11/17/2018	Jamal Deaifi	Jose Mendoza	60 W/d
20	City of Mission Viejo (Citywide Countdown Pedestrian Signal Heads Improvements) 200 Civic Center , Mission Viejo, CA 92691	Philip Nitollama 949-470-3068 pnitollama@cityofmissionviejo.org	Traffic Signal Modifications & Installation	100%	\$ 29,000.00	11/12/2018	11/17/2018	Jamal Deaifi	Jose Mendoza	
21	City of Huntington Park (Pacific Blvd Pedestrian and Transportation Improvement) 6550 Milles Avenue, Huntington Park, CA 90255	Daniel Hernandez (323) 395-1480 dhernandez@hpca.gov	Installation of Bus Shelters,Benshes,Monument Sign,Wayfing Signs,Roadway Signs	100%	\$ 871,707.22	7/17/2018	12/17/2018	Jamal Deaifi	Jose Mendoza	45 W/d
22	Caltrans (12A1742) 6533 Marine Way,Irvine, Ca 92626	Jay Jouben 949-279-8638 jay.jouben@dot.ca.gov	Overlay The Loop on ramp from NB Harbor blvd to NB Route 405,Concrete Work,Asphalt Work	100%	\$ 203,541.12	10/22/2018	2/2/2019	Jamal Deaifi	Jose Mendoza	
23	Caltrans (12A1716) 6533 Marine Way,Irvine, Ca 92626	Mouissa Essayli 949-279-8816 mouissa.essayli@dot.ca.gov	Replace One Ramp Meter System and Install new one,Signing,and Striping,Concrete work	100%	\$ 267,724.00	12/26/2018	4/27/2019	Jamal Deaifi	Jose Mendoza	
24	City of Costa Mesa -(Sunflower Avenue Traffic Signal Interconnect Installation Project) 77 Fair Dr. Costa Mesa, CA 92626	Irina Gurivich 714-754-5324 irina.gurivich@costamesaca.gov	Installation of New Traffic Signal Interconnect Conduits at Sunflower Avenue	100%	\$ 114,480.00	1/14/2019	4/13/2019	Jamal Deaifi	Jose Mendoza	
25	Caltrans (12-0H0284) 6533 Marine Way,Irvine, CA 92626	Moussa Essayli 949-279-8816 moussa.essayli@dot.ca.gov	Install Fiber Optic Cables and CCTV,Traffic Control System	100%	\$ 965,131.00	10/15/2018	7/20/2019	Jamal Deaifi	Jose Mendoza	140 W/d
26	Caltrans (12-0N9904) 6533 Marine Way,Irvine, Ca 92626	Moussa Essayli 949-279-8816 moussa.essayli@dot.ca.gov	Modify Traffic Signals,Install Safety Lighting,ADA Improvements and Restriping	100%	\$ 432,433.85	12/11/2018	10/15/2019	Jamal Deaifi	Jose Mendoza	70 W/d

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

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

AFFIRMATIVE ACTION CERTIFICATION

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

NON-COLLUSION AFFIDAVIT

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

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name Alfaro Communications Construction, Inc

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

Telephone 310-669-8949

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

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

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

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

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

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

None

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

None

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, title, hands, and seals of all forenamed principals this 10th day of December, 2019.

BIDDER Alfaro Communications Construction, Inc

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

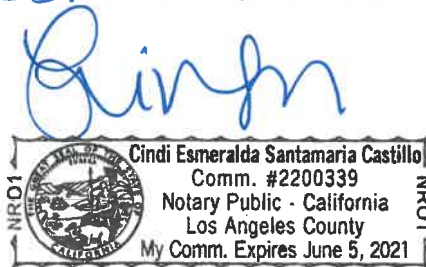

Signature of Contractor's Representative

Hadeel Daaifi
Printed Name

Contract Administrator
Title

Subscribed and sworn to this 10th day of December, 2019.

NOTARY PUBLIC Cindi Esmeralda Santamaria Castillo



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

HUNTINGTON PARK LINEAR GREENWAY PROJECT

FY 2019/2020
CIP NO 2018-08

IN THE CITY OF HUNTINGTON PARK

KNOW ALL MEN BY THESE PRESENTS that Alfaro Communications Construction, Inc.
, as BIDDER, and Endurance Assurance Corporation
, as SURETY, are held and firmly
bound unto the City of Huntington Park, as AGENCY, in the penal sum of
Ten Percent of Total Bid Amount

dollars (\$ 10.0% of Bid Amount), 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
3rd day of December, 2019

BIDDER* Alfaro Communications Construction, Inc., 15614 S. Altantic Ave., Compton, CA 90221, T: 310-669-8949

Hugo Alfaro
SURETY* Endurance Assurance Corporation, 1221 Avenue of the Americas, New York, NY 10020, T: 415-500-5028

Irene Ludwig
Irene Ludwig, Attorney-in-Fact, 24800 Chrisanta Drive #160, Mission Viejo, Ca 92691, T: 949-461-7000
Subscribed and sworn to this day of , 20.

NOTARY PUBLIC

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

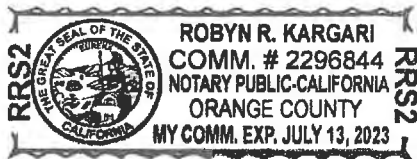
STATE OF CALIFORNIA

County of Orange

On December 3, 2019 before me, Robyn R. Kargari, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Irene Luong

Name(s) of Signer(s)



Place Notary Seal Above

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

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

Witness my hand and official seal.

Signature

Signature of Notary Public

Robyn R. Kargari

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing: _____

ENDURANCE ASSURANCE CORPORATION

157

POWER OF ATTORNEY

Know all Men by these Present, that ENDURANCE ASSURANCE CORPORATION, a Delaware corporation (the "Corporation"), with offices at 4 Manhattanville Road, 3rd Floor, Purchase, NY 10577, has made, constituted and appointed and by these presents, does make, constitute and appoint YUNG T. MULLICK, JAMES W. MOILANEN, IRENE LUONG its true and lawful Attorney(s)-in-fact, at MISSION VIEJO in the State of CA and each of them to have full power to act without the other or others, to make, execute and deliver on its behalf, as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Corporation for any portion of the penal sum thereof in excess of the sum of TEN MILLION Dollars (\$10,000,000.00).

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

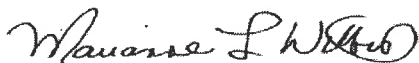
This appointment is made under and by authority of certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on the 9th of January, 2014, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014 and said resolution has not since been revoked, amended or repealed:


RESOLVED, that in granting powers of attorney pursuant to certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014, the signature of such directors and officers and the seal of the Corporation may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, the Corporation has caused these presents to be duly signed and its corporate seal to be hereunto affixed and attested this 23rd day of APRIL of 2019 at Purchase, New York.

(Corporate Seal)
ATTEST


MARIANNE L. WILBERT, SENIOR VICE PRESIDENT

ENDURANCE ASSURANCE CORPORATION
By


SHARON L. SIMS, SENIOR VICE PRESIDENT

STATE OF NEW YORK
COUNTY OF NEW YORK
ss: MANHATTAN

On the 23rd day of APRIL of 2019 before me personally came SHARON L. SIMS, SENIOR VICE PRESIDENT to me known, who being by me duly sworn, did depose and say that (s)he resides in SCOTCH PLAINS, NEW JERSEY that (s)he is a SENIOR VICE PRESIDENT of ENDURANCE ASSURANCE CORPORATION, the Corporation described in and which executed the above instrument; that (s)he knows the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that (s)he signed his (her) name thereto by like order.

(Notarial Seal)

STATE OF NEW YORK
COUNTY OF NEW YORK
ss: MANHATTAN


Nicholas James Benenati, Notary Public - My Commission Expires 12/6/2019

CERTIFICATE

I, CHRISTOPHER DONELAN the PRESIDENT of ENDURANCE ASSURANCE CORPORATION, a Delaware Corporation (the "Corporation"), hereby certify:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of the Corporation and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Corporation any and all bonds, undertakings or obligations in surety or co-surety with others:

CHRISTOPHER DONELAN, SHARON L. SIMS, MARIANNE L. WILBERT

And be it further

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 3rd day of December, 2019.

(Corporate Seal)


CHRISTOPHER DONELAN, PRESIDENT

Any reproductions are void.

Primary Surety Claims Submission: suretybondclaims@sompo-intl.com
Surety Claims Hotline: 877-678-7575

Mailing Address: Surety Claims Department, Sompo International, 1221 Avenue of the Americas, 18th Floor, New York, NY 10020

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE

SAN FRANCISCO

Amended

Certificate of Authority

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

Endurance Assurance Corporation

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

Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation,

Common Carrier Liability, Boiler and Machinery, Burglary, Credit,

Sprinkler, Team and Vehicle, Automobile, Aircraft, and Miscellaneous

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

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

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



By

Dave Jones
Insurance Commissioner


Carol Frair
for Joel Laucher
Chief Deputy

NOTICE:

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

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

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

State of California)

County of Los Angeles)

On 12/10/2019 before me, Cindi Esmeralda SantaMaria Castillo,
(here insert name and title of the officer)

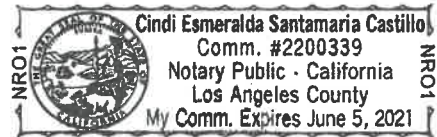
personally appeared Hugo Alfaro

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

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

WITNESS my hand and official seal.

Signature



(Seal)

Optional Information

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

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of City of Huntington Park Linear Greenway Project FY 2019/2020 CIP NO 2018-08 Bid Bond, containing pages, and dated .

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

- ☐ Individual(s)
☐ Attorney-In-Fact
☒ Corporate Officer(s) President Title(s)

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

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

Additional Information

Method of Signer Identification

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

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

Notary contact: (323) 495-6782

Other

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

BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE
FOR
HUNTINGTON PARK LINEAR GREENWAY PROJECT
FY 2019/2020
CIP NO 2018-08
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 cash, a cashier's check or a certified check accompanies the proposal.

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

FOR

HUNTINGTON PARK LINEAR GREENWAY PROJECT

**FY 2019/2020
CIP NO 2018-08**

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.

Bid

November 6, 2019

CITY OF HUNTINGTON PARK

Addendum No. 1

NOTICE INVITING BID FOR HUNTINGTON PARK GREENWAY PROJECT PROJECT NO.: 2018-08

The following modifications are hereby made a part of the Notice Inviting Bid (NIB) and supersede, replace, and/or amend the provisions included in the original NIB. The following addendum is hereby made a part of the NIB:

- A mandatory project job-walk will take place on November 14, 2019 at 9:00 AM in front of the empty lot located in between 3424-3452 Walnut Street
- Contractor must hold and honor bid unit prices for a period of six (6) months after bid submittal
- Bid Item No. 19 – Mulch for Planting and Other Gathering Space (Material Only, Installation by CCC): Installation of material shall be by California Conservation Corps (CCC), Contractor to coordinate with CCC for delivery and installation.

End of Addendum No. 1

By order of the City of Huntington Park, Public Works Department

By: Cesar Roldan
Cesar Roldan, Engineering Services Manager

Date: November 6, 2019

**NOTICE INVITING BID FOR
HUNTINGTON PARK GREENWAY PROJECT
PROJECT NO.: 2018-08**

Any and all notifications or Addendums must be acknowledged via signature by the Bidder and made part of and incorporated as part of the Bidder's proposal.

Statement of Bidder Acknowledgment

Please sign the acknowledgment below and include it as part of your Bid Proposal.

Alfaro Communications Construction, Inc

Contractor Name



Signature

12/3/2019

Date

Contract Administrator

Title

Hereby acknowledge receipt of Addendum No. 1 to NOTICE INVITING BID FOR HUNTINGTON PARK GREENWAY PROJECT PROJECT NO.: 2018-08 and have considered these in the preparation of my proposal. This Addendum shall become part of any contract made pursuant thereto.

cc: Office of City Clerk

November 27, 2019

CITY OF HUNTINGTON PARK

Addendum No. 2

NOTICE INVITING BID FOR HUNTINGTON PARK GREENWAY PROJECT PROJECT NO.: 2018-08

The following modifications are hereby made a part of the Notice Inviting Bid (NIB) and supersede, replace, and/or amend the provisions included in the original NIB. The following addendum is hereby made a part of the NIB:

- City of Huntington Park will allow C-27 licensed contractors to bid on this project. California Code of Regulations
 - Title 16, Division 8, Article 3. Classifications
 - A landscape contractor constructs, maintains, repairs, installs, or subcontracts the development of landscape systems and facilities for public and private gardens and other areas which are designed to aesthetically, architecturally, horticulturally, or functionally improve the grounds within or surrounding a structure or a tract or plot of land. In connection therewith, a landscape contractor prepares and grades plots and areas of land for the installation of any architectural, horticultural and decorative treatment or arrangement.
- A mandatory project job-walk will take place on Tuesday, December 3, 2019 at 9:00 AM in front of the empty lot located in between 3424-3452 Walnut Street
 - **Contractors that attended and signed in at the mandatory project job-walk meeting that took place on November 14, 2019 do not have to attend.**
- The new bid date will take place on Tuesday, December 10, 2019 at 2:00 PM instead of Wednesday, December 5, 2019 at 2:10 PM.

End of Addendum No. 2

New bid date: Tuesday, December 10, 2019 at 2:00 PM

By order of the City of Huntington Park, Public Works Department

By: Cesar Roldan
Cesar Roldan, Engineering Services Manager

Date: November 27, 2019

**NOTICE INVITING BID FOR
HUNTINGTON PARK GREENWAY PROJECT
PROJECT NO.: 2018-08**

Addendum No. 2

Any and all notifications or Addendums must be acknowledged via signature by the Bidder and made part of and incorporated as part of the Bidder's proposal.

Statement of Bidder Acknowledgment

Please sign the acknowledgment below and include it as part of your Bid Proposal.

Alfaro Communications Construction, Inc

Contractor Name


Signature

12/3/2019

Date

Contract Administrator

Title

Hereby acknowledge receipt of Addendum No. 2 to NOTICE INVITING BID FOR HUNTINGTON PARK GREENWAY PROJECT PROJECT NO.: 2018-08 and have considered these in the preparation of my proposal. This Addendum shall become part of any contract made pursuant thereto.

cc: Office of City Clerk

BID PROPOSAL
FOR
HUNTINGTON PARK LINEAR GREENWAY PROJECT

FY 2019/2020
CIP NO 2018-08

IN THE CITY OF HUNTINGTON PARK

The undersigned declares that he/she has carefully examined the location of the proposed work, that he/she 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	LS	1	275,000	275,000.00
2	Site Clear and Grub (For details see below items)	--	--		
2A	Remove Existing Fence and Post	LF	4240	9.00	38,160
2B	Remove Existing Sign and Post	EA	21	177	3,717.00
2C	Remove Existing Tree/Bush and Root	EA	14	1770	24,780
2D	Remove Irrigation Valve and its Appurtenances	EA	21	177	3,717.00
2E	Remove Hose Bib and its Appurtenances	EA	58	177	10,266.00
2F	Remove Existing Block Wall and Footing	LF	50	177	8,850.00
2G	Remove Existing Structure	SF	485	23	11,155.00
3	Removal of Concrete at Access Points (For details see below items)	--	--		
3A	Sawcut and Remove Existing Concrete Sidewalk	SF	9480	5	47,400.00
3B	Sawcut and Remove Existing Concrete Curb and Gutter	LF	2260	14	31,640.00

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
3C	Sawcut and Remove Concrete Driveway Approach	SF	1850	6	11,100.00
4	Grading and Site Preparation (For details see below items)	--	--		
4A	Grading	LS	1	209,000.00	209,000.00
4B	Construct Concrete Sidewalk	SF	9870	18	177,660.00
4C	Construct Concrete Curb and Gutter	LF	2240	61	136,640.00
4D	Construct Concrete Driveway Approach	SF	2500	18	45,000.00
4E	Construct Crushed Miscellaneous Base (CMB)	TON	1820	65	118,300.00
4F	Raised Amphitheater/ Seating Area with Boulder Seating	LS	1	15,000.00	15,000.00
4G	Relocate Existing Water Meter Box and Cover	EA	5	590	2,950.00
4H	Provide Erosion Control and BMPs	LS	1	35,000.00	35,000.00
4I	Prepare and Process SWPPP	LS	1	15,000.00	15,000.00
5	Export (For details see below items)	--	--		
5A	Unclassified Excavation	CY	25	236	5,900.00
5B	Unclassified Fill	CY	5	118	590.00
6	Water Connection and Irrigation Main Line (For details see below items)	--	--		
6A	Water Connection and Irrigation Mainline as Needed for Irrigation	EA	2	500	1,000.00
6B	Furnish and Install New 3/4" Copper Water Pipeline	LF	380	25	9,500.00
7	Electrical Connection Including Pedestal (Not Used)	NA	NA		
8	Conduit & Wire in Trench for Irrigation Controller	EA	2	60	120
9	Subdrainage	EA	3	1,000	3,000
10	Post Pedestrian Lighting (LED) (For details see below items)	--	--		
10A	Furnish and Install 3' Solar LED Bollard Light	EA	329	1,500	493,500.00
10B	Furnish and Install 14' Solar LED Pedestrian Light	EA	6	4,600	27,600.00

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
11	Miscellaneous Footings/Foundations (For details see below items)	--	--		
11A	Install New Post and Sign	EA	138	250	34,500.00
11B	Furnish and Install Boulders	LF	1,600	95.40 64.00	152,640.00 64,000.00
11C	Furnish and Install Removable Bollard	EA	60	1400	84,000.00
12	Bioswale Construction	SF	4,456	15 15	66,840.00 66,840.00
13	Permeable Concrete Multi-Use Path	SF	38870	14	544,180.00
14	Decomposed Granite Walking Path (For details see below items)	--	--		
14A	Construct Decomposed Granite Surface 4" Thick	SF	28080	4.50	126,360.00
14B	Construct Aluminum Edging	LF	9,360	13	121,680.00
15	Soil Amendment and Plant Preparation	SF	163,000	.50	81,500.00
16	Irrigation (For details see below items)	--	--		
16A	Irrigation Sleeving Under Paving	LF	625	12	7,500.00
16B	Irrigation Sleeving Under DG Paths and Dry Stream/ Bioswale	LF	490	8	3,920.00
16C	Spray Landscape Irrigation System	SF	153,450	1.50	230,175.00
17	Weed Control	SF	163,000	.20	32,600.00
18	Landscape Edging (For Special Meditation/ Walking Path)	LS	1	6200	6,200.00
19	Mulch for Planting and Other Gathering Space (Material Only, Installation by CCC)	SF	155,750	.80	124,600.00
20	Trees with Staking (24" Box)	EA	342	600	205,200.00
21	Native Shrubs/Grasses (For details see below items)	--	--		
21A	Native Shrub Planting (1 Gallon)	EA	3,540	15	53,100.00
21B	Native Shrub Planting (15 Gallon)	EA	350	170	59,500.00
21C	Sodded Native Grass	SF	3,990	1.50	59,850.00

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
21D	Seeded Native Ground Cover	SF	13,160	50	6580.00
22	Plant Establishment	LS	1	35000	35000.
23	Funding Acknowledgement Sign	EA	2	2000	4000.00
24	Wayfinding Signage	EA	20	385	7700.00
25	Natural Plan Area with Fiber Surfacing (For details see below items)	--	--		
25A	Toddler's Playground Equipment and Rubberized Surface	EA	1	83190.00	83190.00
25B	Children's Playground Equipment and Rubberized Surface	EA	1	105,000	105,000.00
26	Fitness Equipment (Single Unit)	EA	6	9000	54,000.00
27	Bike Racks and Drinking Fountains (For details see below items)	--	--		
27A	Bike Racks	EA	3	1600	4800.00
27B	Drinking Fountain	EA	3	6500	19500.00
28	Trash Cans (Permanently Installed)	EA	13	1000	13000.00
29	Interpretive Signs	LS	1	10000	10,000.00
30	Access Ramps/Stripping (For details see below items)	--	--		
30A	Construct Concrete Curb Ramp	EA	20	2500	50,000.00
30B	Traffic Signing, Striping, Markings and Curb Painting	LS	1	33000	33,000.00
31	Sitting Area Benches (For details see below items)	--	--		
31A	Install 6' Long Sitting Area Benches Provided by City	EA	18	1400	25200.00
31B	8' Handicap Accessible Picnic Tables	EA	3	1800	5400.00.
32	Sawcut and Remove Existing AC Speed Bump	EA	1	54000	5400.00
33	Construct New AC Speed Bump	EA	1	10200	10,200.00
TOTAL AMOUNT BID IN FIGURES					\$ 4,086,355.00

TOTAL AMOUNT BID IN WORDS:

Four Million Seven hundred Sixty three thousand ~~three hundred~~ ^{fifty five} ~~thousand~~ ^{dollars}

Dollars

Bidder's Signature

Vice President

Title

ARC Construction Inc.

Company Name

DESIGNATION OF SUBCONTRACTORS

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

<u>NAME, ADDRESS, LICENSE NO., AND PHONE NUMBER OF SUBCONTRACTORS, SUPPLIERS, AND VENDORS</u>	<u>PORTION OF WORK, MATERIALS, OR EQUIPMENT</u>
Hardy & Harter Inc Lake Forest CA (714) 444-1951	San Carl Reno Exsby AC Pump Construct New AC Spec & Pump.
New Generation Landscape. Pico CA (818) 267 0405	Landscape Irrigation.
Pro Tech Tent Orange CA (714) 921-3540	Playground equip. Fitness Equip.
BC Traffic Orange CA 714-974-1190	Sign and Shop up &.

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

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name ARC Construction Inc.

Business Address: 3624 Foothill Blvd. #2 La Crescenta CA 91214

Telephone 818-249-0703

State Contractor's License No. and Class: 539690 / A, B, C8

Original Date Issued 08/29/1988 Expiration Date 08/13/2020

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

Albert Hatoomian - President/Treasurer

Razmik Hatoomian - Vice President / Secretary

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

N/A

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

N/A

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, title, hands, and seals of all forenamed principals this 9 day of December, 2019.

BIDDER ARC construction inc.

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

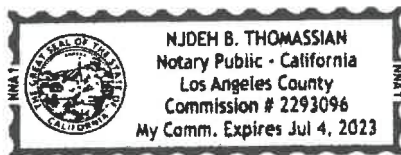

Signature of Contractor's Representative

Razmik Hatoomian
Printed Name

V. President
Title

Subscribed and sworn to this 9th day of December, 2019.

NOTARY PUBLIC Njideh B. Thomassian



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

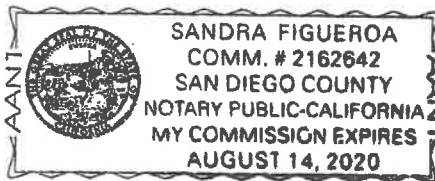
State of California

County of SAN DIEGO }

On 12/5/2019 before me, SANDRA FIGUEROA, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared MARK D. IATAROLA
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature *Sandra Figueroa*
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)Signer's Name: MARK D. IATAROLA

Signer's Name: _____

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

Signer is Representing: _____

Signer is Representing: _____

BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE
FOR

HUNTINGTON PARK LINEAR GREENWAY PROJECT

FY 2019/2020
CIP NO 2018-08

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.

N/A

**NOTICE INVITING BID FOR
HUNTINGTON PARK GREENWAY PROJECT
PROJECT NO.: 2018-08**

Any and all notifications or Addendums must be acknowledged via signature by the Bidder and made part of and incorporated as part of the Bidder's proposal.

Statement of Bidder Acknowledgment

Please sign the acknowledgment below and include it as part of your Bid Proposal.

Ale Construction Inc.
Contractor Name


Signature

12/10/19
Date

Vice President
Title

Hereby acknowledge receipt of Addendum No. 1 to NOTICE INVITING BID FOR HUNTINGTON PARK GREENWAY PROJECT PROJECT NO.: 2018-08 and have considered these in the preparation of my proposal. This Addendum shall become part of any contract made pursuant thereto.

cc: Office of City Clerk

**NOTICE INVITING BID FOR
HUNTINGTON PARK GREENWAY PROJECT
PROJECT NO.: 2018-08**

Addendum No. 2

Any and all notifications or Addendums must be acknowledged via signature by the Bidder and made part of and incorporated as part of the Bidder's proposal.

Statement of Bidder Acknowledgment

Please sign the acknowledgment below and include it as part of your Bid Proposal.

ACE Construction LLC.
Contractor Name


Signature

12/17/19
Date

Vice President
Title

Hereby acknowledge receipt of Addendum No. 2 to NOTICE INVITING BID FOR HUNTINGTON PARK GREENWAY PROJECT PROJECT NO.: 2018-08 and have considered these in the preparation of my proposal. This Addendum shall become part of any contract made pursuant thereto.

cc: Office of City Clerk

PROPOSAL
FOR
HUNTINGTON PARK LINEAR GREENWAY PROJECT
FY 2019/2020
CIP NO 2018-08

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 one-hundred and eighty (180) 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

HUNTINGTON PARK LINEAR GREENWAY PROJECT

FY 2019/2020
CIP NO 2018-08

IN THE CITY OF HUNTINGTON PARK

The undersigned declares that he/she has carefully examined the location of the proposed work, that he/she 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	LS	1		100,000
2	Site Clear and Grub (For details see below items)	--	--		
2A	Remove Existing Fence and Post	LF	4240	6.-	25,440.-
2B	Remove Existing Sign and Post	EA	21	150.-	3,150.-
2C	Remove Existing Tree/Bush and Root	EA	14	990.-	13,860.-
2D	Remove Irrigation Valve and its Appurtenances	EA	21	100	2,100.-
2E	Remove Hose Bib and its Appurtenances	EA	58	75	4,350.-
2F	Remove Existing Block Wall and Footing	LF	50	70	3,500
2G	Remove Existing Structure	SF	485	10	4,850.-
3	Removal of Concrete at Access Points (For details see below items)	--	--		
3A	Sawcut and Remove Existing Concrete Sidewalk	SF	9480	2.30	21,804.-
3B	Sawcut and Remove Existing Concrete Curb and Gutter	LF	2260	37	83,620.-

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
3C	Sawcut and Remove Concrete Driveway Approach	SF	1850	3.70	6,845.-
4	Grading and Site Preparation (For details see below items)	--	--		
4A	Grading	LS	1		334,100
4B	Construct Concrete Sidewalk	SF	9870	7.-	69,090.-
4C	Construct Concrete Curb and Gutter	LF	2240	33.-	73,920.-
4D	Construct Concrete Driveway Approach	SF	2500	8.50	21,250.-
4E	Construct Crushed Miscellaneous Base (CMB)	TON	1820	30	54,600.-
4F	Raised Amphitheater/ Seating Area with Boulder Seating	LS	1		11,300.-
4G	Relocate Existing Water Meter Box and Cover	EA	5	100	500.-
4H	Provide Erosion Control and BMPs	LS	1		25,000.-
4I	Prepare and Process SWPPP	LS	1		25,000.-
5	Export (For details see below items)	--	--		
5A	Unclassified Excavation	CY	25	65	1,625.-
5B	Unclassified Fill	CY	5	30	150.-
6	Water Connection and Irrigation Main Line (For details see below items)	--	--		
6A	Water Connection and Irrigation Mainline as Needed for Irrigation	EA	2	5,600.-	11,200.-
6B	Furnish and Install New 3/4" Copper Water Pipeline	LF	380	46.-	70,480.-
7	Electrical Connection Including Pedestal (Not Used)	NA	NA		
8	Conduit & Wire in Trench for Irrigation Controller	EA	2	500	1,000.-
9	Subdrainage	EA	3	675.-	2,025.-
10	Post Pedestrian Lighting (LED) (For details see below items)	--	--		
10A	Furnish and Install 3' Solar LED Bollard Light	EA	329	1,700	559,300
10B	Furnish and Install 14' Solar LED Pedestrian Light	EA	6	6,270	37,620

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
11	Miscellaneous Footings/Foundations (For details see below items)	--	--		
11A	Install New Post and Sign	EA	138	236	32,568.-
11B	Furnish and Install Boulders	LF	1,600	40	64,000.-
11C	Furnish and Install Removable Bollard	EA	60	1,200	72,000.-
12	Bioswale Construction	SF	4,456	20	89,120.-
13	Permeable Concrete Multi-Use Path	SF	38870	15	583,050.-
14	Decomposed Granite Walking Path (For details see below items)	--	--		
14A	Construct Decomposed Granite Surface 4" Thick	SF	28080	2	56,160.-
14B	Construct Aluminum Edging	LF	9,360	16.50	154,440.-
15	Soil Amendment and Plant Preparation	SF	163,000	20	32,600.-
16	Irrigation (For details see below items)	--	--		
16A	Irrigation Sleeving Under Paving	LF	625	58	36,250
16B	Irrigation Sleeving Under DG Paths and Dry Stream/ Bioswale	LF	490	22	10,780
16C	Spray Landscape Irrigation System	SF	153,450	1.50	230,175
17	Weed Control	SF	163,000	.05	8,650
18	Landscape Edging (For Special Meditation/ Walking Path)	LS	1		9,900
19	Mulch for Planting and Other Gathering Space (Material Only, Installation by CCC)	SF	155,750	.42	65,415.-
20	Trees with Staking (24" Box)	EA	342	305	104,310
21	Native Shrubs/Grasses (For details see below items)	--	--		
21A	Native Shrub Planting (1 Gallon)	EA	3,540	13.-	46,020
21B	Native Shrub Planting (15 Gallon)	EA	350	135	47,250
21C	Sodded Native Grass	SF	3,990	2.-	7,980

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
21D	Seeded Native Ground Cover	SF	13,160	225	3,290
22	Plant Establishment	LS	1		12,000
23	Funding Acknowledgement Sign	EA	2	1,500	3,000
24	Wayfinding Signage	EA	20	385	7,700
25	Natural Plan Area with Fiber Surfacing (For details see below items)	--	--		
25A	Toddler's Playground Equipment and Rubberized Surface	EA	1		84,810
25B	Children's Playground Equipment and Rubberized Surface	EA	1		111,308
26	Fitness Equipment (Single Unit)	EA	6	8,535	51,210
27	Bike Racks and Drinking Fountains (For details see below items)	--	--		
27A	Bike Racks	EA	3	1,050	3,150
27B	Drinking Fountain	EA	3	6,000	18,000
28	Trash Cans (Permanently Installed)	EA	13	790	10,270.-
29	Interpretive Signs	LS	1		33,000
30	Access Ramps/Stripping (For details see below items)	--	--		
30A	Construct Concrete Curb Ramp	EA	20	2,176	43,520
30B	Traffic Signing, Striping, Markings and Curb Painting	LS	1		27,193
31	Sitting Area Benches (For details see below items)	--	--		
31A	Install 6' Long Sitting Area Benches Provided by City	EA	18	350	6,300
31B	8' Handicap Accessible Picnic Tables	EA	3	1,400	4,200
32	Sawcut and Remove Existing AC Speed Bump	EA	1		5,060
33	Construct New AC Speed Bump	EA	1		9,570
TOTAL AMOUNT BID IN FIGURES					\$3,598,928

TOTAL AMOUNT BID IN WORDS:

THREE million five hundred eighty eight
thousand nine hundred eight

Dollars

Bidder's Signature Farid Soroudi

President and Secretary

Title

Environmental Construction, Inc.

Company Name

DESIGNATION OF SUBCONTRACTORS

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

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

PORTION OF WORK,
MATERIALS, OR EQUIPMENT

TG JACA 714-921-3542
ORANGE, CA #774195
Dir 1000002326

Rubber Sulfur
Play asphalt

Super pavement Marking
EYRESS, CA 714-995-9100
#776306
Dir 1000001476

Striping

CALITORINA BORING
ANAHIM, CA
714-632-1596
#926908
Dir 1000004237

DIRECTIONAL BORING

MTGL 714-632-2555
ANAHIM Dir #1000006646

Geo-Technical Eng

WHITHMAN 662-255-1099
WALNUT 712068
1000034714

ELECTRICAL

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

DESIGNATION OF SUBCONTRACTORS

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

[illegible]

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[illegible]

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

REFERENCES

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

1. Norwalk - La Mirada Unified School District / 12820 Pioneer Blvd., Norwalk, CA 90650

Name and Address of Agency
Cindy Jimenez / 562-210-2047

Name and telephone number of person familiar with project

\$6,576,473	Site development / landscape renovation	07-10-19
Contract amount	Type of work	Date completed
2. City of Westlake Village / 31200 Oak Crest Drive, Westlake Village, CA 91361

Name and Address of Agency
Jessica Arden / 818-706-1613

Name and telephone number of person familiar with project

\$3,721,391	New park construction	10-18-19
Contract amount	Type of work	Date completed
3. City of Fullerton / 303 W. Commonwealth Ave., Fullerton, CA 92832

Name and Address of Agency
Kevin Kwak / 714-738-6865

Name and telephone number of person familiar with project

\$4,546,012	Improvements to existing park	08-16-18
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:

Surety: Vigilant Insurance Company / 202B Hall's Mill Road, Whitehouse Station, NJ 08889 / 908-903-3493
Broker: Alliant Insurance Services, Inc. / 1301 Dove Street, Suite 200, Newport Beach, CA 92660 / 949-660-5953
General Liability Insurer: Landmark American Insurance Company / 945 East Paces Ferry Road, Suite 1800, Atlanta, GA 30326-1160 / 404-231-2366
Broker: Alliant Insurance Services, Inc. / 1301 Dove Street, Suite 200, Newport Beach, CA 92660-2436 / 949-660-5956

Excess Liability Insurer: Aspen American Insurance Company / 175 Capital Blvd., Suite 300, Rocky Hill, CT 06067 / 860-258-3500
Broker: Alliant Insurance Services, Inc. / 1301 Dove Street, Suite 200, Newport Beach, CA 92660-2436 / 949-660-5956

Commercial Auto Insurer: AmGUARD Insurance Company / 16 South River Street, Wilkes-Barre, PA 18703 / 570-825-9900
Broker: Frank Foroutan Insurance Agency Inc. / 11859 Wilshire Blvd, Suite 685, Los Angeles, CA 90025 / 310-481-4280

W/C Insurer: Cypress Insurance Company / 1314 Douglas Street, Suite 1300, Omaha, NE 68102 / 888-495-8949
Broker: Alliant Insurance Services, Inc. / 1301 Dove Street, Suite 200, Newport Beach, CA 92660-2436 / 949-660-5956

ENVIRONMENTAL CONSTRUCTION - COMPLETED PROJECTS

PROJECT NAME	Price	Type of Work	Date of Completion	Owner	Contact Name	Email Address	Phone Number
Lindero Linear Park Project -- Phase 1 and 2	3,721,391	Park Construction	10/18/2019	City of Westlake Village	Jessica Arden	jarden@willdan.com	818-706-1613
Corvallis Landscape Renovation	6,576,473	School Work Landscaping / Site Improvement	7/10/2019	Norwalk - La Mirada Unified School District	Cindy Jimenez	Climenez@nlmusd.k12.ca.us	562-210-2047
Replacement of Water Intensive Landscaping -- Campus Entry and D1/E1	8/17/4404	Landscaping / Site Development	5/8/2019	Los Angeles Community College District	Steve Paine	PaineSM@email.laccd.edu	213-891-2381
Hillcrest Park	4,546,012	Park Construction Site Improvement	8/16/2018	City of Fullerton	Kevin Kwak	kevink@ci.fullerton.ca.us	714-738-6865
Roosevelt Williams Park Improvements	2,703,167	Park Construction	6/22/2018	City of Banning	Kevin Sin	ksin@ci.banning.ca.us.	951-922-3140
Simi Valley High School New Parking Lot	1,395,590	School Work Site Improvement	5/31/2018	Simi Valley Unified School District	Jim McGregor	jim.mcgregor@simivalleyusd.org	805.306.4500 ext. 4462
Red Car Greenway Project	759,729	Site Improvement/Park Construction	3/24/2018	City of Long Beach	Laura Doyle Derry McMahon	terl.luce@longbeach.gov dmacmahon@koacorp.com	562-570-5755 310-525-0681
Vermont Miracle Park Project	1,538,508	Park Construction	11/1/2017	Los Angeles Neighborhood Land Trust	Hope Escario	hescario@lanlt.org	213-572-0188 x117
Cajon HS Track and Bleacher Renovations	2,335,597	School Work Site Improvement	10/15/2017	San Bernardino City Unified School District	Brian Watt	brian.watt@sbcsd.k12.ca.us	909-388-6100
Big Canyon Restoration	1,941,314	Park Construction	6/30/2017	City of Newport Beach	Robert Stein	rstein@newportbeachca.gov	949-644-3322
Trabuco Hills HS - Synthetic Turf & Track Replacement	790,485	Soccer Field Synthetic Turf	4/28/2017	Saddleback Valley Unified School District	Doug Monfils Eric Jennings	douglas.Monfils@svusd.org ericj@byrom-davey.com	949-580-3494 858-829-4076
E Street Park	2,389,107	Park Construction	4/14/2017	San Bernardino Regional Water Resources Authority- San Bernardino Valley Municipal Water District	Wen Huang	wenh@sbywmwd.com	909-387-9223
Chumash Park	1,528,457	Park Construction	2/27/2017	Rancho Simi Recreation and Park District	Tom Evans	tom@rsrpd.us	805-584-4422

ENVIRONMENTAL CONSTRUCTION - COMPLETED PROJECTS

State Street Park and Safe Routes to School Cycle 8-9	4,128,532	Park Construction	1/13/2017	City of South Gate	Kenneth Tang	ktang@sogate.org	323-563-9574
Joint Use Area at Yorba Linda HS	6,069,079	School Work Athletic Field	9/16/2016	Placentia-Yorba Linda Unified School District	Dave Walser Robert Uribe (PM of	dwalsen@pylusd.org Robert@wlcarchitects.com	714-293-1684 909.938.6535
Runkle Canyon Park	1,681,565	Park Construction	9/5/2016	Rancho Simi Recreation and Park District	Tom Evans	tom@rsrpd.us	805-584-4422
Oso Creek Multi-Use Trail Project	3,573,315	Park Construction Trail/Site Development	3/5/2016	City of Laguna Niguel - DPW	Nasser Abbaszadeh	nabbaszadeh@cityoflagunaniguel.com	949-362-4377
Robert B Diemer WTP South Slope Revegetation	972,038	Site Improvement Native Planting	2/26/2016	Metropolitan Water District of Southern California	Robert Ponce De Leon	RPonseDeLeon@mwdh2o.com	213-217-8802
Helen Keller Park Remediation	3,901,055	Park Construction Hazardous Abatement	1/10/2016	Los Angeles County - DPW	Ryan Kristan	rkristan@dlwp.lacounty.gov	626-300-3271
Patriot Park Soccer Complex	2,780,152	Park Construction Synthetic Turf	7/15/2015	City of Perris	David Martinez	dmartinez@cityofperris.org	951-943-5003 x 228
La Paz Open Space Improvement	1,108,403	Park Construction	3/22/2015	City of Laguna Hills	Kenneth Rosenfield	krosenfield@lagunahillscs.gov	949-707-2650
Sunset Ridge Park	5,387,986	Park Construction	12/4/2014	City of Newport Beach	Marcus Puglis	mpuglisi@newportbeach.gov	949-795-6942
Wilson High School	728,977	School Work - Site Development	10/4/2014	Los Angeles Unified School District	Howard Kuttler	howard.kuttler@lausd.net	213-276-2807
Washington Preparation HS	4,004,106	Synthetic Turf School Work	4/5/2014	Los Angeles Unified School District	Sofian Boudiaf		213-241-7556
Oakbrook Neighborhood Park Improvement	1,122,316	Park Construction	7/9/2013	Conejo Recreation & Park District	Shauna Wealty		805-495-6471
Spring Street Park - Phase II	1,550,574	Park Construction	6/14/2013	City of LA - Dept. of Recreation and Parks	Paul Tseng	paul.tseng@lacity.org	213-485-4296
Silverhawk Parks Rehab	1,374,716	Park Construction	4/1/2013	County of Riverside	Mike Franklin	mfranklin@rivcoeda.org	951-955-6686
Dos Vientos Playfield	4,641,697	Park Construction Grading	2/20/2013	Conejo Recreation & Park District	Tom Hare	thare@crpd.org	805-495-6471 x1111
Lower Buck Gully Channel Rest	1,263,769	Native Planting Storm Channel	7/19/2012	City of Newport Beach	Bob Stein		949-644-3311
Riverside Ramona High School	3,364,388	School Work -Site Improvement	5/13/2012	Riverside Unified School District	Keneth Sharum	ksharum@rusd.k12.ca.us	951-788-7496 x84050
Trancas Canyon Park	2,835,375	Park Construction Grading	5/15/2011	City of Malibu	Arthur Aladjajian		310-456-2489

ENVIRONMENTAL CONSTRUCTION - COMPLETED PROJECTS

Elysian Park	878,702	Park Construction	2/23/2011	City of LA - Park & Recreation Dept.	Jo Ann Zhang	213-473-9712
Los Rios Park & Parking Improvement	3,156,458	Park Construction	8/30/2009	City of San Juan Capistrano	Khoon Tan	949-443-6353
Mariners Park Improvements	555,633	Park Construction	5/24/2008	City of Newport Beach	Frank Tran	949-644-3340
Manhattan Village Soccer Park	1,736,000	Park Construction	4/8/2008	City of Manhattan Beach	Ish Medrano	310-802-5357

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 Environmental Construction, Inc.

Business Address: 21550 Oxnard Street, Suite 1060, Woodland Hills, CA 91367

Telephone 818-449-8920

State Contractor's License No. and Class: 498624 / A,B,C10,C27,HAZ,ASB

Original Date Issued 01-10-05 Expiration Date 01-31-21

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

Environmental Construction, Inc.

Farid Soroudi / President / 21550 Oxnard Street, Suite 1060, Woodland Hills, CA 91367 / 818-449-8920

Farid Soroudi / Secretary / 21550 Oxnard Street, Suite 1060, Woodland Hills, CA 91367 / 818-449-8920

Farid Soroudi / Treasurer / 21550 Oxnard Street, Suite 1060, Woodland Hills, CA 91367 / 818-449-8920

Farid Soroudi / Manager / 21550 Oxnard Street, Suite 1060, Woodland Hills, CA 91367 / 818-449-8920

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

N/A

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


Environmental Construction, Inc.

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, title, hands, and seals of all forenamed principals this 9th day of December, 2019.

BIDDER Environmental Construction, Inc.

Farid Soroudi / President / 21550 Oxnard Street, Suite 1060, Woodland Hills, CA 91367 / 818-449-8920
Farid Soroudi / Secretary / 21550 Oxnard Street, Suite 1060, Woodland Hills, CA 91367 / 818-449-8920
Farid Soroudi / Treasurer / 21550 Oxnard Street, Suite 1060, Woodland Hills, CA 91367 / 818-449-8920
Farid Soroudi / Manager / 21550 Oxnard Street, Suite 1060, Woodland Hills, CA 91367 / 818-449-8920

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

Farid Soroudi

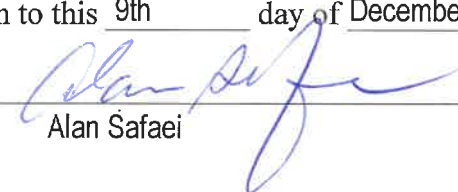
Printed Name

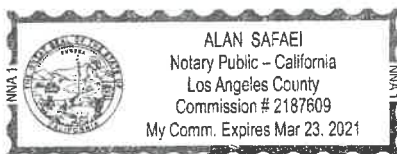
President and Secretary

Title

Subscribed and sworn to this 9th day of December, 2019.

NOTARY PUBLIC


Alan Safaei



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

HUNTINGTON PARK LINEAR GREENWAY PROJECT

FY 2019/2020
CIP NO 2018-08

IN THE CITY OF HUNTINGTON PARK

KNOW ALL MEN BY THESE PRESENTS that Environmental Construction, Inc.
as BIDDER, and Vigilant Insurance Company
as SURETY, are held and firmly
bound unto the City of Huntington Park, as AGENCY, in the penal sum of

Ten Percent of the Total Amount Bid
dollars (\$ 10% of Bid), 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
25th day of November, 20 19.

BIDDER* Environmental Construction, Inc. 21550 Oxnard Street, Suite 1060
Woodland Hills, CA 91367 (818) 449-8920

Farid Borouadi - President & Secretary
SURETY* Vigilant Insurance Company 555 South Flower Street, Third Floor
Los Angeles, CA 90071 (213) 612-5574

Heather Saltarelli
Heather Saltarelli, Attorney-in-Fact 1301 Dove St., #200, Newport Beach, CA 92660 (949) 756-0271
Subscribed and sworn to this _____ day of _____, 20 ____.

NOTARY PUBLIC _____ See Attached Notary Acknowledgment

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

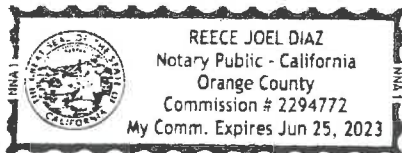
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
 County of Orange)
 On NOV 25 2019 before me, Reece Joel Diaz, Notary Public
 Date Here Insert Name and Title of the Officer
 personally appeared Heather Saltarelli
 Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature [Signature]
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
 Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
 Other: _____
 Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
 Other: _____
 Signer Is Representing: _____



Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint Rhonda C. Abel, Jeri Apodaca, Kim Luu, Michael D. Parizino, Rachelle Rheault, Heather Saltarelli and James A. Schaller of Newport Beach, California -----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this 14th of August, 2019.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary



Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS.

On this 14th of August, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2318685
Commission Expires July 16, 2024

Katherine J. Adelaar
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this **November 25, 2019**



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903- 3493

Fax (908) 903- 3656

e-mail: surety@chubb.com

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Los Angeles)

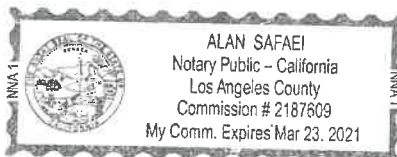
On 11-25-2019 before me, ALAN SAFAEI (NOTARY PUBLIC)
Date Here Insert Name and Title of the Officer

personally appeared FARID SOROUDI
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Alan Safaei
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE
FOR

HUNTINGTON PARK LINEAR GREENWAY PROJECT

**FY 2019/2020
CIP NO 2018-08**

IN THE CITY OF HUNTINGTON PARK

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

QUESTIONNAIRE

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

Yes _____

No X _____

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

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:

Environmental Construction, Inc.

Contractor Name

1000009515

Contractor Department of Industrial Relations Registration Number:

06-30-22

Expiration Date of Registration Number

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

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, Farid Soroudi am the President and Secretary
(Print name of person responsible for submitting proposal) (Title with proposing entity)

of Environmental Construction, Inc. (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.

9th December 2019
Executed this day of at (month and year) (city and state) Woodland Hills, California

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


Farid Soroudi
President and Secretary
Environmental Construction, Inc.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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

State of California)

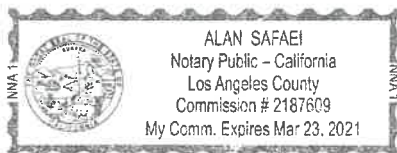
County of Los Angeles)On 12-9-2019 before me, ALAN SAFAEI (NOTARY public),
Date Here Insert Name and Title of the Officerpersonally appeared FARID SORODI

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

Signer's Name: _____

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

Signer Is Representing: _____

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:

Farid Soroudi

I am the President and Secretary (Print name of person responsible for submitting proposal)
(Title with proposing entity)

of Environmental Construction, Inc. (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.

9th December 2019

Executed this day of at (month and year) (city and state) Woodland Hills, California

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


Farid Soroudi
President and Secretary
Environmental Construction, Inc.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Los Angeles)

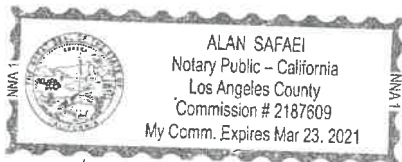
On 12-09-2019 before me, ALAN SAFAEI (NOTARY PUBLIC)
Date Here Insert Name and Title of the Officer

personally appeared FARID SOROUJ
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Alan Safaei
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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Capacity(ies) Claimed by Signer(s)

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☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

November 6, 2019

CITY OF HUNTINGTON PARK

Addendum No. 1

NOTICE INVITING BID FOR HUNTINGTON PARK GREENWAY PROJECT PROJECT NO.: 2018-08

The following modifications are hereby made a part of the Notice Inviting Bid (NIB) and supersede, replace, and/or amend the provisions included in the original NIB. The following addendum is hereby made a part of the NIB:

- A mandatory project job-walk will take place on November 14, 2019 at 9:00 AM in front of the empty lot located in between 3424-3452 Walnut Street
- Contractor must hold and honor bid unit prices for a period of six (6) months after bid submittal
- Bid Item No. 19 – Mulch for Planting and Other Gathering Space (Material Only, Installation by CCC): Installation of material shall be by California Conservation Corps (CCC), Contractor to coordinate with CCC for delivery and installation.

End of Addendum No. 1

By order of the City of Huntington Park, Public Works Department

By: Cesar Roldan
Cesar Roldan, Engineering Services Manager

Date: November 6, 2019

**NOTICE INVITING BID FOR
HUNTINGTON PARK GREENWAY PROJECT
PROJECT NO.: 2018-08**

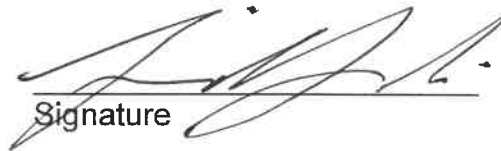
Any and all notifications or Addendums must be acknowledged via signature by the Bidder and made part of and incorporated as part of the Bidder's proposal.

Statement of Bidder Acknowledgment

Please sign the acknowledgment below and include it as part of your Bid Proposal.

Environmental Construction, Inc.

Contractor Name



Signature

12-09-19

Date

President and Secretary

Title

Hereby acknowledge receipt of Addendum No. 1 to NOTICE INVITING BID FOR HUNTINGTON PARK GREENWAY PROJECT PROJECT NO.: 2018-08 and have considered these in the preparation of my proposal. This Addendum shall become part of any contract made pursuant thereto.

cc: Office of City Clerk

November 27, 2019

CITY OF HUNTINGTON PARK

Addendum No. 2

NOTICE INVITING BID FOR HUNTINGTON PARK GREENWAY PROJECT PROJECT NO.: 2018-08

The following modifications are hereby made a part of the Notice Inviting Bid (NIB) and supersede, replace, and/or amend the provisions included in the original NIB. The following addendum is hereby made a part of the NIB:

- City of Huntington Park will allow C-27 licensed contractors to bid on this project. California Code of Regulations
 - Title 16, Division 8, Article 3. Classifications
 - A landscape contractor constructs, maintains, repairs, installs, or subcontracts the development of landscape systems and facilities for public and private gardens and other areas which are designed to aesthetically, architecturally, horticulturally, or functionally improve the grounds within or surrounding a structure or a tract or plot of land. In connection therewith, a landscape contractor prepares and grades plots and areas of land for the installation of any architectural, horticultural and decorative treatment or arrangement.
- A mandatory project job-walk will take place on Tuesday, December 3, 2019 at 9:00 AM in front of the empty lot located in between 3424-3452 Walnut Street
 - **Contractors that attended and signed in at the mandatory project job-walk meeting that took place on November 14, 2019 do not have to attend.**
- **The new bid date will take place on Tuesday, December 10, 2019 at 2:00 PM instead of Wednesday, December 5, 2019 at 2:10 PM.**

End of Addendum No. 2

New bid date: Tuesday, December 10, 2019 at 2:00 PM

By order of the City of Huntington Park, Public Works Department

By: Cesar Roldan
Cesar Roldan, Engineering Services Manager

Date: November 27, 2019

**NOTICE INVITING BID FOR
HUNTINGTON PARK GREENWAY PROJECT
PROJECT NO.: 2018-08**

Addendum No. 2


Any and all notifications or Addendums must be acknowledged via signature by the Bidder and made part of and incorporated as part of the Bidder's proposal.

Statement of Bidder Acknowledgment

Please sign the acknowledgment below and include it as part of your Bid Proposal.

Environmental Construction, Inc.

Contractor Name



Signature

12-09-19

Date

President and Secretary

Title

Hereby acknowledge receipt of Addendum No. 2 to NOTICE INVITING BID FOR HUNTINGTON PARK GREENWAY PROJECT PROJECT NO.: 2018-08 and have considered these in the preparation of my proposal. This Addendum shall become part of any contract made pursuant thereto.

cc: Office of City Clerk

PROPOSAL
FOR
HUNTINGTON PARK LINEAR GREENWAY PROJECT
FY 2019/2020
CIP NO 2018-08

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 one-hundred and eighty (180) 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

HUNTINGTON PARK LINEAR GREENWAY PROJECT

FY 2019/2020

CIP NO 2018-08

IN THE CITY OF HUNTINGTON PARK

The undersigned declares that he/she has carefully examined the location of the proposed work, that he/she 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	LS	1	200,000.00	200,000.00
2	Site Clear and Grub (For details see below items)	--	--		
2A	Remove Existing Fence and Post	LF	4240	5.00	21,200.00
2B	Remove Existing Sign and Post	EA	21	80.00	1,680.00
2C	Remove Existing Tree/Bush and Root	EA	14	300.00	4,200.00
2D	Remove Irrigation Valve and its Appurtenances	EA	21	200.00	4,200.00
2E	Remove Hose Bib and its Appurtenances	EA	58	200.00	11,600.00
2F	Remove Existing Block Wall and Footing	LF	50	300.00	15,000.00
2G	Remove Existing Structure	SF	485	50.00	24,250.00
3	Removal of Concrete at Access Points (For details see below items)	--	--		
3A	Sawcut and Remove Existing Concrete Sidewalk	SF	9480	5.00	47,400.00
3B	Sawcut and Remove Existing Concrete Curb and Gutter	LF	2260	20.00	45,200.00

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
3C	Sawcut and Remove Concrete Driveway Approach	SF	1850	7.00	12950.00
4	Grading and Site Preparation (For details see below items)	--	--		
4A	Grading	LS	1	250,000.00	250,000.00
4B	Construct Concrete Sidewalk	SF	9870	10.00	98700.00
4C	Construct Concrete Curb and Gutter	LF	2240	55.00	123200.00
4D	Construct Concrete Driveway Approach	SF	2500	15.00	37500.00
4E	Construct Crushed Miscellaneous Base (CMB)	TON	1820	50.00	91000.00
4F	Raised Amphitheater/ Seating Area with Boulder Seating	LS	1	30050.00	30050.00
4G	Relocate Existing Water Meter Box and Cover	EA	5	300.00	1500.00
4H	Provide Erosion Control and BMPs	LS	1	25000.00	25000.00
4I	Prepare and Process SWPPP	LS	1	40000.00	40000.00
5	Export (For details see below items)	--	--		
5A	Unclassified Excavation	CY	25	70.00	1750.00
5B	Unclassified Fill	CY	5	70.00	350.00
6	Water Connection and Irrigation Main Line (For details see below items)	--	--		
6A	Water Connection and Irrigation Mainline as Needed for Irrigation	EA	2	100,000.00	200,000.00
6B	Furnish and Install New 3/4" Copper Water Pipeline	LF	380	50.00	19000.00
7	Electrical Connection Including Pedestal (Not Used)	NA	NA		
8	Conduit & Wire in Trench for Irrigation Controller	EA	2	8000.00	16000.00
9	Subdrainage	EA	3	1000.00	3000.00
10	Post Pedestrian Lighting (LED) (For details see below items)	--	--		
10A	Furnish and Install 3' Solar LED Bollard Light	EA	329	1,720.00	565,880.00
10B	Furnish and Install 14' Solar LED Pedestrian Light	EA	6	5000.00	30,000.00

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
11	Miscellaneous Footings/Foundations (For details see below items)	--	--		
11A	Install New Post and Sign	EA	138	200.00	27600.00
11B	Furnish and Install Boulders	LF	1,600	40.00	64000.00
11C	Furnish and Install Removable Bollard	EA	60	800.00	48000.00
12	Bioswale Construction	SF	4,456	30.00	133680.00
13	Permeable Concrete Multi-Use Path	SF	38870	8.00	310960.00
14	Decomposed Granite Walking Path (For details see below items)	--	--		
14A	Construct Decomposed Granite Surface 4" Thick	SF	28080	7.00	196560.00
14B	Construct Aluminum Edging	LF	9,360	9.00	84240.00
15	Soil Amendment and Plant Preparation	SF	163,000	.30	48900.00
16	Irrigation (For details see below items)	--	--		
16A	Irrigation Sleeving Under Paving	LF	625	100.00	62500.00
16B	Irrigation Sleeving Under DG Paths and Dry Stream/ Bioswale	LF	490	50.00	24500.00
16C	Spray Landscape Irrigation System	SF	153,450	2.00	306900.00
17	Weed Control	SF	163,000	.10	16300.00
18	Landscape Edging (For Special Meditation/ Walking Path)	LS	1	15000.00	15000.00
19	Mulch for Planting and Other Gathering Space (Material Only, Installation by CCC)	SF	155,750	.20	31150.00
20	Trees with Staking (24" Box)	EA	342	300.00	102600.00
21	Native Shrubs/Grasses (For details see below items)	--	--		
21A	Native Shrub Planting (1 Gallon)	EA	3,540	10.00	35400.00
21B	Native Shrub Planting (15 Gallon)	EA	350	150.00	52500.00
21C	Sodded Native Grass	SF	3,990	7.00	27930.00

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
21D	Seeded Native Ground Cover	SF	13,160	1.00	13160.00
22	Plant Establishment	LS	1	10,000.00	10000.00
23	Funding Acknowledgement Sign	EA	2	1000.00	2000.00
24	Wayfinding Signage	EA	20	1000.00	20,000.00
25	Natural Plan Area with Fiber Surfacing (For details see below items)	--	--		
25A	Toddler's Playground Equipment and Rubberized Surface	EA	1	120,000.00	120,000.00
25B	Children's Playground Equipment and Rubberized Surface	EA	1	160,000.00	160,000.00
26	Fitness Equipment (Single Unit)	EA	6	60,000.00	60,000.00
27	Bike Racks and Drinking Fountains (For details see below items)	--	--		
27A	Bike Racks	EA	3	2000.00	6000.00
27B	Drinking Fountain	EA	3	8000.00	24,000.00
28	Trash Cans (Permanently Installed)	EA	13	1200.00	15,600.00
29	Interpretive Signs	LS	1	5000.00	5000.00
30	Access Ramps/Stripping (For details see below items)	--	--		
30A	Construct Concrete Curb Ramp	EA	20	5000.00	100,000.00
30B	Traffic Signing, Striping, Markings and Curb Painting	LS	1	8000.00	8000.00
31	Sitting Area Benches (For details see below items)	--	--		
31A	Install 6' Long Sitting Area Benches Provided by City	EA	18	1500.00	27,000.00
31B	8' Handicap Accessible Picnic Tables	EA	3	2000.00	6000.00
32	Sawcut and Remove Existing AC Speed Bump	EA	1	5000.00	5000.00
33	Construct New AC Speed Bump	EA	1	10,000.00	10,000.00
TOTAL AMOUNT BID IN FIGURES					\$4,101,090.00

TOTAL AMOUNT BID IN WORDS:

Four million, one hundred one thousand, ninety dollars,
and zero cents

Dollars

David L. Auer

Bidder's Signature

President

Title

Green Giant Landscape, Inc.

Company Name

DESIGNATION OF SUBCONTRACTORS

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

<u>NAME, ADDRESS, LICENSE NO., AND PHONE NUMBER OF SUBCONTRACTORS, SUPPLIERS, AND VENDORS</u>	<u>PORTION OF WORK, MATERIALS, OR EQUIPMENT</u>
Stewart Electric # 406 096 ex 6/30/21 21400 Orange Ave Perris CA 92570 909-732-9871	electrical
On Point Landscape Survey 1910 Orange Tree Lane, Suite 344 Redlands, CA 92374 909-792-2221 Surveyor # 8133 engineer # 80387	survey
TJ Janca #774195 C-61, D34, D12 2322 N. Batavia St. 101 1/31/20 Orange, CA 92865 714-921-3940	playground installer + PIP Surfacing

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

REFERENCES

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

1. City of Rosemead 8838 E Valley Blvd. Rosemead, CA
Name and Address of Agency
Rafael Fajardo / Public Works 626-569-2150
Name and telephone number of person familiar with project
\$1,230,000 - Park Renovation 2017
Contract amount Type of work Date completed
2. City of Anaheim 200 S. Anaheim Blvd. Anaheim, CA
Name and Address of Agency
Patrick Kelley 714-765-5155
Name and telephone number of person familiar with project
\$847,000 - Park renovation 2019
Contract amount Type of work Date completed
3. City of Santa Ana P.O. Box 1988 Santa Ana 92702
Name and Address of Agency
Mike Ortiz 714-615-0892
Name and telephone number of person familiar with project
\$377,200 - Civic Center ADA 2019
Contract amount Type of work Date completed

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

<u>Coats Surety Service</u>	<u>Philadelphia Ins. Co.</u>
<u>P.O. Box 6189</u>	<u>251 S. Lake Ave Suite 360</u>
<u>Laguna Niguel, CA 92607</u>	<u>Pasadena CA 91101</u>
<u>949-457-1060</u>	<u>626 639 1321</u>

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

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

AFFIRMATIVE ACTION CERTIFICATION

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

NON-COLLUSION AFFIDAVIT

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

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name Green Giant Landscape, Inc.

Business Address: 941-A Macy St.
La Habra, CA 90631

Telephone 562-690-6208

State Contractor's License No. and Class: 670478, A, C-13, C-27

Original Date Issued 1990 Expiration Date 5/31/20

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:

Dmald L. Henderson 941-A Macy St. La Habra CA 90631
Rosie Tokdo Same address

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

N/A

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

N/A

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, title, hands, and seals of all forenamed principals this 10 day of Dec, 2019.

BIDDER Green Giant Landscape, Inc.
941-A Mag St.
La Habra, CA 90631

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



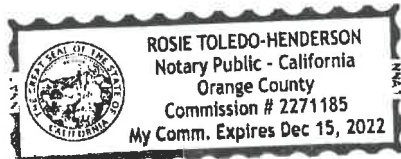
Signature of Contractor's Representative

Donald L. Henderson
Printed Name

President
Title

Subscribed and sworn to this 10 day of December, 2019.

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

HUNTINGTON PARK LINEAR GREENWAY PROJECT

**FY 2019/2020
CIP NO 2018-08**

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.

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

HUNTINGTON PARK LINEAR GREENWAY PROJECT

FY 2019/2020
CIP NO 2018-08

IN THE CITY OF HUNTINGTON PARK

KNOW ALL MEN BY THESE PRESENTS that Green Giant Landscape, Inc.
Philadelphia Indemnity Insurance Company, as BIDDER, and
Philadelphia Indemnity Insurance Company, as SURETY, are held and firmly
bound unto the City of Huntington Park, as AGENCY, in the penal sum of

Four hundred ten thousand one hundred nine dollars
dollars (\$ 410,109.00), which is ten percent of the
total amount bid by BIDDER to AGENCY for the above stated project, for the payment of which
sum, BIDDER and SURETY agree to be bound, jointly and severally, firmly by these presents.

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

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals, this
2nd day of December, 2019.

BIDDER* Green Giant Landscape, Inc. - 941-A Macy St., La Habra, CA 90631 - (562)690-6208

SURETY* Philadelphia Indemnity Insurance Company - 251 S. Lake Avenue, Suite 360, Pasadena, CA 91101 - (626)639-1328

Matthew J. Coats
Matthew J. Coats, Attorney-in-Fact
Subscribed and sworn to this _____ day of _____, 20____.

NOTARY PUBLIC _____

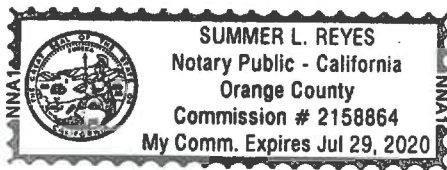
*Provide BIDDER/SURETY name, address and telephone number and the name, title, address
and telephone number of authorized representative.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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

State of California)
County of Orange)
On DEC 02 2019 before me, Summer L. Reyes, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Matthew J. Coats
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Linda D. Coats and Matthew J. Coats of Coats Surety Insurance Services, Inc.**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$50,000,000.00**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PHILADELPHIA INDEMNITY INSURANCE COMPANY** on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

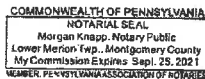
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.

(Seal)



Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public: _____

residing at: _____

My commission expires: _____

Morgan Knapp
Bala Cynwyd, PA
September 25, 2021

(Notary Seal)

I, Edward Sayago, Corporate Secretary of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 2nd day of December, 20 19.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On 12/10/19 before me, Rosie Toledo-Henderson, Notary Public
(Here insert name and title of the officer)

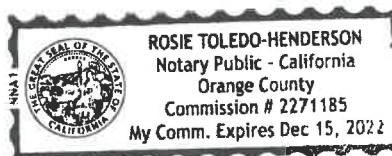
personally appeared Donald L. Henderson,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

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

WITNESS my hand and official seal.

Rosie Toledo-Henderson
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

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



BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE
FOR

HUNTINGTON PARK LINEAR GREENWAY PROJECT

FY 2019/2020
CIP NO 2018-08

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 cash, a cashier's check or a certified check accompanies the proposal.

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

FOR

HUNTINGTON PARK LINEAR GREENWAY PROJECT

**FY 2019/2020
CIP NO 2018-08**

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.

Bid

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:

Green Giant Landscape, Inc.

Contractor Name

1000014238

Contractor Department of Industrial Relations Registration Number:

6/30/20

Expiration Date of Registration Number

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

November 6, 2019

CITY OF HUNTINGTON PARK

Addendum No. 1

NOTICE INVITING BID FOR HUNTINGTON PARK GREENWAY PROJECT PROJECT NO.: 2018-08

The following modifications are hereby made a part of the Notice Inviting Bid (NIB) and supersede, replace, and/or amend the provisions included in the original NIB. The following addendum is hereby made a part of the NIB:

- A mandatory project job-walk will take place on November 14, 2019 at 9:00 AM in front of the empty lot located in between 3424-3452 Walnut Street
- Contractor must hold and honor bid unit prices for a period of six (6) months after bid submittal
- Bid Item No. 19 – Mulch for Planting and Other Gathering Space (Material Only, Installation by CCC): Installation of material shall be by California Conservation Corps (CCC), Contractor to coordinate with CCC for delivery and installation.

End of Addendum No. 1

By order of the City of Huntington Park, Public Works Department

By: Cesar Roldan
Cesar Roldan, Engineering Services Manager

Date: November 6, 2019

**NOTICE INVITING BID FOR
HUNTINGTON PARK GREENWAY PROJECT
PROJECT NO.: 2018-08**

Any and all notifications or Addendums must be acknowledged via signature by the Bidder and made part of and incorporated as part of the Bidder's proposal.

Statement of Bidder Acknowledgment

Please sign the acknowledgment below and include it as part of your Bid Proposal.

Green Giant Landscape Inc. 
Contractor Name Signature

12/10/19 President
Date Title

Hereby acknowledge receipt of Addendum No. 1 to NOTICE INVITING BID FOR HUNTINGTON PARK GREENWAY PROJECT PROJECT NO.: 2018-08 and have considered these in the preparation of my proposal. This Addendum shall become part of any contract made pursuant thereto.

cc: Office of City Clerk

November 27, 2019

CITY OF HUNTINGTON PARK

Addendum No. 2

NOTICE INVITING BID FOR HUNTINGTON PARK GREENWAY PROJECT PROJECT NO.: 2018-08

The following modifications are hereby made a part of the Notice Inviting Bid (NIB) and supersede, replace, and/or amend the provisions included in the original NIB. The following addendum is hereby made a part of the NIB:

- City of Huntington Park will allow C-27 licensed contractors to bid on this project. California Code of Regulations
 - Title 16, Division 8, Article 3. Classifications
 - A landscape contractor constructs, maintains, repairs, installs, or subcontracts the development of landscape systems and facilities for public and private gardens and other areas which are designed to aesthetically, architecturally, horticulturally, or functionally improve the grounds within or surrounding a structure or a tract or plot of land. In connection therewith, a landscape contractor prepares and grades plots and areas of land for the installation of any architectural, horticultural and decorative treatment or arrangement.
- A mandatory project job-walk will take place on Tuesday, December 3, 2019 at 9:00 AM in front of the empty lot located in between 3424-3452 Walnut Street
 - **Contractors that attended and signed in at the mandatory project job-walk meeting that took place on November 14, 2019 do not have to attend.**
- The new bid date will take place on Tuesday, December 10, 2019 at 2:00 PM instead of Wednesday, December 5, 2019 at 2:10 PM.

End of Addendum No. 2

New bid date: Tuesday, December 10, 2019 at 2:00 PM

By order of the City of Huntington Park, Public Works Department

By: Cesar Roldan
Cesar Roldan, Engineering Services Manager

Date: November 27, 2019

Addendum No. 2

Statement of Bidder Acknowledgment

Please sign the acknowledgment below and include it as part of your Bid Proposal.

Contractor Name Green Giant Landscaping, Inc. Signature Donald J. Allen

Date 12/10/19

President

Hereby acknowledge receipt of Addendum No. 2 to NOTICE INVITING BID FOR HUNTINGTON PARK GREENWAY PROJECT PROJECT NO.: 2018-08 and have considered these in the preparation of my proposal. This Addendum shall become part of any contract made pursuant thereto.

cc: Office of City Clerk

PROPOSAL
FOR
HUNTINGTON PARK LINEAR GREENWAY PROJECT
FY 2019/2020
CIP NO 2018-08

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 one-hundred and eighty (180) 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
HUNTINGTON PARK LINEAR GREENWAY PROJECT

**FY 2019/2020
CIP NO 2018-08**

IN THE CITY OF HUNTINGTON PARK

The undersigned declares that he/she has carefully examined the location of the proposed work, that he/she 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	LS	1	98,000	98,000
2	Site Clear and Grub (For details see below items)	--	--		
2A	Remove Existing Fence and Post	LF	4240	8	33,920
2B	Remove Existing Sign and Post	EA	21	90	1,890
2C	Remove Existing Tree/Bush and Root	EA	14	1,100	15,400
2D	Remove Irrigation Valve and its Appurtenances	EA	21	50	1,050
2E	Remove Hose Bib and its Appurtenances	EA	58	25	1,450
2F	Remove Existing Block Wall and Footing	LF	50	40	2,000
2G	Remove Existing Structure	SF	485	3.50	1,697.50
3	Removal of Concrete at Access Points (For details see below items)	--	--		
3A	Sawcut and Remove Existing Concrete Sidewalk	SF	9480	2.50	23,700
3B	Sawcut and Remove Existing Concrete Curb and Gutter	LF	2260	16	36,160

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
3C	Sawcut and Remove Concrete Driveway Approach	SF	1850	2.75	5,087.50
4	Grading and Site Preparation (For details see below items)	--	--		
4A	Grading	LS	1	314,500	314,500
4B	Construct Concrete Sidewalk	SF	9870	6	59,220
4C	Construct Concrete Curb and Gutter	LF	2240	45	100,800
4D	Construct Concrete Driveway Approach	SF	2500	8.75	21,875
4E	Construct Crushed Miscellaneous Base (CMB)	TON	1820	50	91,000
4F	Raised Amphitheater/ Seating Area with Boulder Seating	LS	1	18,000	18,000
4G	Relocate Existing Water Meter Box and Cover	EA	5	500	2,500
4H	Provide Erosion Control and BMPs	LS	1	18,500	18,500
4I	Prepare and Process SWPPP	LS	1	8,500	8,500
5	Export (For details see below items)	--	--		
5A	Unclassified Excavation	CY	25	200	5,000
5B	Unclassified Fill	CY	5	50	250
6	Water Connection and Irrigation Main Line (For details see below items)	--	--		
6A	Water Connection and Irrigation Mainline as Needed for Irrigation	EA	2	5,600	11,200
6B	Furnish and Install New 3/4" Copper Water Pipeline	LF	380	20	7,600
7	Electrical Connection Including Pedestal (Not Used)	NA	NA		
8	Conduit & Wire in Trench for Irrigation Controller	EA	2	2,500	5,000
9	Subdrainage	EA	3	1,100	3,300
10	Post Pedestrian Lighting (LED) (For details see below items)	--	--		
10A	Furnish and Install 3' Solar LED Bollard Light	EA	329	1,590	523,110
10B	Furnish and Install 14' Solar LED Pedestrian Light	EA	6	5,590	33,540

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
11	Miscellaneous Footings/Foundations (For details see below items)	--	--		
11A	Install New Post and Sign	EA	138	300	41,400
11B	Furnish and Install Boulders	LF	1,600	45	72,000
11C	Furnish and Install Removable Bollard	EA	60	1,250 1,250 vt	75,000
12	Bioswale Construction	SF	4,456	8.50	37,876
13	Permeable Concrete Multi-Use Path	SF	38870	10	388,700
14	Decomposed Granite Walking Path (For details see below items)	--	--		
14A	Construct Decomposed Granite Surface 4" Thick	SF	28080	4	112,320
14B	Construct Aluminum Edging	LF	9,360	7	65,520
15	Soil Amendment and Plant Preparation	SF	163,000	.75	122,250
16	Irrigation (For details see below items)	--	--		
16A	Irrigation Sleeving Under Paving	LF	625	40	25,000
16B	Irrigation Sleeving Under DG Paths and Dry Stream/ Bioswale	LF	490	7	3,430
16C	Spray Landscape Irrigation System	SF	153,450	2.50	383,625
17	Weed Control	SF	163,000	.10	16,300
18	Landscape Edging (For Special Meditation/ Walking Path)	LS	1	5,500	5,500
19	Mulch for Planting and Other Gathering Space (Material Only, Installation by CCC)	SF	155,750	.45	70,087.50
20	Trees with Staking (24" Box)	EA	342	315	107,730
21	Native Shrubs/Grasses (For details see below items)	--	--		
21A	Native Shrub Planting (1 Gallon)	EA	3,540	10	35,400
21B	Native Shrub Planting (15 Gallon)	EA	350	75	26,250
21C	Sodded Native Grass	SF	3,990	2.25	8,977.50

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
21D	Seeded Native Ground Cover	SF	13,160	.25	3,290
22	Plant Establishment	LS	1	16,000	16,000
23	Funding Acknowledgement Sign	EA	2	1,200	2,400
24	Wayfinding Signage	EA	20	500	10,000
25	Natural Plan Area with Fiber Surfacing (For details see below items)	--	--		
25A	Toddler's Playground Equipment and Rubberized Surface	EA	1	78,000	78,000
25B	Children's Playground Equipment and Rubberized Surface	EA	1	86,000	86,000
26	Fitness Equipment (Single Unit)	EA	6	7,000	42,000
27	Bike Racks and Drinking Fountains (For details see below items)	--	--		
27A	Bike Racks	EA	3	1,600	4,800
27B	Drinking Fountain	EA	3	7,000	21,000
28	Trash Cans (Permanently Installed)	EA	13	845	10,985
29	Interpretive Signs	LS	1	12,800	12,800
30	Access Ramps/Stripping (For details see below items)	--	--		
30A	Construct Concrete Curb Ramp	EA	20	3,000	60,000
30B	Traffic Signing, Striping, Markings and Curb Painting	LS	1	28,000	28,000
31	Sitting Area Benches (For details see below items)	--	--		
31A	Install 6' Long Sitting Area Benches Provided by City	EA	18	400	7,200
31B	8' Handicap Accessible Picnic Tables	EA	3	1,445	4,335
32	Sawcut and Remove Existing AC Speed Bump	EA	1	2,800	2,800
33	Construct New AC Speed Bump	EA	1	6,000	6,000
TOTAL AMOUNT BID IN FIGURES					\$ 3,437,226

TOTAL AMOUNT BID IN WORDS:

three million four hundred thirty-seven thousand two
hundred twenty-six

Dollars



- Diana Kasbar

President

Bidder's Signature

Title

KASA Construction, Inc.

Company Name

DESIGNATION OF SUBCONTRACTORS

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

NAME, ADDRESS, LICENSE NO., AND PHONE NUMBER OF SUBCONTRACTORS, SUPPLIERS, AND VENDORS	PORTION OF WORK, MATERIALS, OR EQUIPMENT
- AESCO 1782 Georgetown Ln. Huntington Beach, CA 92647 714-375-3830 4445 VT DIR: 1000011569	Geo-tech
Superior Pavement 5312 Cypress St. Markings - Cypress, CA 90636 Lic. 776306	Striping & Signage
714-995-9100 DIR: 1000001476 Martinez 920 W. Foothill Blvd.	
- Concrete, Inc. Azusa, CA 91702 626-334-2979 Lic. 394471 DIR: 1000006160	Concrete
- Cal Empire 628 E. Edna Place Engineering Carina, CA 91723 Lic. 1011503 626-915-8030 DIR: 1000035725	Boring
- Spectra 555 S. Promenade Ave Turf #103 Corona, CA 92879 Lic. 854429	Rubber Surfacing
800-875-5788 DIR: 10000002615 B & J 17602 17th St.	
- Tree Service Thstin, CA 92780 Lic. 540001 714-991-4160 DIR: 1000012396	Tree & Bush Removals
Jaynes 996 Lawrence Dr. Ste 201 - Brothers Newberry Park, CA 91320 Lic. 890409	Playground, Fitness
805-375-1111 DIR: 1000019441	Equipment Install

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

REFERENCES

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

1. City of Rialto - 150 S. Palm Ave. Rialto, CA 92376.
Name and Address of Agency
Ted Rigoni 909-820-2531
Name and telephone number of person familiar with project
\$5,147,000 New Park Construction 10/12/18
Contract amount Type of work Date completed
2. City of Ontario - 303 East B St. Ontario, California 91764
Name and Address of Agency
Sage McCleve 909-579-1240
Name and telephone number of person familiar with project
\$2,970,401.90 New Park Construction 1/24/18
Contract amount Type of work Date completed
3. City of Tustin - 300 Centennial Way Tustin, CA 92780
Name and Address of Agency
Eddy Jan 714-573-3157
Name and telephone number of person familiar with project
\$5,117,105.75 Deten Basin/New Park Preparation 1/14/17
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:

Surety - The Ohio Casualty Insurance Company, Inc 858 450-0582
790 The City Drive South, Suite 2001, Orange, CA 92868
Bond - RS Bonding & Insurance Agency Inc. - Matt Dobyns, Agent 714-541-4700
1633 E. Fourth St. Suite 228, Santa Ana, CA 92701
Insurance - Cavnagac and Associates 619-234-6848
450 B St. 18th Floor, San Diego, Ca 92101

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 KASA Construction, Inc.

Business Address: 15148 Sierra Bonita Ln. Chino, CA, 91710

Telephone 909-457-8260

State Contractor's License No. and Class: 927544 Class: A, B, C-10, C-27

Original Date Issued 1/15/09 Expiration Date 1/31/21

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

Diana Kasbar President/Treasurer 909-457-8260 15148 Sierra Bonita Ln. Chino, CA 91710

Sam Kasbar - V.P./Secretary 909-457-8260 15148 Sierra Bonita Ln. Chino, CA 91710

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

N/A

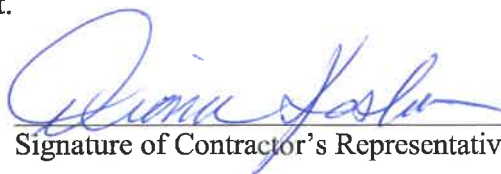
All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

N/A

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, title, hands, and seals of all forenamed principals this 10th day of November, 2019.

BIDDER KASA Construction, Inc. 15148 Sierra Bonita Ln. Chino, CA 91710

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

Diana Kasbar

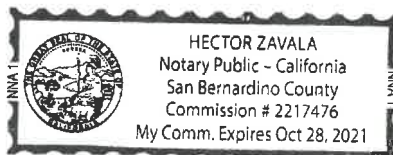
Printed Name

President

Title

Subscribed and sworn to this 10th day of December, 2019.

NOTARY PUBLIC 



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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

State of California)

County of San Bernardino)On 12/10/19 before me, Hector Zavala, Notary Public,

Date

Here Insert Name and Title of the Officer

personally appeared Diana Kasbar

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

Signer's Name: _____

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

Signer Is Representing: _____

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

**PROPOSAL GUARANTEE
BID BOND

FOR

HUNTINGTON PARK LINEAR GREENWAY PROJECT**

**FY 2019/2020
CIP NO 2018-08**

IN THE CITY OF HUNTINGTON PARK

KNOW ALL MEN BY THESE PRESENTS that Kasa Construction, Inc.
_____, as BIDDER, and _____
The Ohio Casualty Insurance Company, as SURETY, are held and firmly
bound unto the City of Huntington Park, as AGENCY, in the penal sum of

Ten Percent of the Total Amount of the Bid
_____ dollars (\$ 10% of the Bid _____), which is ten percent of the
total amount bid by BIDDER to AGENCY for the above stated project, for the payment of which
sum, BIDDER and SURETY agree to be bound, jointly and severally, firmly by these presents.

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

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals, this
21st day of November, 20 19.

BIDDER* Kasa Construction, Inc., 15148 Sierra Bonita Lane, Chino, CA 91710, Tel: 1(909) 457-8260
By: *Diana Kashir*
Diana Kashir - President

SURETY* The Ohio Casualty Insurance Company, 62 Maple Avenue, Keene, NH 03431, Tel: 1(858) 255-3988
By: *Matthew R. Dobyns*
Matthew R. Dobyns, Attorney-in-Fact, 1633 E. 4th Street, Suite 228, Santa Ana, CA 92701, Tel: 1(714) 541-4700
Subscribed and sworn to this _____ day of _____, 20 ____.

NOTARY PUBLIC (Please see attached)

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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

State of California)

County of San Bernardino)On 12/10/19 before me, Hector Zavala, Notary Public,

Date

Here Insert Name and Title of the Officer

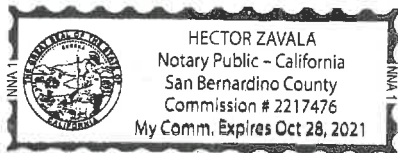
personally appeared Diana Kasbar

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

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Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

Signer's Name: _____

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

Signer Is Representing: _____



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

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

Certificate No: **8197144-969327**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Matthew R. Dobyns; Randy Spohn

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 19th day of October, 2018.



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

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 19th day of October, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



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

By: Teresa Pastella
Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 21st day of November, 2019.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

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

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

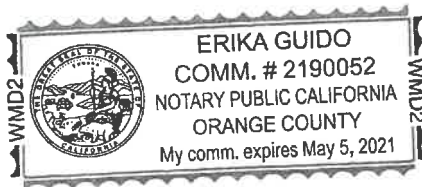
State of CALIFORNIA

County of ORANGE

On 11/21/2019 before me, ERIKA GUIDO, NOTARY PUBLIC,

personally appeared MATTHEW R. DOBYNS

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



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

WITNESS my hand and official seal.

Signature of Notary

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

☐ PARTNER(S) ☐ LIMITED
☒ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE
FOR
HUNTINGTON PARK LINEAR GREENWAY PROJECT

FY 2019/2020
CIP NO 2018-08

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.

N/A

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

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

FOR

HUNTINGTON PARK LINEAR GREENWAY PROJECT

FY 2019/2020
CIP NO 2018-08


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

Ten Percent of the Total Amount of the Bid

Dollars

(\$ 10% of the Bid). 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.


Diana Kasher-President

Bid

November 6, 2019

CITY OF HUNTINGTON PARK

Addendum No. 1

NOTICE INVITING BID FOR HUNTINGTON PARK GREENWAY PROJECT PROJECT NO.: 2018-08

The following modifications are hereby made a part of the Notice Inviting Bid (NIB) and supersede, replace, and/or amend the provisions included in the original NIB. The following addendum is hereby made a part of the NIB:

- A mandatory project job-walk will take place on November 14, 2019 at 9:00 AM in front of the empty lot located in between 3424-3452 Walnut Street
- Contractor must hold and honor bid unit prices for a period of six (6) months after bid submittal
- Bid Item No. 19 – Mulch for Planting and Other Gathering Space (Material Only, Installation by CCC): Installation of material shall be by California Conservation Corps (CCC), Contractor to coordinate with CCC for delivery and installation.

End of Addendum No. 1

By order of the City of Huntington Park, Public Works Department

By: Cesar Roldan
Cesar Roldan, Engineering Services Manager

Date: November 6, 2019

**NOTICE INVITING BID FOR
HUNTINGTON PARK GREENWAY PROJECT
PROJECT NO.: 2018-08**

Any and all notifications or Addendums must be acknowledged via signature by the Bidder and made part of and incorporated as part of the Bidder's proposal.

Statement of Bidder Acknowledgment

Please sign the acknowledgment below and include it as part of your Bid Proposal.

KASA Construction, Inc
Contractor Name


Signature

12/10/19
Date

President
Title

Hereby acknowledge receipt of Addendum No. 1 to NOTICE INVITING BID FOR HUNTINGTON PARK GREENWAY PROJECT PROJECT NO.: 2018-08 and have considered these in the preparation of my proposal. This Addendum shall become part of any contract made pursuant thereto.

cc: Office of City Clerk

November 27, 2019

CITY OF HUNTINGTON PARK

Addendum No. 2

NOTICE INVITING BID FOR HUNTINGTON PARK GREENWAY PROJECT PROJECT NO.: 2018-08

The following modifications are hereby made a part of the Notice Inviting Bid (NIB) and supersede, replace, and/or amend the provisions included in the original NIB. The following addendum is hereby made a part of the NIB:

- City of Huntington Park will allow C-27 licensed contractors to bid on this project. California Code of Regulations
 - Title 16, Division 8, Article 3. Classifications
 - A landscape contractor constructs, maintains, repairs, installs, or subcontracts the development of landscape systems and facilities for public and private gardens and other areas which are designed to aesthetically, architecturally, horticulturally, or functionally improve the grounds within or surrounding a structure or a tract or plot of land. In connection therewith, a landscape contractor prepares and grades plots and areas of land for the installation of any architectural, horticultural and decorative treatment or arrangement.
- A mandatory project job-walk will take place on Tuesday, December 3, 2019 at 9:00 AM in front of the empty lot located in between 3424-3452 Walnut Street
 - **Contractors that attended and signed in at the mandatory project job-walk meeting that took place on November 14, 2019 do not have to attend.**
- **The new bid date will take place on Tuesday, December 10, 2019 at 2:00 PM instead of Wednesday, December 5, 2019 at 2:10 PM.**

End of Addendum No. 2

New bid date: Tuesday, December 10, 2019 at 2:00 PM

By order of the City of Huntington Park, Public Works Department

By: Cesar Roldan
Cesar Roldan, Engineering Services Manager

Date: November 27, 2019

**NOTICE INVITING BID FOR
HUNTINGTON PARK GREENWAY PROJECT
PROJECT NO.: 2018-08**

Addendum No. 2

Any and all notifications or Addendums must be acknowledged via signature by the Bidder and made part of and incorporated as part of the Bidder's proposal.

Statement of Bidder Acknowledgment

Please sign the acknowledgment below and include it as part of your Bid Proposal.

<u>KASA Construction, Inc</u> Contractor Name	<u></u> Signature
<u>12/10/17</u> Date	<u>President</u> Title

Hereby acknowledge receipt of Addendum No. 2 to NOTICE INVITING BID FOR HUNTINGTON PARK GREENWAY PROJECT PROJECT NO.: 2018-08 and have considered these in the preparation of my proposal. This Addendum shall become part of any contract made pursuant thereto.

cc: Office of City Clerk

November 18, 2019

CITY OF HUNTINGTON PARK

Responses to RFI No. 1

HUNTINGTON PARK GREENWAY PROJECT PROJECT NO.: 2018-08

1. When would a substitution request be due, and will an addendum be issued if approved?

The lowest responsive, responsible bidder awarded the contract by the City of Huntington Park's City Council will provide the construction manager submittals after the issuance of an official Notice to Proceed. This will provide the contractor with the opportunity to present similar alternatives (approved equal) for the City's consideration and ultimate approval.

2. Can you please provide more details on the playground structure components, or renderings? Is this structure Nature themed?

Please see the following attachments for more details:

- C19125SP LEADERS
- C19125SP ZONES
- C19306CH LEADERS
- C19306CH ZONES
- City of Huntington Park C19125SP
- City of Huntington Park C19306CH

3. Is the Bidder's Information Sheet required if bidder is a prime, subcontractor, or both?

A Bidder's Information Sheet is not required, since all contractors that attended the mandatory job-walk meeting registered and signed in at the meeting.

4. There isn't a PLA (Project Labor Agreement) nor a CWA (Community Workforce Agreement) requirement for this project, correct? Please advise.

The City of Huntington Park does not have a Project Labor Agreement nor a Community Workforce Agreement requirement for this project, though the Los Angeles Conservation Corp is expected to have a role in the construction of the project, which is specified in the project specifications.

End of Responses to RFI No. 1

By order of the City of Huntington Park, Public Works Department

Bid Opening: December 5, at 2:10 PM

By: Cesar Roldan
Cesar Roldan, Engineering Services Manager

Date: November 18, 2019

December 3, 2019

CITY OF HUNTINGTON PARK

Responses to RFI No. 2

HUNTINGTON PARK GREENWAY PROJECT PROJECT NO.: 2018-08

- 1. It appears that the Backflow Preventer per A/IL-4 is not on the Irrigation Schedule on IL-3. There appears to be an icon between the water meter and FM in both locations on plan drawings, however, this symbol is not present on the Irrigation Schedule. Please clarify if Backflow and Cage are to be furnished/installed and provide model details.**

Backflow preventers shown just downstream of the water meters on the Irrigation Plans (Sheets LI-1 and LI-2) were inadvertently not indicated on the Irrigation Legend on Plan Sheet LI-3. They are to be supplied and installed by the contractor, including a protective steel cage for each. Specifications for backflow preventers and cages are as follows:

Febco model 825Y reduced pressure backflow preventer, 2" size, installed per the specifications and detail on the plans. Install with Guard Shack model GS-4, hinged, size to fit specified backflow preventer, powder coat finish and dark green color; installed per manufacturer's details and specifications.

- 2. Please clarify who is to furnish, and relatedly, where they are to be sourced from, the 2 EA proposed water meters dedicated to the irrigation system per IL Plans.**

Contractor to purchase and provide.

- 3. No specification or general notes are provided for Root Barrier installation. Detail J on LI-4 states install per MFR recommendation but no MFG is called. Please provide install specification.**

No root barriers are required for the project; the root barrier is to be deleted from the detail. Do not include them in your bids.

- 4. Bid item #24 wayfinding signs (20) – Cannot find on any plan sheets, can you send a detail please?**

Specification includes the following for Bid Item 24:

This bid item shall include all labor, material and equipment required to install a fully functional ten-foot galvanized square breakaway signpost 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.

5. Bid item #29 interpretive signs (1) – cannot find on any plan sheets, can you send a detail please.

Specification includes the following for Bid Item 29:

Bid Item 29 (Interpretive Signs). This bid item shall include all necessary material, labor and equipment required to furnish and install interpretive signs for the project. Contractor shall coordinate with the City and its designated consultants in the development of interpretive signs for the project. Submittal and approval of designs and materials from the City prior to ordering any material is mandatory.

Approximately 30 signs (3 signs per parcel) are expected to be provided. Contractor shall provide price per sign and total for 30 signs in the bid. Signs should be durable – metal (heavy-duty aluminum, which doesn't rust) with text and coating resistant to weather, UV light, vandalism, and graffiti, minimum 5-year warranty. Size approximately 18" x 24", with full-color, fade-resistant graphics and text, text content to be provided by the City. Signs to be mounted on heavy-duty aluminum posts set in minimum 1 cubic foot concrete footings, or as specified by the manufacturer. Contractors must provide shop drawings for City review and approval prior to ordering.

6. Omission on the Irrigation Legend

Please provide and install one reduced pressure backflow preventer for each irrigation point of connection (2 total), per the detail on sheet LI-4. Backflow preventers to be manufactured by Febco, model 825Y, 2" size. Install in a powder-coated (dark green) hinged steel cage to be provided by the contractor, manufactured by Guard Shack, model GS-4 or approved equal.

NOTE:

- The new bid date will take place on **Tuesday, December 10, 2019 at 2:00 PM** instead of Wednesday, December 5, 2019 at 2:10 PM.

End of Responses to RFI No. 2

By order of the City of Huntington Park, Public Works Department

Bid Opening: Tuesday, December 10, 2019 at 2:00 PM

By: Cesar Roldan
Cesar Roldan, Engineering Services Manager

Date: December 3, 2019

December 5, 2019

CITY OF HUNTINGTON PARK

Responses to RFI No. 3

HUNTINGTON PARK GREENWAY PROJECT PROJECT NO.: 2018-08

- 1. Please provide a detail drawing for the rubber surfacing installation with what type of base must go underneath.**

Spec sheets/ details for the rubber surfacing and depth (related to fall zone) will be provided by the supplier. Base material shall be standard crushed rock aggregate, 4" thick.

- 2. Please provide a detail drawing for the concrete curb under the play area.**

Detail drawing for concrete curb edging the play area – see attached.

- 3. Is there an electricity source and power in the vicinity of where the new irrigation controllers will be installed? Nothing in the plans shows such a source.**

City staff will coordinate this effort with the contractor after City Council awards the contract agreement.

- 4. (Sheet LC-3 - Note 11): Legend calls for providing and installing poured-in-place rubberized surface for both play areas. Please provide the following details:**
 - a. What color should the rubber surface be?**
 - b. Is an "Aromatic Binder" or an "Aliphatic Binder" be used?**

Rubberized surfacing in play areas – color of rubberized surface will be 50/50 blend of black and colored particles, color to be selected by the City from 4 standard colors available (all are the same price). The surfacing for each play area will be all the same color, no "patchwork" effect (two play areas may be two different colors). Binder in rubberized surface to be aromatic type.

- 5. (Bid Proposal – Line Item 11B). Please provide the following clarifications:**
 - a. Please confirm that this line item is for the "Amphitheater Seating" area**
 - b. Estimated quantity is 1,600 LF which does not line up with the intent of the design. Our estimate is that a total of 25 rocks of various sizes will be required. Please confirm.**

The bid item for this element is #4F, not 11B (which refers to boulders to be used in the dry stream/ swale element). The amphitheater is a lump sum item; it is up to the contractor to calculate the number of boulders required to complete it. Boulders shown on the plans are schematic; quantity may vary depending on the size of the boulders (some may need to be stacked to achieve the necessary height). Approximate linear footage of boulder seating is 55 linear feet. Please note the circular "stage" area in front of the seating shall be decomposed granite surfacing to match that in the seating area, bordered with aluminum edging as indicated on the plans.

Bid Item No. 4F – Raised Amphitheater/ Seating Area with Boulder Seating

Granite boulders for amphitheater/ seating area shown on plans shall be provided and installed by the Contractor. Boulders shall vary in size from 18" to 36" in diameter, intact without significant cracks, chips or flaws, and same color and texture range as boulders used in dry streambed/ bioswale areas. Contractor shall provide a sample of representative color, shape, and texture for approval by the City prior to delivery to site. Any boulders uncovered on site during grading operations may be used at the discretion of the City. All boulders shall be buried a minimum of 1/3 and a maximum of 2/3 of their diameter below grade, in natural appearance as shown on the Contract Drawings and approved by the City Inspector in the field. Set boulders into side of soil mound as shown on Contract Drawings, such that finish height of boulder seats shall be approximately 12", varying plus or minus 2". Minimum 6" of boulder shall be buried below grade, with flattest side of each boulder on top to form seat surface. Finish surface between rows of boulder seating shall be 4" thick compacted decomposed granite.

Payment for Raised Amphitheater/ Seating Area with Boulder Seating shall be per Lump Sum for completed feature as shown and described on the Contract Drawings. The lump sum price paid for furnishing and placing soil, rock boulders, and decomposed granite surface to create completed feature shall include full compensation for providing and placing all approved materials as shown on the Contract Drawings and to the satisfaction of the City Inspector.

Please see sample picture.

6. Is an "Aromatic Binder" or an "Aliphatic Binder" be used?

Color of rubberized surface will be 50/50 blend of black and colored particles, color to be selected by the City from 4 standard colors (same price) available. The surfacing for each play area will be all the same color, no "patchwork" effect (two play areas may be two different colors). Binder in rubberized surface to be aromatic type.

- 7. On Bid Schedule item (#13) Permeable Concrete Multi-use Trail, spec. it calls out under payment to use 520-c-2500. Is this the correct mix to use? Can you please clarify. It seems like the intended use is as a walkway, please advise as to a mix suitable for this use. (skateboarding, etc..).**

This bid item no. 13 refers to the multi-use bikeway (and maintenance vehicles access road) pavement per detail 1 on drawing sheet no. C-16. The description of bid item no. 13 (on Page BD-22) should be modified to state that Permeable concrete shall conform to the provisions of Section 303-8 (Pervious Concrete) of the Standard Specifications for Public Works Construction. Concrete material and mix design shall conform to the provisions of Section 201-1.1.6 (Pervious Concrete) of the Standard Specifications for Public Works Construction. Submittal of mix design shall conform to Section 201-1.1.6.3.

- 8. Will this project be funded in whole or in part with any Federal funds and subject to Davis-Bacon wage requirements?**

The City received a grant from the State of California Natural Resources Agency. Federal funds will not be utilized on this project, though State Prevailing Wage rates are applicable, and the contractor must register with the Department of Industrial Relations (DIR) and submit weekly payroll records.

- 9. Page B-1; Delivery of Proposal states that two copies are to be submitted to the City in an envelope. Please confirm (1) original with wet signatures and (1) copy or (1) original with wet signatures and (2) copies will be required for bid submittal.**

One original and one copy will suffice.

- 10. Irrigation plans require electrical service for two separate irrigation controllers; bid items #7 and #8 are related to this scope of work, however the drawings do not show the location of the power source and length of trench and conduit for final connection to irrigation controllers. Please provide further information as to source of power, proposed conduit run and model and location of separate metered pedestals, as the proposed irrigation pedestals are not metered and may require a separate meter.**

City staff will coordinate this effort with the contractor after City Council awards the contract agreement. Contractor should assume a nearby source in a reasonable distance from controller(s). Actual source(s) will be identified in the field after the contract is awarded.

- 11. Page BD-35 requires a (6) six week Grow & Kill sequence as part of the Weed Control program, please confirm this duration is anticipated in the overall project time allotment.**

6-week grow-and-kill period for weed control – our preference is to use this schedule if possible, for the portions of the project that are not on the initial fast-track completion date. For this first phase, the weed control program can be shortened to 2-3 weeks (one rather than 2 applications of weed killer).

12. Please advise if any of the scope items as defined by the various bid items of work are to be considered specialty as further defined by page GP-3, Section 2-2 Subcontracts.

No. Contractor is responsible to review the plans and specifications and must be familiar with this specific type of work. References must be provided demonstrating that the contractor is able and has had previous experience providing this type of service as stipulated in the NIB. Contractor shall perform or provide, with its own organization, contract labor, materials, and equipment amounting to at least 50 percent of the Contract Price.

13. Page BD-23, Item #15 Soil Amendment with regard to Class A Topsoils, confirm any topsoil requirement if required, will be at an additional cost to this proposal. If it is required, please provide locations and depths to be placed for accurate quantification.

Refers to bid item #15, soil amendment and topsoil – Class A import topsoil is not anticipated to be necessary; it would be needed only if the Inspector determined that any existing site soil is unsuitable or contaminated. We would allow import topsoil to be an additional cost if it is required.

14. Page BD-36, Item #19 Mulch for Planting..... with regard to operations performed by CCC, confirm that any damages sustained by the awarded contractor will be reimbursed for damages to any finished landscape areas upon placement of mulch in addition to any delays to final punchlist items prior to acceptance.

Contractor should coordinate with CCC to avoid any such delays.

15. Provide concrete footing or other required method of anchoring solar light bollards/poles; manufacturer's data does not provide for this.

The bid should assume that this information will be available from the manufacturer.

16. For bidding purposes; define a maximum number of hours required for securing the services of a Geotechnical Engineer as required by page BD-9 relative to site grading.

Contractor is to estimate required hours for geotechnical Engineer based on plans and specifications.

- 17. Regarding bid item # 2C 'Remove Existing Tree/Bush and Root', bid quantity on the bid form is (14) EA, bid quantity (14) EA is significantly less with compared to the quantity shown on the plans per demolition note #6. Please advise.**

Utilize the quantities in the bid schedule.

- 18. Reference to irrigation legend on sheet LI-3 and irrigation plans sheet LI-1 & LI-2, there is no size for proposed master control valves. Please clarify the size of proposed master control valves.**

All irrigation master valves (quantity 2) shall be line size 2".

- 19. Regarding specification sheet BD-17, bid item # 6A includes Soil Moisture Sensor. However, there is no model of soil moisture sensor indicated in plans and specification. Please advise if Soil Moisture Sensor is required for this project.**

Soil moisture sensors were mistakenly listed on the bid item; they are not required on the project.

- 20. Reference to bid item # 4H 'Provide Erosion Control and BMPs', current plan set does not include Erosion Control Plans, please confirm if contractor needs to submit BMPs plan along with Storm Water Pollution Control Plan (SWPPP).**

4I – Prepare and Process SWPPP

This Contractor shall prepare and submit for approval a SWPPP to the State Water Resources Control Board. The SWPPP shall be prepared by a certified Qualified SWPPP Developer (QSD). No construction activities can take place prior of approval of the SWPPP. Payment for Preparing and Processing a SWPPP shall be at the contract unit price per Lump Sum (LS) and shall be considered full compensation for complying with the above requirements.

Note:

No root barriers are required for the project; the root barrier is to be deleted from the detail. Do not include them in your bids.

Contractor shall provide and install one reduced pressure backflow preventer for each irrigation point of connection (2 total), per the detail on sheet LI-4. Backflow preventers to be manufactured by Febco, model 825Y, 2" size. Install in a powder-coated (dark green) hinged steel cage to be provided by the contractor, manufactured by Guard Shack, model GS-4 or approved equal.

It is strongly recommended, though not required, that contractors use installers for play and exercise equipment that are certified by the equipment manufacturers/ suppliers, to ensure proper installation and warranty. Any equipment or rubber surfacing products other than those listed in the plans and specifications that are proposed for substitution must be submitted for review and approval by the City prior to ordering.

End of Responses to RFI No. 3

By order of the City of Huntington Park, Public Works Department

Bid Opening: Tuesday, December 10, 2019 at 2:00 PM

By: Cesar Roldan
Cesar Roldan, Engineering Services Manager

Date: December 5, 2019

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:

KASA Construction, Inc.

Contractor Name

100000 6013

Contractor Department of Industrial Relations Registration Number:

6/30/2022

Expiration Date of Registration Number

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

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:

AECO

Contractor Name

1000011569

Contractor Department of Industrial Relations Registration Number:

6/30/2022

Expiration Date of Registration Number

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

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:

Superior Pavement Markings

Contractor Name

1000001476

Contractor Department of Industrial Relations Registration Number:

6/30/2022

Expiration Date of Registration Number

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

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:

Martinez Concrete, Inc.

Contractor Name

1000006160

Contractor Department of Industrial Relations Registration Number:

6/30/2012

Expiration Date of Registration Number

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

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:

Cal Empire Engineering
Contractor Name

1000035725

Contractor Department of Industrial Relations Registration Number:

6/30/2020

Expiration Date of Registration Number

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

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:

Spectra Turf

Contractor Name

10000002615

Contractor Department of Industrial Relations Registration Number:

6/30/2020

Expiration Date of Registration Number

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

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:

B³ J Tree Service

Contractor Name

1000012396

Contractor Department of Industrial Relations Registration Number:

6/30/2020

Expiration Date of Registration Number

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

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:

Daynes Brothers
Contractor Name

1000019441
Contractor Department of Industrial Relations Registration Number:

6/30/2020
Expiration Date of Registration Number

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

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KASA CONSTRUCTION INC.

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Detail:

Registration Number: 1000006013
Status: Active
CSLB Number: 927544
Legal Entity Type: Corporation
Mailing Address: 15148 SIERRA BONITA LANE
CHINO
CA 91710
San Bernardino
General Engineering
samk@kasaconstruction.com

Registration History

Effective Date	Expiration Date
7/1/2019	6/30/2022
6/11/2018	6/30/2019
5/8/2017	6/30/2018
6/8/2016	6/30/2017
6/4/2015	6/30/2016
1/19/2015	6/30/2015

DBA

Name

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(<https://www.dir.ca.gov/Bilingual-Accessoalidioma>)

Services-

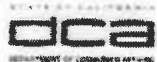
Act/default.html)

Site Map

(<https://www.dir.ca.gov/sitemap/sitemap.html>)

Required Notifications

(<https://www.dir.ca.gov/dosh/Required-Notifications.html>)



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **927544**

Entity **CORP**

Business Name **KASA CONSTRUCTION INC**

Certificate(s) **A B C27 C10**

Expiration Date **01/31/2021**

www.csib.ca.gov





CITY OF NEWPORT BEACH

PUBLIC WORKS DEPARTMENT
DAVID A. WEBB, DIRECTOR

July 21, 2015

KASA Construction
15148 Sierra Bonita Lane
Chino, CA 91710

Project: C-5892 Back Bay View Park Maintenance

To Whom It May Concern:

The City of Newport Beach would like to thank KASA Construction for their commendable performance in completing the Back Bay View Park Maintenance Project.

KASA Construction completed this project with diligence and commitment, maintaining the highest level of professionalism, attention to detail and work ethic.

KASA Construction's scheduling and coordination was extremely smooth. They maintained an excellent relationship with the City project management and inspection team and kept the job running in a compliant and organized fashion.

It has been a pleasure working with KASA and we would not hesitate to recommend their outstanding services to others.

Sincerely,

A handwritten signature in black ink, appearing to read "Patrick Arciniaga".

Patrick Arciniaga, P.E.
Senior Civil Engineer



City of Westminster

8200 Westminster Boulevard, Westminster, CA 92683 714.898.3311
www.westminster-ca.gov

December 12, 2016

KASA Construction, Inc.
15148 Sierra Bonita Lane
Chino, CA 91710

Subject: Letter of Recommendation
Hoover Street Pedestrian and Bike Trail Improvements

TRI TA
Mayor

SERGIO CONTRERAS
Mayor Pro Tem

DIANA LEE CAREY
Council Member

TYLER DIEP
Council Member

MARGIE L. RICE
Council Member

EDDIE MANFRO
City Manager

To Whom It May Concern:

The City of Westminster would like to thank KASA Construction for their commendable performance in completing the Hoover Street and Bike Trail Improvements project. The scope of work consisted of removing and replacing an existing AC pavement trail, damaged curb, gutter, and sidewalk and installing new concrete walking trail, curb ramps, a two-wire controller/irrigation system, landscaping, lighted bollards, stabilized DG, decorative fencing, decorative boulders, striping and pavement markings.

KASA Construction's field and management staff executed the work professionally and with diligence while upholding the highest work standards with emphasis on on-time deliverables, presentation and quality of the finished product. A safe work environment was provided for both KASA's crew and the public at all times; the site was kept clean both during the working hours and at the end of each day to the City's satisfaction.

Should you have any further questions, please feel free to contact me at 714-548-3459.

Sincerely,

Jake Ngo, P.E.
Principal Civil Engineer
City of Westminster/Public Works Department



CITY OF ORANGE

COMMUNITY SERVICES DEPARTMENT

www.cityoforange.org

(714) 744-7272

FAX: (714) 744-7251

December 6, 2016

KASA Construction, Inc.
15148 Sierra Bonita Lane
Chino, CA 91710

**PROJECT: TURF REPLACEMENT AND LANDSCAPE RENOVATION AT THE SANTIAGO HILLS
ASSESSMENT DISTRICT**

To Whom It May Concern:

On behalf of the City of Orange, I would like to recognize KASA Construction for their outstanding work on the Turf Replacement and Landscape Renovation Project at the Santiago Hills Assessment District. All work was completed professionally and in a timely manner.

Working with KASA was a pleasure. Their professional managerial skills, from the top down, alongside their relentless "get the job done" attitude and approach in the administration and implementation of construction truly made the difference in the successful and accelerated completion.

Based on the experience I've had, I would not hesitate to refer the professional services of KASA Construction Inc. to others.

If you have any questions, you may contact me at (714) 532-6491

Sincerely,

Nathan Bluhm,
Landscape Project Coordinator

Department of Public Works
Douglas S. Stack, P.E.
Director



October 31, 2017

KASA Construction, Inc.
15148 Sierra Bonita Lane
Chino, CA 91710

Subject: KASA Construction, Inc. Work Performance Commendation

KASA Construction, Inc. has performed the construction of the Detention Basin Landscaping and Water Quality Installation and Tustin Legacy Linear Park Improvements project successfully to the satisfaction of the City. KASA Construction, Inc. has been a true partner throughout the process and the City greatly appreciates the efforts.

We look forward to working with KASA Construction, Inc. in the future and would highly recommend your company to other agencies.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Ken Nishikawa", is written over a light blue horizontal line.

Ken Nishikawa
Deputy Director of Public Works/Engineering



LANDSCAPE ARCHITECTURE

4649 Brockton Avenue

Riverside, CA 92506

(951) 369-0700

Fax (951) 369-4039

<http://www.comworksdg.com>

CA License #2110

NV License #389

March 25, 2019

Mr. Sam Kasbar, Vice President
KASA CONSTRUCTION, INC.
15148 Sierra Bonita Lane
Chino, CA 91710

**RE: CONSTRUCTION OF JOE SAMPSON PARK
CITY OF RIALTO, CALIFORNIA**

Dear Sam:

I wanted to reach out and thank KASA Construction on the outstanding execution of the construction of Joe Sampson Park for the City of Rialto, a new 8 acre with a construction cost of \$5,323,557. This project was completed well within the rigorous timeline set forth by the City of Rialto.

KASA Construction has brought numerous park projects designed by our firm to life over the past several years. We are consistently pleased with the high level of craftsmanship and professionalism demonstrated by your company. Joe Sampson Park was no exception. Your team was diligent in all communication efforts, attention to detail, and in providing quick, cost effective solutions to unforeseen conditions as they arose.

We would be pleased to provide recommendations and positive references about KASA Construction to public agencies and developers for upcoming park, landscape, and similar projects.

Sincerely,

COMMUNITY WORKS DESIGN GROUP

Scott Rice ASLA, LEED AP, CASp
Vice President
Landscape Architect CA #5111 | NY #2645
Certified Access Specialist CASp-709
scott@cwdg.fun



City of Rialto *California*

April 16, 2019

KASA Construction, Inc.
15148 Sierra Bonita Lane
Chino, CA 91710

SUBJECT: JOE SAMPSON PARK – CITY OF RIALTO PROJECT NO. 150303

To Whom It May Concern:

On behalf of the City of Rialto, we would like to thank KASA Construction for their exemplary performance in completing the \$5,323,556.56 construction of Joe Sampson Park. KASA completed this project with diligence, maintaining the highest level of professionalism and attention to detail. The project management team consistently kept the City's best interest in mind and cooperated transparently with the City to overcome any challenges which were faced during construction. KASA fulfilled their duties as a general contractor to the satisfaction of all parties.

The Project was completed within the schedule set forth in the agreement with the City. We would be pleased to refer KASA Construction Inc. to any other organization seeking a diligent, professional general contractor eager to cooperate with their customer to ensure that the work is completed effectively and with the highest standards.

Sincerely,

Robert G. Eisenbeisz, P.E.
Public Works Director/City Engineer

cc: Project File

TEL: 951.413.3280
FAX: 951.413.3719
WWW.MOVAL.ORG



14075 FREDERICK STREET
P.O. BOX 88005
MORENO VALLEY, CA 92552-0805

July 24, 2018

Subject: Letter of Recommendation
John F. Kennedy Veterans Memorial Park
Restroom Improvements Project
Project No. PCS HSG GR – JFK RENO

To whom it may concern:

It has been a pleasant experience working with Sam Kasbar and his staff with KASA Construction on the JFK Park project. This project included a prefabricated restroom, plumbing, electrical, sewer, picnic shelter, irrigation, turf installation, shrub installation, colored concrete walkways, and site amenities. The final project turned out absolutely beautiful.

KASA was proactive throughout the project, notifying me of problem areas of plan elevations to material delays. KASA took these issues in stride and worked on other projects while waiting for plan revisions and materials. KASA kept a clean and safe work site. What was really commendable was that KASA still made the project schedule. It would be a pleasure to work with Sam and KASA Construction again.

Sincerely,

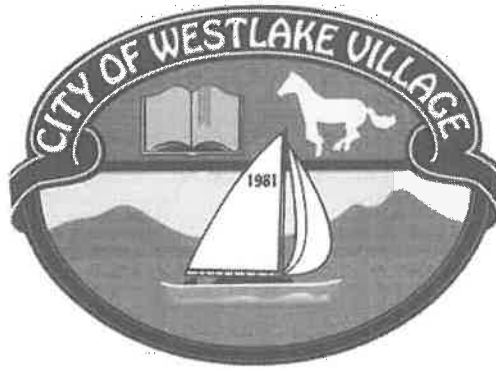
A handwritten signature in black ink, appearing to read "Tony Hetherman", written over a horizontal line.

Tony Hetherman
Parks Projects Coordinator

TH

Enclosure: Letter of Recommendation

c: Project File



March 21, 2019

Subject: Letter of Recommendation
Freeway Frontage Landscaping Project
Contract Value: \$512,251.57

To Whom It May Concern:

We, the City of Westlake Village, would like to praise KASA Construction, Inc. for their outstanding work on the Freeway Frontage Landscaping Project in the City of Westlake Village off of the 101 Freeway and Lindero Canyon Road. The scope of work for this project included installing new irrigation and landscaping along the freeway onramp at Lindero Canyon Road. All work was completed in an efficient and timely manner.

KASA completed this project with diligence, maintaining the highest level of professionalism and attention to detail. The project management team consistently kept the City's best interest in mind and cooperated transparently with the City to overcome any challenges which were faced during construction. KASA's team was easy to work with and made certain that best practices for safety, security and cleanliness were enforced and adhered to at all times. KASA's professional managerial skills, alongside their unyielding "get it done" attitude and approach in the administration and implementation of construction truly made the difference in the successful and timely completion.

We would absolutely not hesitate to refer KASA's excellent services to others. We look forward to completing more projects alongside the KASA Construction team in the future.

Sincerely,

Tucker Graczyk, Construction Manager

Lewis Operating Corp.

1156 N. Mountain Avenue (91786) / Post Office Box 670
Upland, CA 91785-0670
Office – (909) 949-6789 / Facsimile (909) 931-5595

January 21, 2015

RE: Letter of Recommendation for KASA Construction

To Whom It May Concern:

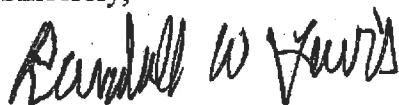
In September of 2014, KASA Construction was selected and began construction of certain CFD improvements in our Park Place master planned community in Ontario, CA (a joint venture project by Lewis Community Developers and Stratham Communities). Park Place showcases homes by industry leading homebuilders, KB Home, TRI Pointe Homes, Ryland Homes and Woodside Homes. The CFD improvements completed by KASA Construction included Celebration Park (a 6 acre public park) and Merrill Avenue landscape improvements with total costs in excess of \$5,000,000. KASA Construction was aggressive in their bidding for Celebration Park and were approximately 14% lower than the second place bid.

The Park Place Grand Opening took place on November 8, 2014 and over 4,000 people attended the opening celebration which included the viewing of 18 beautifully appointed model homes and a tour of the Parkhouse (a spectacular 14,500SF recreation center). The Grand Opening also included live entertainment and food service in Celebration Park. The date of the Grand Opening; however, was not confirmed until after KASA Construction had commenced its work. KASA Construction rose to the challenge and completed over \$5,000,000 of construction in half the time granted by our agreement. A significant portion of the work had to be completed within a mere 20 working days from commencement of construction. Six months of construction were accelerated and successfully completed within a total of 60 working days – all while coordinating construction activities with various contractors of other trades concurrently performing work within Park Place.

KASA's exemplary performance exceeded our expectations. It is with great pleasure that we have been afforded the opportunity to collaborate with KASA's experienced, dedicated and driven staff. KASA's professional managerial skills, from the top down, alongside their relentless "get the job done" attitude and approach in the administration and implementation of construction truly made the difference in the successful and accelerated completion of Celebration Park which allowed us to meet our November 8th Grand Opening date.

I look forward to working with the KASA Construction team on many more projects in the future.

Sincerely,



Randall Lewis
Executive Vice President

PROPOSAL
FOR
HUNTINGTON PARK LINEAR GREENWAY PROJECT
FY 2019/2020
CIP NO 2018-08
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 one-hundred and eighty (180) 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

HUNTINGTON PARK LINEAR GREENWAY PROJECT

FY 2019/2020

CIP NO 2018-08

IN THE CITY OF HUNTINGTON PARK

The undersigned declares that he/she has carefully examined the location of the proposed work, that he/she 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	LS	1	\$120,000.00	\$120,000.00
2	Site Clear and Grub (For details see below items)	--	--		
2A	Remove Existing Fence and Post	LF	4240	\$20.00	\$84,800.00
2B	Remove Existing Sign and Post	EA	21	\$200.00	\$4,200.00
2C	Remove Existing Tree/Bush and Root	EA	14	\$1,000.00	\$14,000.00
2D	Remove Irrigation Valve and its Appurtenances	EA	21	\$400.00	\$8,400.00
2E	Remove Hose Bib and its Appurtenances	EA	58	\$300.00	\$17,400.00
2F	Remove Existing Block Wall and Footing	LF	50	\$70.00	\$3,500.00
2G	Remove Existing Structure	SF	485	\$60.00	29,100.00
3	Removal of Concrete at Access Points (For details see below items)	--	--		
3A	Sawcut and Remove Existing Concrete Sidewalk	SF	9480	\$6.75	\$63,990.00
3B	Sawcut and Remove Existing Concrete Curb and Gutter	LF	2260	\$22.00	\$49,720.00

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
3C	Sawcut and Remove Concrete Driveway Approach	SF	1850	\$18.00	\$33,300.00
4	Grading and Site Preparation (For details see below items)	--	--		
4A	Grading	LS	1	\$80,000.00	\$80,000.00
4B	Construct Concrete Sidewalk	SF	9870	\$7.00	\$69,090.00
4C	Construct Concrete Curb and Gutter	LF	2240	\$42.00	\$94,080.00
4D	Construct Concrete Driveway Approach	SF	2500	\$20.00	\$50,000.00
4E	Construct Crushed Miscellaneous Base (CMB)	TON	1820	\$30.00	\$54,600.00
4F	Raised Amphitheater/ Seating Area with Boulder Seating	LS	1	\$75,000.00	\$75,000.00
4G	Relocate Existing Water Meter Box and Cover	EA	5	\$1,500.00	\$7,500.00
4H	Provide Erosion Control and BMPs	LS	1	\$15,000.00	\$15,000.00
4I	Prepare and Process SWPPP	LS	1	\$20,000.00	\$20,000.00
5	Export (For details see below items)	--	--		
5A	Unclassified Excavation	CY	25	\$200.00	\$5,000.00
5B	Unclassified Fill	CY	5	\$400.00	\$2,000.00
6	Water Connection and Irrigation Main Line (For details see below items)	--	--		
6A	Water Connection and Irrigation Mainline as Needed for Irrigation	EA	2	\$5,000.00	\$10,000.00
6B	Furnish and Install New 3/4" Copper Water Pipeline	LF	380	\$80.00	\$30,400.00
7	Electrical Connection Including Pedestal (Not Used)	NA	NA		
8	Conduit & Wire in Trench for Irrigation Controller	EA	2	\$8,000.00	\$16,000.00
9	Subdrainage	EA	3	\$1,000.00	\$3,000.00
10	Post Pedestrian Lighting (LED) (For details see below items)	--	--		
10A	Furnish and Install 3' Solar LED Bollard Light	EA	329	\$1,450.00	\$477,050.00
10B	Furnish and Install 14' Solar LED Pedestrian Light	EA	6	\$6,500.00	\$39,000.00

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
11	Miscellaneous Footings/Foundations (For details see below items)	--	--		
11A	Install New Post and Sign	EA	138	\$230.00	\$31,740.00
11B	Furnish and Install Boulders	LF	1,600	\$40.00	\$64,000.00
11C	Furnish and Install Removable Bollard	EA	60	\$4,600.00	\$276,000.00
12	Bioswale Construction	SF	4,456	\$15.00	\$66,840.00
13	Permeable Concrete Multi-Use Path	SF	38870	\$12.00	\$466,440.00
14	Decomposed Granite Walking Path (For details see below items)	--	--		
14A	Construct Decomposed Granite Surface 4" Thick	SF	28080	\$4.00	\$112,320.00
14B	Construct Aluminum Edging	LF	9,360	\$7.00	\$65,520.00
15	Soil Amendment and Plant Preparation	SF	163,000	\$0.52	\$84,760.00
16	Irrigation (For details see below items)	--	--		
16A	Irrigation Sleeving Under Paving	LF	625	\$24.00	\$15,000.00
16B	Irrigation Sleeving Under DG Paths and Dry Stream/ Bioswale	LF	490	\$20.00	\$9,800.00
16C	Spray Landscape Irrigation System	SF	153,450	\$2.20	\$337,590.00
17	Weed Control	SF	163,000	\$0.10	\$16,300.00
18	Landscape Edging (For Special Meditation/ Walking Path)	LS	1	\$5,500.00	\$5,500.00
19	Mulch for Planting and Other Gathering Space (Material Only, Installation by CCC)	SF	155,750	\$0.20	\$31,150.00
20	Trees with Staking (24" Box)	EA	342	\$380.00	\$129,960.00
21	Native Shrubs/Grasses (For details see below items)	--	--		
21A	Native Shrub Planting (1 Gallon)	EA	3,540	\$15.00	\$53,100.00
21B	Native Shrub Planting (15 Gallon)	EA	350	\$130.00	\$45,500.00
21C	Sodded Native Grass	SF	3,990	\$2.50	\$9,975.00

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
21D	Seeded Native Ground Cover	SF	13,160	\$ 0.75	\$ 9,870.00
22	Plant Establishment	LS	1	\$12,000.00	\$12,000.00
23	Funding Acknowledgement Sign	EA	2	\$5,000.00	\$10,000.00
24	Wayfinding Signage	EA	20	\$400.00	\$8,000.00
25	Natural Plan Area with Fiber Surfacing (For details see below items)	--	--		
25A	Toddler's Playground Equipment and Rubberized Surface	EA	1	\$82,420.00	\$82,420.00
25B	Children's Playground Equipment and Rubberized Surface	EA	1	\$93,100.00	\$93,100.00
26	Fitness Equipment (Single Unit)	EA	6	\$9,000.00	\$54,000.00
27	Bike Racks and Drinking Fountains (For details see below items)	--	--		
27A	Bike Racks	EA	3	\$4,000.00	\$12,000.00
27B	Drinking Fountain	EA	3	\$4,500.00	\$13,500.00
28	Trash Cans (Permanently Installed)	EA	13	\$900.00	\$11,700.00
29	Interpretive Signs	LS	1	\$5,000.00	\$5,000.00
30	Access Ramps/Stripping (For details see below items)	--	--		
30A	Construct Concrete Curb Ramp	EA	20	\$4,750.00	\$95,000.00
30B	Traffic Signing, Striping, Markings and Curb Painting	LS	1	\$29,000.00	\$29,000.00
31	Sitting Area Benches (For details see below items)	--	--		
31A	Install 6' Long Sitting Area Benches Provided by City	EA	18	\$600.00	\$10,800.00
31B	8' Handicap Accessible Picnic Tables	EA	3	\$2,500.00	\$7,500.00
32	Sawcut and Remove Existing AC Speed Bump	EA	1	\$8,100.00	\$8,100.00
33	Construct New AC Speed Bump	EA	1	\$17,200.00	\$17,200.00
TOTAL AMOUNT BID IN FIGURES					\$ 3,776,815.00

TOTAL AMOUNT BID IN WORDS:

Three Million seven hundred seven hundred
seventy six thousand eight hundred fifteen ⁰⁰/₁₀₀ Dollars

Bidder's Signature

Title

Leonida Builders, Inc.
Company Name



DESIGNATION OF SUBCONTRACTORS

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

<u>NAME, ADDRESS, LICENSE NO., AND PHONE NUMBER OF SUBCONTRACTORS, SUPPLIERS, AND VENDORS</u>	<u>PORCION OF WORK, MATERIALS, OR EQUIPMENT</u>
On Point Land Surveying, Inc. 909-792-2221 1910 Orange Tree Lane Redlands, CA 92374	Surveying
Superior Pavement Markings License no. 776306 DIR NO. 100000476 951-845-2799 PO BOX 275 Beaumont, CA 92223	Install new post and signs, and traffic Signing and striping
Socal Stormwater Runoff Solution 310-343-8313 15030 Ventura Blvd. #669 Sherman Oaks CA 91403 DIR 1000435627	SWPPP
SpectraTurf 800-875-5788 License no. 854429 DIR no. 1000002615 555 S Promenade Ave Suite 103 Corona CA 92879	safety surface
Advanced landscape 2000 inc Licence # 829882 DIR: 1000002645 5900 Carnegie Ave. Suite 280	Landscape

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

REFERENCES

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

1. City of Wildomar 23873 Clinton Keith Rd. Wildomar, CA 92595
Name and Address of Agency
Matt Bennett 951-677-7751
Name and telephone number of person familiar with project
\$1,080,050.00 Multi-trade improvement, included but not limited to, April 2018
pedestrian/cycle trails and walkways, and concrete work.
Contract amount Type of work Date completed
2. City of Fontana 8353 Sierra Avenue Fontana, CA 92335
Name and Address of Agency
Jeff Kim 909-350-6724
Name and telephone number of person familiar with project
\$672,830.00 Parking lot expansion, ADA upgrades, tree removal, and electrical work March 2019
Contract amount Type of work Date completed
3. City of Riverside 3900 Main St, Riverside, CA 92522
Name and Address of Agency
Fred Cerda 951-712-4966
Name and telephone number of person familiar with project
\$494,350.00 This project involved creating a brand new catch basin for the water runoff at Mt. Rubidoux, which included installation of a culvert to drain the water into the catch basin, earthwork, concrete work. April 2019
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:

Surety: Great American Insurance Company / 714-740-3117 / 750 The City Drive South #470 Orange CA 92868

Agent: C&D Bonding and Insurance Services/ 626-859-1000 / 534 E Badillo St Covina CA 91723

Insurance Broker (GL, Auto, Umbrella) : Diamond Valley Insurance Services / 951-553-7400 / 41856 Ivy St. # 108 Murrieta CA 92562

Workers Compensation : Capital Providers Insurance Services, Inc. / 818-676-0016 / 20750 Vutura Blvd #305 Woodland Hills, CA 91364

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 Leonida Builders, Inc.

Business Address: 15821 Live Oak Springs Canyon Rd.

Santa Clarita, CA 91387

Telephone 909-275-3354

State Contractor's License No. and Class: 896772 / A, B, & C-8

Original Date Issued 05/18/07 Expiration Date 05/31/2021

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

Corporation

Panagiotis Leonida, President, Secretary and Treasurer / 951-532-7717

15821 Live Oak Springs Canyon Rd. Santa Clarita CA, 91387

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

None

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


None

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, title, hands, and seals of all forenamed principals this 10 day of December, 2019.

BIDDER Leonida Builders, Inc.

15821 Live Oak Springs Canyon Rd. Santa Clarita CA, 91387

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

Panagiotis Leonida

Printed Name

President, Secretary & Treasurer

Title

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

NOTARY PUBLIC _____

See Attached

CALIFORNIA JURAT

GOVERNMENT CODE § 8202

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

State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me on
this 10th day of December, 2019, by
Date Month Year

(1) Panagiotis Leonida

(and (2) _____),
Name(s) of Signer(s)



Place Notary Seal and/or Stamp Above

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

Signature [Signature]
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Bidder's Information

Document Date: December 10th, 2019 Number of Pages: 3

Signer(s) Other Than Named Above: N/A

See Attached

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

HUNTINGTON PARK LINEAR GREENWAY PROJECT

FY 2019/2020
CIP NO 2018-08

IN THE CITY OF HUNTINGTON PARK

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

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

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

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

See Attached

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.

See Attached

BID BOND

KNOW ALL BY THESE PRESENTS, That we, LEONIDA BUILDERS, INC.

of 13851 SANTA ANA AVE. FONTANA, CA 92337 (hereinafter called the Principal),

as Principal, and GREAT AMERICAN INSURANCE COMPANY

(hereinafter called the Surety), as Surety are held and firmly bound unto CITY OF HUNTINGTON PARK

(hereinafter called the Oblige) in the penal sum of TEN PERCENT OF AMOUNT BID

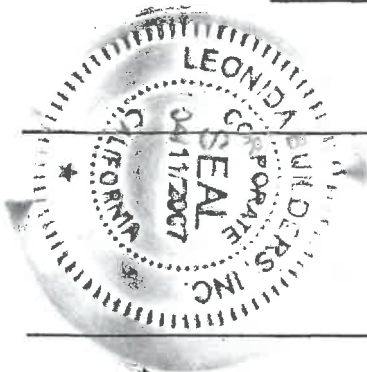
Dollars (\$ 10%)

for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has submitted or is about to submit a proposal to the Oblige on a contract for HUNTINGTON LINEAR GREENWAY PROJECT

NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Oblige for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 9TH day of DECEMBER, 2019.



Witness

Witness

LEONIDA BUILDERS, INC.

(Seal)

Principal

President & Secretary

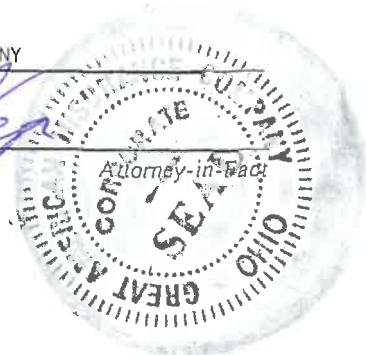
Title

GREAT AMERICAN INSURANCE COMPANY

By

KEVIN VEGA

Attorney-in-Fact



See Attached

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than FOUR

No. 0 20974

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
PHILIP E. VEGA	ALL OF	ALL
KEVIN VEGA	COVINA, CALIFORNIA	\$100,000,000
BRITTON CHRISTIANSEN		
MYRNA F. SMITH		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 29TH day of NOVEMBER, 2017
Attest
GREAT AMERICAN INSURANCE COMPANY



Atty L C B
Assistant Secretary

David C. Kitchen
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 29TH day of NOVEMBER, 2017, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-18-2020

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-In-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 9TH

day of DECEMBER

, 2019



Atty L C B
Assistant Secretary



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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

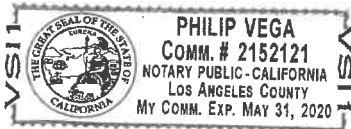
State of California)
County of LOS ANGELES)

On 12/09/2019 before me, PHILIP VEGA, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer
personally appeared Kevin Vega, Attorney-in-Fact
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

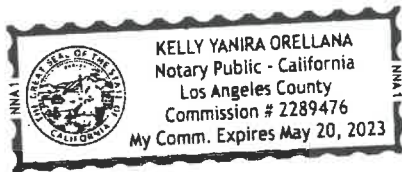
State of California

County of Los Angeles }

On December 10, 2019 before me, Kelly Yanira Orellana Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Panagiotis Leonida
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Bid Bond

Document Date: December 9th, 2019 Number of Pages: 4

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: Panagiotis Leonida Signer's Name: _____

☒ Corporate Officer – Title(s): President/Secretary ☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General ☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact ☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator ☐ Trustee ☐ Guardian or Conservator

☐ Other: _____ ☐ Other: _____

Signer is Representing: _____ Signer is Representing: _____

Leonida Builders, Inc.

BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE

FOR

HUNTINGTON PARK LINEAR GREENWAY PROJECT

FY 2019/2020

CIP NO 2018-08

IN THE CITY OF HUNTINGTON PARK

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

QUESTIONNAIRE

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

Yes _____

No X _____

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

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

PROPOSAL GUARANTEE
CASH, CASHIER'S CHECK, OR CERTIFIED CHECK
FOR
HUNTINGTON PARK LINEAR GREENWAY PROJECT
FY 2019/2020
CIP NO 2018-08
IN THE CITY OF HUNTINGTON PARK

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

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

n/a _____

n/a _____

Bid

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:

Leonida Builders, Inc.

Contractor Name

1000025666

Contractor Department of Industrial Relations Registration Number:

06/30/2021

Expiration Date of Registration Number

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

November 6, 2019

CITY OF HUNTINGTON PARK

Addendum No. 1

NOTICE INVITING BID FOR HUNTINGTON PARK GREENWAY PROJECT PROJECT NO.: 2018-08

The following modifications are hereby made a part of the Notice Inviting Bid (NIB) and supersede, replace, and/or amend the provisions included in the original NIB. The following addendum is hereby made a part of the NIB:

- A mandatory project job-walk will take place on November 14, 2019 at 9:00 AM in front of the empty lot located in between 3424-3452 Walnut Street
- Contractor must hold and honor bid unit prices for a period of six (6) months after bid submittal
- Bid Item No. 19 – Mulch for Planting and Other Gathering Space (Material Only, Installation by CCC): Installation of material shall be by California Conservation Corps (CCC), Contractor to coordinate with CCC for delivery and installation.

End of Addendum No. 1

By order of the City of Huntington Park, Public Works Department

By: Cesar Roldan
Cesar Roldan, Engineering Services Manager

Date: November 6, 2019

**NOTICE INVITING BID FOR
HUNTINGTON PARK GREENWAY PROJECT
PROJECT NO.: 2018-08**

Any and all notifications or Addendums must be acknowledged via signature by the Bidder and made part of and incorporated as part of the Bidder's proposal.

Statement of Bidder Acknowledgment

Please sign the acknowledgment below and include it as part of your Bid Proposal.

Leonida Builders, Inc.

Contractor Name

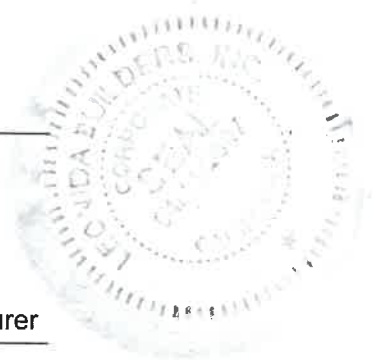
Signature _____

12/10/19

Date

President, Secretary & Treasurer

Title



Hereby acknowledge receipt of Addendum No. 1 to NOTICE INVITING BID FOR HUNTINGTON PARK GREENWAY PROJECT PROJECT NO.: 2018-08 and have considered these in the preparation of my proposal. This Addendum shall become part of any contract made pursuant thereto.

cc: Office of City Clerk

November 27, 2019

CITY OF HUNTINGTON PARK

Addendum No. 2

NOTICE INVITING BID FOR HUNTINGTON PARK GREENWAY PROJECT PROJECT NO.: 2018-08

The following modifications are hereby made a part of the Notice Inviting Bid (NIB) and supersede, replace, and/or amend the provisions included in the original NIB. The following addendum is hereby made a part of the NIB:

- City of Huntington Park will allow C-27 licensed contractors to bid on this project. California Code of Regulations
 - Title 16, Division 8, Article 3. Classifications
 - A landscape contractor constructs, maintains, repairs, installs, or subcontracts the development of landscape systems and facilities for public and private gardens and other areas which are designed to aesthetically, architecturally, horticulturally, or functionally improve the grounds within or surrounding a structure or a tract or plot of land. In connection therewith, a landscape contractor prepares and grades plots and areas of land for the installation of any architectural, horticultural and decorative treatment or arrangement.
- A mandatory project job-walk will take place on Tuesday, December 3, 2019 at 9:00 AM in front of the empty lot located in between 3424-3452 Walnut Street
 - **Contractors that attended and signed in at the mandatory project job-walk meeting that took place on November 14, 2019 do not have to attend.**
- The new bid date will take place on Tuesday, December 10, 2019 at 2:00 PM instead of Wednesday, December 5, 2019 at 2:10 PM.

End of Addendum No. 2

New bid date: Tuesday, December 10, 2019 at 2:00 PM

By order of the City of Huntington Park, Public Works Department

By: Cesar Roldan
Cesar Roldan, Engineering Services Manager

Date: November 27, 2019

**NOTICE INVITING BID FOR
HUNTINGTON PARK GREENWAY PROJECT
PROJECT NO.: 2018-08**

Addendum No. 2

Any and all notifications or Addendums must be acknowledged via signature by the Bidder and made part of and incorporated as part of the Bidder's proposal.

Statement of Bidder Acknowledgment

Please sign the acknowledgment below and include it as part of your Bid Proposal.

Leonida Builders, Inc.
Contractor Name

Signature



12/10/19
Date

President, Secretary & Treasurer
Title

Hereby acknowledge receipt of Addendum No. 2 to NOTICE INVITING BID FOR HUNTINGTON PARK GREENWAY PROJECT PROJECT NO.: 2018-08 and have considered these in the preparation of my proposal. This Addendum shall become part of any contract made pursuant thereto.

cc: Office of City Clerk

November 6, 2019

The following
supersede, replace,
and/or amend the
following addendum

- A mandatory
front of the
Contractor must
submit a
bid submittal
• Bid Item No. 1
Installation by
Corps (CCC), Co

By order of the

By: Cesar
Cesar Roldan, Eng

Date: November 6, 2019

November 6, 2019

CITY OF HUNTINGTON PARK

Addendum No. 1

NOTICE INVITING BID FOR HUNTINGTON PARK GREENWAY PROJECT PROJECT NO.: 2018-08

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End of Addendum No. 1

By order of the City of Huntington Park, Public Works Department

By: Cesar Roldan
Cesar Roldan, Engineering Services Manager

Date: November 6, 2019

**NOTICE INVITING BID FOR
HUNTINGTON PARK GREENWAY PROJECT
PROJECT NO.: 2018-08**


Any and all notifications or Addendums must be acknowledged via signature by the Bidder and made part of and incorporated as part of the Bidder's proposal.

Statement of Bidder Acknowledgment

Please sign the acknowledgment below and include it as part of your Bid Proposal.

Los Angeles Engineering, Inc.

Contractor Name



Signature

11/07/2019

Date

Aaron O'Brien, Secretary

Title

Hereby acknowledge receipt of Addendum No. 1 to NOTICE INVITING BID FOR HUNTINGTON PARK GREENWAY PROJECT PROJECT NO.: 2018-08 and have considered these in the preparation of my proposal. This Addendum shall become part of any contract made pursuant thereto.

cc: Office of City Clerk

November 27, 2019

CITY OF HUNTINGTON PARK

Addendum No. 2

NOTICE INVITING BID FOR HUNTINGTON PARK GREENWAY PROJECT PROJECT NO.: 2018-08

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New bid date: Tuesday, December 10, 2019 at 2:00 PM

By order of the City of Huntington Park, Public Works Department

By: Cesar Roldan
Cesar Roldan, Engineering Services Manager

Date: November 27, 2019

**NOTICE INVITING BID FOR
HUNTINGTON PARK GREENWAY PROJECT
PROJECT NO.: 2018-08**

Addendum No. 2

Any and all notifications or Addendums must be acknowledged via signature by the Bidder and made part of and incorporated as part of the Bidder's proposal.

Statement of Bidder Acknowledgment

Please sign the acknowledgment below and include it as part of your Bid Proposal.

Los Angeles Engineering, Inc.

Contractor Name



Signature

12/02/2019

Date

Aaron O'Brien, Secretary

Title

Hereby acknowledge receipt of Addendum No. 2 to NOTICE INVITING BID FOR HUNTINGTON PARK GREENWAY PROJECT PROJECT NO.: 2018-08 and have considered these in the preparation of my proposal. This Addendum shall become part of any contract made pursuant thereto.

cc: Office of City Clerk

PROPOSAL
FOR
HUNTINGTON PARK LINEAR GREENWAY PROJECT
FY 2019/2020
CIP NO 2018-08
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 one-hundred and eighty (180) 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
HUNTINGTON PARK LINEAR GREENWAY PROJECT

FY 2019/2020
CIP NO 2018-08

IN THE CITY OF HUNTINGTON PARK

The undersigned declares that he/she has carefully examined the location of the proposed work, that he/she 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	LS	1	380000-	380000-
2	Site Clear and Grub (For details see below items)	--	--		
2A	Remove Existing Fence and Post	LF	4240	15-	63600-
2B	Remove Existing Sign and Post	EA	21	350-	7350-
2C	Remove Existing Tree/Bush and Root	EA	14	1000-	14000- 140000 (100)
2D	Remove Irrigation Valve and its Appurtenances	EA	21	300-	6300-
2E	Remove Hose Bib and its Appurtenances	EA	58	200-	11600-
2F	Remove Existing Block Wall and Footing	LF	50	100-	5000-
2G	Remove Existing Structure	SF	485	35-	16975-
3	Removal of Concrete at Access Points (For details see below items)	--	--		
3A	Sawcut and Remove Existing Concrete Sidewalk	SF	9480	3-	28440-
3B	Sawcut and Remove Existing Concrete Curb and Gutter	LF	2260	7-	15820-

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
3C	Sawcut and Remove Concrete Driveway Approach	SF	1850	4-	7400-
4	Grading and Site Preparation (For details see below items)	--	--		
4A	Grading	LS	1	267000-	267000-
4B	Construct Concrete Sidewalk	SF	9870	8-	78960-
4C	Construct Concrete Curb and Gutter	LF	2240	36-	80640-
4D	Construct Concrete Driveway Approach	SF	2500	16-	40000-
4E	Construct Crushed Miscellaneous Base (CMB)	TON	1820	75-	136500-
4F	Raised Amphitheater/ Seating Area with Boulder Seating	LS	1	10000-	10000-
4G	Relocate Existing Water Meter Box and Cover	EA	5	800-	4000-
4H	Provide Erosion Control and BMPs	LS	1	52000-	52000-
4I	Prepare and Process SWPPP	LS	1	10000-	10000-
5	Export (For details see below items)	--	--		
5A	Unclassified Excavation	CY	25	200-	5000-
5B	Unclassified Fill	CY	5	450-	2250-
6	Water Connection and Irrigation Main Line (For details see below items)	--	--		
6A	Water Connection and Irrigation Mainline as Needed for Irrigation	EA	2	15000-	30000-
6B	Furnish and Install New 3/4" Copper Water Pipeline	LF	380	50-	19000-
7	Electrical Connection Including Pedestal (Not Used)	NA	NA	0	0
8	Conduit & Wire in Trench for Irrigation Controller	EA	2	12000-	24000-
9	Subdrainage	EA	3	500-	1500-
10	Post Pedestrian Lighting (LED) (For details see below items)	--	--		
10A	Furnish and Install 3' Solar LED Bollard Light	EA	329	1800-	592200-
10B	Furnish and Install 14' Solar LED Pedestrian Light	EA	6	7200-	43200-

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
11	Miscellaneous Footings/Foundations (For details see below items)	--	--		
11A	Install New Post and Sign	EA	138	245-	33810-
11B	Furnish and Install Boulders	LF	1,600	40-	64000-
11C	Furnish and Install Removable Bollard	EA	60	1400-	84000-
12	Bioswale Construction	SF	4,456	15-	66840-
13	Permeable Concrete Multi-Use Path	SF	38870	10-	388700-
14	Decomposed Granite Walking Path (For details see below items)	--	--		
14A	Construct Decomposed Granite Surface 4" Thick	SF	28080	3-	84240-
14B	Construct Aluminum Edging	LF	9,360	6.50	60840-
15	Soil Amendment and Plant Preparation	SF	163,000	0.25	40750-
16	Irrigation (For details see below items)	--	--		
16A	Irrigation Sleeving Under Paving	LF	625	55-	34375-
16B	Irrigation Sleeving Under DG Paths and Dry Stream/ Bioswale	LF	490	36-	17640-
16C	Spray Landscape Irrigation System	SF	153,450	1.30	199485-
17	Weed Control	SF	163,000	0.03	4890-
18	Landscape Edging (For Special Meditation/ Walking Path)	LS	1	14500-	14500-
19	Mulch for Planting and Other Gathering Space (Material Only, Installation by CCC)	SF	155,750	0.40	62300-
20	Trees with Staking (24" Box)	EA	342	325-	111150-
21	Native Shrubs/Grasses (For details see below items)	--	--		
21A	Native Shrub Planting (1 Gallon)	EA	3,540	10-	35400-
21B	Native Shrub Planting (15 Gallon)	EA	350	145-	50750-
21C	Sodded Native Grass	SF	3,990	2.30	9177-

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
21D	Seeded Native Ground Cover	SF	13,160	0.30	3948-
22	Plant Establishment	LS	1	15000-	15000-
23	Funding Acknowledgement Sign	EA	2	1300-	2600-
24	Wayfinding Signage	EA	20	1400-	28000-
25	Natural Plan Area with Fiber Surfacing (For details see below items)	--	--		
25A	Toddler's Playground Equipment and Rubberized Surface	EA	1	110000-	110000-
25B	Children's Playground Equipment and Rubberized Surface	EA	1	120000-	120000-
26	Fitness Equipment (Single Unit)	EA	6	8000-	48000-
27	Bike Racks and Drinking Fountains (For details see below items)	--	--		
27A	Bike Racks	EA	3	2200-	6600-
27B	Drinking Fountain	EA	3	5000-	15000-
28	Trash Cans (Permanently Installed)	EA	13	1500-	19500-
29	Interpretive Signs	LS	1	23000-	23000-
30	Access Ramps/Stripping (For details see below items)	--	--		
30A	Construct Concrete Curb Ramp	EA	20	3600-	72000-
30B	Traffic Signing, Striping, Markings and Curb Painting	LS	1	28000-	28000-
31	Sitting Area Benches (For details see below items)	--	--		
31A	Install 6' Long Sitting Area Benches Provided by City	EA	18	1000-	18000-
31B	8' Handicap Accessible Picnic Tables	EA	3	2200-	6600-
32	Sawcut and Remove Existing AC Speed Bump	EA	1	2600-	2600-
33	Construct New AC Speed Bump	EA	1	3200-	3200-
TOTAL AMOUNT BID IN FIGURES					\$ 3837630-

TOTAL AMOUNT BID IN WORDS:

three million eight hundred thirty seven thousand
six hundred thirty Dollars and zero cents

Bidder's Signature

Aaron O'Brien, Secretary

Title

Los Angeles Engineering, Inc.

Company Name

DESIGNATION OF SUBCONTRACTORS

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

NAME, ADDRESS, LICENSE NO., AND PHONE NUMBER OF SUBCONTRACTORS, SUPPLIERS, AND VENDORS	PORTION OF WORK, MATERIALS, OR EQUIPMENT
Superior Pavement Markings Inc 5312 Cypress St., Cypress, CA 90630 776 306 714 995 9100	Striping (partial) ^{AOB} Striping & Signs (all partial)
TJ Janka Const. Inc. 2322 N. Batavia St. Orange, CA 92865 744 195 714 921 3940	Rubberized Surfacing and Playground install (all partial)
Jessmar Const. 2528 Oakmont Ave Santa Ana, CA 92706 739 665 714 972 2665	Boring (partial)
Whitman Electric 20523 Summertown St. Walnut CA 91789 712 068 626 255 1091	Electrical (partial) ^{AOB} Electrical (partial)

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

DESIGNATION OF SUBCONTRACTORS

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

[illegible]

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

DESIGNATION OF SUBCONTRACTORS

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

[illegible]

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

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[illegible]

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

DESIGNATION OF SUBCONTRACTORS

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

[illegible]

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

DESIGNATION OF SUBCONTRACTORS

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

[illegible]

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

REFERENCES

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

1. Jurupa Community Services District - 11201 Harrel St., Jurupa Valley, CA 91752

Name and Address of Agency

Rafael Gonzalez - 951-727-3524

Name and telephone number of person familiar with project

611,100.00	Driveway and New Multi-Use Trail	July 2018
Contract amount	Type of work	Date completed

2. City of Buena Park - 665 Beach Blvd, Buena Park, CA 90622

Name and Address of Agency

Wood Nosome - 714-562-3500

Name and telephone number of person familiar with project

2,042,055.60	Park Improvements	April 2018
Contract amount	Type of work	Date completed

3. Los Angeles Neighborhood Land Trust - 315 W. 9th St, Ste 1002, Los Angeles, CA 90015

Name and Address of Agency

Hope Escario - 213-797-6555

Name and telephone number of person familiar with project

3,271,731.00	New Park Construction	December 2017
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:

Liberty Mutual Insurance Company - 790 The City Drive, Orange, CA 92868 714-634-3311 (Surety)

Alliant Insurance Services, Inc. - 333 S. Hope St., Ste 3750, Los Angeles, CA 90071 213-443-2476 (Broker)

Old Republic General Ins. Co. - 307 N. Michigan Ave, Chicago, IL 60601 800-406-2137 (Insurer)

Hub International, Inc. - 4695 MacArthur Ct, Ste 600, Newport Beach, CA 92660 949-623-1036 (insurance Broker)

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 Los Angeles Engineering, Inc.

Business Address: 633 N. Barranca Ave, Covina, CA 91723

Telephone 626-454-5222

State Contractor's License No. and Class: 591176 - A,B,C10,C27,C61/D12,HAZ

Original Date Issued 03/26/1990 Expiration Date 03/31/2020

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

Angus O'Brien - President - 633 N. Barranca Ave, Covina, CA 91723 - 626-454-5222

Aaron O'Brien - Secretary - 633 N. Barranca Ave, Covina, CA 91723 - 626-454-5222

Beth Ballard - CFO - 633 N. Barranca Ave, Covina, CA 91723 - 626-454-5222

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

None

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

Aaron O'Brien - Union Construction and Engineering, Inc. - 04/2007 to 10/2011

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, title, hands, and seals of all forenamed principals this 10th day of December, 2019.

BIDDER Los Angeles Engineering, Inc.

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



Signature of Contractor's Representative

Aaron O'Brien

Printed Name

Secretary

Title

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

NOTARY PUBLIC See Attached Notary Acknowledgement

ACKNOWLEDGMENT

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

State of California
County of Los Angeles)

On 12/10/2019 before me, Joseph Haygood, Notary Public
(insert name and title of the officer)

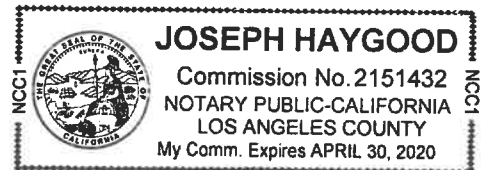
personally appeared Aaron O'Brien
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

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

WITNESS my hand and official seal.

Signature

(Seal)



ACKNOWLEDGMENT

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

State of California
County of Los Angeles)

On 12/10/2019 before me, Joseph Haygood, Notary Public
(insert name and title of the officer)

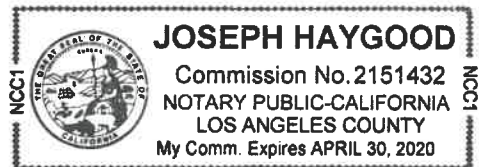
personally appeared Aaron O'Brien,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

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

WITNESS my hand and official seal.


Signature 

(Seal)



Civil Code § 1189

State of California)
) ss
County of Los Angeles)

 PATRICIA ARANA
Notary Public - California
Los Angeles County
Commission # 2220761
My Comm. Expires Nov 5, 2021

Patricia Arana, Notary Public



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

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

Certificate No: **8200301-977459**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Noemi Quiroz, E. S. Albrecht, Jr., Patricia S. Arana, C. K. Nakamura, Maria Pena, Jessica L. Rosser, Jeffrey Strassner, Lisa L. Thornton, Tim M. Tomko, Natalie K. Trofimoff

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of January, 2019.



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

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 15th day of January, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



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

By:

Teresa Pastella
Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this NOV 22 2019 day of _____, _____.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

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

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

BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE
FOR
HUNTINGTON PARK LINEAR GREENWAY PROJECT
FY 2019/2020
CIP NO 2018-08
IN THE CITY OF HUNTINGTON PARK

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

QUESTIONNAIRE

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

Yes _____

No x _____

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

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

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

FOR

HUNTINGTON PARK LINEAR GREENWAY PROJECT

FY 2019/2020
CIP NO 2018-08

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.

Bid

MINUTES OF SPECIAL MEETING OF THE
BOARD OF DIRECTORS OF
LOS ANGELES ENGINEERING, INC.
A California Corporation

The Directors of LOS ANGELES ENGINEERING, INC., A California Corporation, held the special Meeting of the Board of Directors at 633 N. Barranca, Covina, California, on March 27, 2018 at the hour of 2:00 p.m. for the purpose of passing on any business which might be brought before the meeting.

There were present at said meeting the following Directors, constituting a quorum of the full Board:

ANGUS O'BRIEN AND AARON O'BRIEN

ANGUS O'BRIEN acted as Chairman of the meeting and AARON O'BRIEN acted as Secretary of the meeting.

RESOLVED - Angus O'Brien, Aaron O'Brien and Beth Ballard as Officers are authorized to sign bid documents and contracts concerning the corporation business and thereby bind the corporation to the contract and is authorized to do all things necessary and properly to carry out negotiations and execution of contracts with a public agency.

RESOLVED - The following persons are confirmed as the duly elected officers, serving in their said capacity until their successors are elected and qualified:

Angus O'Brien	President
Aaron O'Brien	Secretary
Aaron O'Brien	Chief Operating Officer
Beth Ballard	Chief Financial Officer

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

AARON O'BRIEN, Secretary

ATTEST:

ANGUS O'BRIEN, Chairman and
President

This Corporate Resolution is in force.
Signed this 10th day of December, 2019


Aaron O'Brien, Secretary

PROPOSAL
FOR
HUNTINGTON PARK LINEAR GREENWAY PROJECT
FY 2019/2020
CIP NO 2018-08

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 one-hundred and eighty (180) 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

HUNTINGTON PARK LINEAR GREENWAY PROJECT

FY 2019/2020

CIP NO 2018-08

IN THE CITY OF HUNTINGTON PARK

The undersigned declares that he/she has carefully examined the location of the proposed work, that he/she 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	LS	1	155000	155000
2	Site Clear and Grub (For details see below items)	--	--	MA 10	
2A	Remove Existing Fence and Post	LF	4240	MA 350 10	42400
2B	Remove Existing Sign and Post	EA	21	MA 350 350	7350
2C	Remove Existing Tree/Bush and Root	EA	14	MA 350 1000	14000
2D	Remove Irrigation Valve and its Appurtenances	EA	21	MA 350 350	7350
2E	Remove Hose Bib and its Appurtenances	EA	58	MA 145 150	8700
2F	Remove Existing Block Wall and Footing	LF	50	MA 175 175	8750
2G	Remove Existing Structure	SF	485	MA 88 88	42680
3	Removal of Concrete at Access Points (For details see below items)	--	--	MA 14	
3A	Sawcut and Remove Existing Concrete Sidewalk	SF	9480	7	66360
3B	Sawcut and Remove Existing Concrete Curb and Gutter	LF	2260	10	22600

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
3C	Sawcut and Remove Concrete Driveway Approach	SF	1850	10	18500
4	Grading and Site Preparation (For details see below items)	--	--		
4A	Grading	LS	1	70000	70000
4B	Construct Concrete Sidewalk	SF	9870	8.25	81427.50
4C	Construct Concrete Curb and Gutter	LF	2240	48	107520
4D	Construct Concrete Driveway Approach	SF	2500	20	50000
4E	Construct Crushed Miscellaneous Base (CMB)	TON	1820	58	105560
4F	Raised Amphitheater/ Seating Area with Boulder Seating	LS	1	65000	65000
4G	Relocate Existing Water Meter Box and Cover	EA	5	1000	5000
4H	Provide Erosion Control and BMPs	LS	1	15000	15000
4I	Prepare and Process SWPPP	LS	1	10000	10000
5	Export (For details see below items)	--	--		
5A	Unclassified Excavation	CY	25	300	7500
5B	Unclassified Fill	CY	5	500	25000
6	Water Connection and Irrigation Main Line (For details see below items)	--	--		
6A	Water Connection and Irrigation Mainline as Needed for Irrigation	EA	2	22500	45000
6B	Furnish and Install New 3/4" Copper Water Pipeline	LF	380	150	57000
7	Electrical Connection Including Pedestal (Not Used)	NA	NA		
8	Conduit & Wire in Trench for Irrigation Controller	EA	2	7500	15000
9	Subdrainage	EA	3	4750	14250
10	Post Pedestrian Lighting (LED) (For details see below items)	--	--		
10A	Furnish and Install 3' Solar LED Bollard Light	EA	329	1635	537915
10B	Furnish and Install 14' Solar LED Pedestrian Light	EA	6	10000	60000

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
11	Miscellaneous Footings/Foundations (For details see below items)	--	--		
11A	Install New Post and Sign	EA	138	250	34500
11B	Furnish and Install Boulders	LF	1,600	35	56000
11C	Furnish and Install Removable Bollard	EA	60	1375	82500
12	Bioswale Construction	SF	4,456	27	MA 120312 120312
13	Permeable Concrete Multi-Use Path	SF	38870	14.50	563615
14	Decomposed Granite Walking Path (For details see below items)	--	--		
14A	Construct Decomposed Granite Surface 4" Thick	SF	28080	4	112320
14B	Construct Aluminum Edging	LF	9,360	9	84240
15	Soil Amendment and Plant Preparation	SF	163,000	.35	57050
16	Irrigation (For details see below items)	--	--		
16A	Irrigation Sleeving Under Paving	LF	625	56	35000
16B	Irrigation Sleeving Under DG Paths and Dry Stream/ Bioswale	LF	490	20	9800
16C	Spray Landscape Irrigation System	SF	153,450	5	767250
17	Weed Control	SF	163,000	.12	19560
18	Landscape Edging (For Special Meditation/ Walking Path)	LS	1	25000	25000
19	Mulch for Planting and Other Gathering Space (Material Only, Installation by CCC)	SF	155,750	.45	70087.50
20	Trees with Staking (24" Box)	EA	342	400	136800
21	Native Shrubs/Grasses (For details see below items)	--	--		
21A	Native Shrub Planting (1 Gallon)	EA	3,540	12	42480
21B	Native Shrub Planting (15 Gallon)	EA	350	150	52500
21C	Sodded Native Grass	SF	3,990	7	27930

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
21D	Seeded Native Ground Cover	SF	13,160	2	
22	Plant Establishment	LS	1	30000	
23	Funding Acknowledgement Sign	EA	2	5000	
24	Wayfinding Signage	EA	20	450	
25	Natural Plan Area with Fiber Surfacing (For details see below items)	--	--		
25A	Toddler's Playground Equipment and Rubberized Surface	EA	1	25700	
25B	Children's Playground Equipment and Rubberized Surface	EA	1	225000	
26	Fitness Equipment (Single Unit)	EA	6	2000	
27	Bike Racks and Drinking Fountains (For details see below items)	--	--		
27A	Bike Racks	EA	3	1500	
27B	Drinking Fountain	EA	3	12750	
28	Trash Cans (Permanently Installed)	EA	13	2250	
29	Interpretive Signs	LS	1	48000	
30	Access Ramps/Stripping (For details see below items)	--	--		
30A	Construct Concrete Curb Ramp	EA	20	5500	
30B	Traffic Signing, Striping, Markings and Curb Painting	LS	1	39000	
31	Sitting Area Benches (For details see below items)	--	--		
31A	Install 6' Long Sitting Area Benches Provided by City	EA	18	750	
31B	8' Handicap Accessible Picnic Tables	EA	3	2500	
32	Sawcut and Remove Existing AC Speed Bump	EA	1	1500	
33	Construct New AC Speed Bump	EA	1	9500	
TOTAL AMOUNT BID IN FIGURES					\$

TOTAL AMOUNT BID IN WORDS:

4,701,627 Four million seven hundred
one thousand six hundred twenty seven Dollars

Makana Amer President

Bidder's Signature

Title

YAKAR
Company Name

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

**PORTION OF WORK,
MATERIALS, OR EQUIPMENT**

concrete

electrical

Sign & Stripe

C-7

REFERENCES

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

1. City of Costa Mesa - Harbor Blvd
Name and Address of Agency
Azita Fakoorbayat 714)754-5000
Name and telephone number of person familiar with project
\$993,481 Median imp. 6/19
Contract amount Type of work Date completed
2. City of Pasadena - Desiderio Park
Name and Address of Agency
Jeff Khun 626)744-7389
Name and telephone number of person familiar with project
\$1,831,000 Develope 3.8 acer park 5/19
Contract amount Type of work Date completed
3. Caltrans 12-0H2434 91 Fwy Buena Park
Name and Address of Agency
Dan Thai 949)279-8873
Name and telephone number of person familiar with project
\$1,663,845 Fiber optic & CCTV 10/17
Contract amount Type of work Date completed

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

Pinnacle Surety Insurance Services
151 Kaimus Dr suite A201, Costa Mesa, CA, 92626
Shawn Blume 714)546-5100

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 YAKAR

Business Address: 689 E San Bernardino Rd
COVINA CA 91723

Telephone 909)599-1612

State Contractor's License No. and Class: 909978 A,B,C10

Original Date Issued 2/1/08 Expiration Date 6/29/20

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:

Makana Amer/President

689 E San Bernardino Rd, Covina, CA, 91723

909)599-1612

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

N/A


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

N/A

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, title, hands, and seals of all forenamed principals this 10 day of December, 2019.

BIDDER YAKAR

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
Makana Amer

Printed Name
President

Title

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

NOTARY PUBLIC see attached_____

ACKNOWLEDGMENT

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

State of California
County of Los Angeles)

On 12-9-19 before me, Judy A. Arroyave, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature

Judy Arroyave

(Seal)



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

HUNTINGTON PARK LINEAR GREENWAY PROJECT

FY 2019/2020
CIP NO 2018-08

IN THE CITY OF HUNTINGTON PARK

KNOW ALL MEN BY THESE PRESENTS that YAKAR
United States Fire Insurance Company, as BIDDER, and
United States Fire Insurance Company, as SURETY, are held and firmly
bound unto the City of Huntington Park, as AGENCY, in the penal sum of
Ten Percent of Total Bid Amount
_____ dollars (\$ 10.0% of Bid _____), 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
4th day of December, 20 19.

BIDDER* YAKAR, 689 E. San Bernardino Road, Covina, CA 91723, (909)599-1612

Makana Amara President

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

Vanessa Copeland, Attorney-in-Fact, 151 Kalmus Dr., Ste A201, Costa Mesa, CA 92626, (714)546-5100

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

NOTARY PUBLIC See Attached

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE 1189

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

State of California)

County of Orange)

On 12/4/19 before me, Natassia Kirk-Smith, Notary Public,

personally appeared Vanessa Copeland

Name(s) of Signer(s)

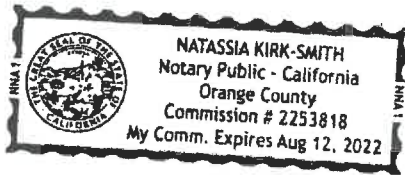
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

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

WITNESS my hand and official seal.

Signature: Natassia Smith

Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Type or Title of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Vanessa Copeland

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

Signer Is Representing: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

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

01016

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

Eric Lowey, Mark Richardson, Vanessa Copeland, Kevin Cathcart, Shawn Blume

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

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

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2020.

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

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

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

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

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

UNITED STATES FIRE INSURANCE COMPANY



A.R.R.

Anthony R. Slimowicz, Executive Vice President

State of New Jersey }
County of Morris }

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

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

Sonia Scala

Sonia Scala

(Notary Public)

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 4th day of December 20 19

UNITED STATES FIRE INSURANCE COMPANY



Peter M. Quinn

Peter M. Quinn, Senior Vice President

ACKNOWLEDGMENT

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

State of California
County of Los Angeles)

On 12-9-19 before me, Judy A. Arroyave, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature

Judy Arroyave

(Seal)



BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE

FOR

HUNTINGTON PARK LINEAR GREENWAY PROJECT

**FY 2019/2020
CIP NO 2018-08**

IN THE CITY OF HUNTINGTON PARK

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

QUESTIONNAIRE

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

Yes _____

No X _____

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

November 6, 2019

CITY OF HUNTINGTON PARK

Addendum No. 1

NOTICE INVITING BID FOR HUNTINGTON PARK GREENWAY PROJECT PROJECT NO.: 2018-08

The following modifications are hereby made a part of the Notice Inviting Bid (NIB) and supersede, replace, and/or amend the provisions included in the original NIB. The following addendum is hereby made a part of the NIB:

- A mandatory project job-walk will take place on November 14, 2019 at 9:00 AM in front of the empty lot located in between 3424-3452 Walnut Street
- Contractor must hold and honor bid unit prices for a period of six (6) months after bid submittal
- Bid Item No. 19 – Mulch for Planting and Other Gathering Space (Material Only, Installation by CCC): Installation of material shall be by California Conservation Corps (CCC), Contractor to coordinate with CCC for delivery and installation.

End of Addendum No. 1

By order of the City of Huntington Park, Public Works Department

By: Cesar Roldan
Cesar Roldan, Engineering Services Manager

Date: November 6, 2019

**NOTICE INVITING BID FOR
HUNTINGTON PARK GREENWAY PROJECT
PROJECT NO.: 2018-08**

Any and all notifications or Addendums must be acknowledged via signature by the Bidder and made part of and incorporated as part of the Bidder's proposal.

Statement of Bidder Acknowledgment

Please sign the acknowledgment below and include it as part of your Bid Proposal.

YAKAR
Contractor Name

Makana Amer
Signature

11/6/19
Date

President
Title

Hereby acknowledge receipt of Addendum No. 1 to NOTICE INVITING BID FOR HUNTINGTON PARK GREENWAY PROJECT PROJECT NO.: 2018-08 and have considered these in the preparation of my proposal. This Addendum shall become part of any contract made pursuant thereto.

cc: Office of City Clerk

November 27, 2019

CITY OF HUNTINGTON PARK

Addendum No. 2

NOTICE INVITING BID FOR HUNTINGTON PARK GREENWAY PROJECT PROJECT NO.: 2018-08

The following modifications are hereby made a part of the Notice Inviting Bid (NIB) and supersede, replace, and/or amend the provisions included in the original NIB. The following addendum is hereby made a part of the NIB:

- City of Huntington Park will allow C-27 licensed contractors to bid on this project.
California Code of Regulations
 - Title 16, Division 8, Article 3. Classifications
 - A landscape contractor constructs, maintains, repairs, installs, or subcontracts the development of landscape systems and facilities for public and private gardens and other areas which are designed to aesthetically, architecturally, horticulturally, or functionally improve the grounds within or surrounding a structure or a tract or plot of land. In connection therewith, a landscape contractor prepares and grades plots and areas of land for the installation of any architectural, horticultural and decorative treatment or arrangement.
- A mandatory project job-walk will take place on Tuesday, December 3, 2019 at 9:00 AM in front of the empty lot located in between 3424-3452 Walnut Street
 - **Contractors that attended and signed in at the mandatory project job-walk meeting that took place on November 14, 2019 do not have to attend.**
- **The new bid date will take place on Tuesday, December 10, 2019 at 2:00 PM instead of Wednesday, December 5, 2019 at 2:10 PM.**

End of Addendum No. 2

New bid date: Tuesday, December 10, 2019 at 2:00 PM

By order of the City of Huntington Park, Public Works Department

By: Cesar Roldan
Cesar Roldan, Engineering Services Manager

Date: November 27, 2019

**NOTICE INVITING BID FOR
HUNTINGTON PARK GREENWAY PROJECT
PROJECT NO.: 2018-08**

Addendum No. 2

Any and all notifications or Addendums must be acknowledged via signature by the Bidder and made part of and incorporated as part of the Bidder's proposal.

Statement of Bidder Acknowledgment

Please sign the acknowledgment below and include it as part of your Bid Proposal.

YAKAR
Contractor Name

Makana Amer
Signature

11/27/19
Date

President
Title

Hereby acknowledge receipt of Addendum No. 2 to NOTICE INVITING BID FOR HUNTINGTON PARK GREENWAY PROJECT PROJECT NO.: 2018-08 and have considered these in the preparation of my proposal. This Addendum shall become part of any contract made pursuant thereto.

cc: Office of City Clerk



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

December 17, 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 REJECT THE PROPOSAL RECEIVED FOR GRAFFITI ABATEMENT SERVICES AND RE-ADVERTISE REQUEST FOR PROPOSAL

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Reject the Proposal Received for Graffiti Abatement Services; and
2. Authorize the Public Works Department to re-advertise the RFP.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

From April 16, 2016 to April 8, 2019 the City of Huntington Park (City) contracted with Graffiti Protective Coatings (GPC) for Graffiti Abatement Services for its residents. On April 8, 2019 the City exercised its right to end its contractual agreement with GPC and issued a Request for Proposals (RFP) for Graffiti Abatement Services.

On May 9, 2019 the City issued the RFP seeking interested parties. The City received two (2) proposals by the June 10, 2019 deadline which are outlined below:

- | | |
|--|--------------|
| 1. Graffiti Protective Coatings, Inc. from Los Angeles, CA | \$576,000.00 |
| 2. Urban Graffiti Enterprises, Inc. from Covina, CA | \$576,420.00 |

Unfortunately, both proposals received were significantly higher than the FY 18/19 budget of \$388,200 which was calculated based on the amount the prior contractor received for Graffiti Abatement Services. Due to the high bids received, the decision was made by the City Council to reject both proposals on August 20, 2019 and direction was given to re-advertise the RFP once again.

On August 21, 2019 the City re-advertised the RFP for a second time. The City received one bid which is outlined below:

- | | |
|---|--------------|
| 1. Urban Graffiti Enterprises, Inc. from Covina, CA | \$526,500.00 |
|---|--------------|

CONSIDERATION AND SELECTION FOR AN AWARD OF A CONTRACT SERVICES AGREEMENT FOR GRAFFITI ABATEMENT SERVICES

December 17, 2019

Page 2 of 3

The sole bid was still significantly higher than the budgeted amount by \$138,300 and the decision was made by the City Council to reject the bid on September 3, 2019 and re-advertise the RFP for the third time.

On September 5, 2019 the City issued the RFP with a deadline of October 7, 2019. As part of the RFP, the City conducted a pre-job walkthrough on October 1, 2019 with three companies attending: Nationwide Environmental Services, Urban Graffiti Enterprises, and J&L Graffiti Removal. Out of the three contractors, one bid was received which is outlined below:

- | | |
|--|--------------|
| 1. J & L Graffiti Removal, from Duarte, CA | \$417,996.00 |
|--|--------------|

The bid received by J & L Graffiti Removal is \$29,796 above the previously mentioned budgeted amount of \$388,200.

Because the only bid is not within the appropriated budget, staff believes it is prudent to re-issue the RFP for fourth time. The advantages to rejecting the proposal and re-advertising the RFP are to evaluate the scope of service to bring the estimated cost in-line with our projection and to increase the number of proposers. Staff intends to hold a pre-job walk meeting and have discussions with the contractors to find out what risks or uncertainties they may have seen in the Scope of Work that caused the bid prices to be much higher than the previous year's graffiti abatement budget. Adjustments will be made accordingly to the RFP with the goal of reducing the costs. To allow ample time for prospective bidders, staff recommends a 45 day RFP.

Below is a tentative schedule for the RFP:

RFP issued and posted:	December 19, 2019
Pre-job walk meeting:	January 14, 2020
Deadline for receipt of bids:	January 27, 2020 at 2:00 P.M.
Contract awarded by City Council:	February 4, 2020

Upon authorization from the City Council to re-advertise the RFP, Public Works staff will release the RFP and follow the schedule outlined above.

It is important to note that currently Graffiti Abatement Services are being provided internally by the City's Public Works staff so there has been no disruption of service to residents.

FISCAL IMPACT/FINANCING

There is no fiscal impact associated with the recommendation.

**CONSIDERATION AND SELECTION FOR AN AWARD OF A CONTRACT SERVICES
AGREEMENT FOR GRAFFITI ABATEMENT SERVICES**

December 17, 2019

Page 3 of 3

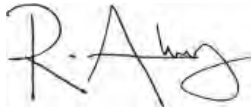
CONCLUSION

Upon Council approval, staff will proceed with recommended actions.

Respectfully submitted,



RICARDO REYES
City Manager



RAUL ALVAREZ
Assistant City Manager

ATTACHMENT(S):

A. J & L Graffiti Services Proposal

ATTACHMENT “A”



GRAFFITI REMOVAL SERVICES PROPOSAL

Company Method of Operation And Overview

J&L's techniques and equipment are the most advanced in the industry. Our staff is constantly doing research and improvements for the company, in order to provide the client with an excellent experience with our services.

We have extensive dealings with large hospitals, and we understand the process, procedures, work volume, documentations and invoicing requirements associated with these customers. J&L can handle any graffiti contracts of all sizes.

The keys to a successful graffiti removal program are fast response, removal of all graffiti, and removal methods that leave no traces that the graffiti ever existed. Graffiti breeds more graffiti, and fast professional removal will allow to the City of Huntington Park to control this problem. J&L specializes in these services. Under J&L's proven program each technician is fully equipped and trained to remove all graffiti.

J&L performs thorough and complete removal, leaving no traces of the past graffiti. Details are not overlooked. All graffiti at sites requested by the city is removed no matter how small and no matter the surface, including but not limited to: public buildings, monuments, public facilities, street light poles, traffic signal poles, control boxes, concrete structures, guard rails, parks, trails, and traffic signs. Private property includes exterior walls, fences, sidewalks, windows, trash receptacles, utility boxes, signs, bus stops, news racks, doors, and flag poles. Parks includes restrooms, facilities exteriors, paths, bleachers, baseball diamonds, trash receptacles, rocks, doors, fences, windows, utility boxes, and tress.

We understand priorities and will work very closely with the City staff and City Project Manager to achieve our goals.

Edvin Tsaturyan
President

1246 Justin Avenue,
Glendale, CA 91201
(310) 962-5858

This proposal is valid for 60 days



GRAFFITI REMOVAL SERVICES PROPOSAL

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Albert Esqueda Resume.....	Page 7-8
Ricardo Del Real Resume.....	Page 9
Hiberaldo Leiva Resume.....	Page 10



GRAFFITI REMOVAL SERVICES PROPOSAL

J&L Graffiti Removal Services proposes to provide services based on the following:

Scope of Work:

- Graffiti removal services to clean commercial, residential streets, private residents, parking lots, alleys, parks, first & second floor buildings, water well sites, City owned property, structures, and facilities.
- Patrol streets on a daily basis as part of our routine to seek and remove all visible vandalism; Remove all graffiti regardless of size and surface, example: signs, curbs, window, phones, hydrants, poles, parking bumpers, railings, vents, sewers, etc.,
- Remove advertisements, stickers, signs, notices, etc., from city owned street light poles, traffic signal poles or private utility company poles, City owned property or buildings and any places not authorized by the City for such postings.
- Provide weekly cleaning of approximately (8) City-owned trash dumpster enclosures using power washer/pressure steam cleaner; Cleaning will include ground, exterior and interior of walls and up to a 5' radius from walls of enclosure.
- Monitor graffiti hotline number provided by the City for residents to report graffiti.
- Meet with City staff as directed to discuss work orders, schedules, areas of maintenance
- Hours of operation will be 6:00am to 2:30pm/7:00am to 3:30pm or any time designated and deemed reasonable by the City.
- Graffiti will be removed within 24 hours of notification; Priority will be given to sites containing graphic or obscene markings.
- Response time during working hours will be 30 minutes.
- Emergency response time during off hours will be 1 hour.

J&L prefers to put technicians in their own exclusive and specific City/zone. Technicians that are experts in their assigned geographic area gain efficiency of drive time creating faster response times, more specific knowledge of neighborhoods, "hot spots", and color matches which creates better consistency and the technicians become more proficient at the appearance of their City/zone resulting in a higher quality outcome. We would like to continue our current work plan of assigning a specific tech to individual zones within the City however, the techs are trained to assist each other outside of their zones as needed, when spikes in service levels require their assistance.



GRAFFITI REMOVAL SERVICES PROPOSAL

SCHEDULE

3 Crews/3 Trucks Monday Through Friday

2 Crews/2 Trucks Saturday Through Sunday

Hours of Operation will be as follows, per approval of City

6:00 am to 2:30 pm

7:00 am to 3:30 pm

We carry standard colors on all trucks to make covering of graffiti quick. If color match is needed, we have tints available on hand to color match as close as possible, however if further color matching needs to take place, usual turn around time from supply store to location of work is approximately 20-30 minutes.

Steam cleaning of trash enclosures takes approximately 15-30 minutes, dependent on whether only cleaning is needed or graffiti removal will have to take place.

Schedule to clean the trash enclosures on a weekly basis is planned on (2) per day every week.



GRAFFITI REMOVAL SERVICES PROPOSAL

PROJECT TEAM

Crew Members

Albert Esqueda, Field Technician
Ricardo Del Real, Field Technician
Hiberaldo Leiva, Field Technician

Office Personnel

Edvin Tsaturyan
President
Email: Edvin@jtconstructiongroup.com
(310) 962-5858

Ani Gevorgyan, Office Assistant
Ph.# (626) 346-8118
Fax# (855) 446-9949
Email: Ani@jtconstructiongroup.com
1730 Evergreen St,
Duarte, CA 91010



GRAFFITI REMOVAL SERVICES PROPOSAL

QUALIFICATIONS

Experience:

- J&L is a graffiti removal company that was established in 2009.
- J&L started serving the City of Glendale
- We have extended our business to removing graffiti for hospitals such as City of Hope, Martin Luther King, Keck of USC and West Hills hospital, to name a few.
- We also work with Vepo Corporation, Alta Bates Medical Center and 360 Management.

Removing graffiti from medical buildings and facility restrooms in both sensitive areas and high volume foot traffic areas, elevators, exterior elevator lobbies, exterior and interior facility walls. Removal of graffiti from parking lots, barrier walls, fencing, block walls, statues, monuments. Performed Power wash maintenance of parking lots, garages, loading docks, trash receptacle areas and enclosures. Power washing of buildings and rooftops.

We provide a high level of maintenance to the above listed hospital buildings and facilities to maintain a neat and clean visual aspect as required for medical environments.

Equipment/Supply:

- 3 Individual crew & 3 fully equipped service trucks
- Hot Water Pressure Washer to clean graffiti off of concrete
- 230 Gallon Water Tank
- 55 Gallon Water Recovery
- Hose Reels - Paint
- Hose Reels - Water Blasting
- Graco Paint Sprayer (GMAX 3900)
- Safety gear



GRAFFITI REMOVAL SERVICES PROPOSAL

REFERENCES

Martin Luther King Jr. Community Hospital

Mike Silva, Facilities Manager (818) 281-439

City of Hope

Vinh Thai, Facilities Project Manager (714) 475-4366

West Hills Hospital and Medical Offices

Saro Tomasian, Director of Facilities Management (818) 968-8887

Keck of USC Medical Center

James Yancey, Project Manager (818) 631-0393

Alta Bates Medical Centers

Suzan Newbold, Facilities Project Manager (562) 310-0585

Vepo Corporation

Emilia Keushkerian, Owner (310) 486.2553

360 Management

Todd Murphy, Owner (818) 535-4185



GRAFFITI REMOVAL SERVICES PROPOSAL

City Standard Contract Services Agreement

J&L Graffiti Removal will comply with all aspects of the standard contract agreement as provided in Section 6 (Attachment 2) of this RFP.

City Standard Insurance Requirements

J&L Graffiti Removal will comply with all aspects of the standard insurance requirements as specified in Section 7 (attachment 3) of this RFP

J&L Graffiti Removal has all the necessary licenses, permits, certifications, approvals and authorizations necessary in order to perform all of its obligations in connection with this RFP.

All the necessary documentations will be presented to you by our president- Edvin Tsaturyan, upon request and/or approval of proposal.



GRAFFITI REMOVAL SERVICES PROPOSAL

LABOR AND MATERIAL LUMP SUM PROPOSAL AMOUNT

Yearly Service Cost \$ 417,996.00

Monthly Service Billing Amounts \$ 34,833.00

**Any Additional Services requested outside of this RFP scope of work will be billed
At \$95.00 per hour.**



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

December 17, 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 AWARD A CONSTRUCTION CONTRACT FOR CIP 2018-07 DOWNTOWN HUNTINGTON PARK I-PARK SYSTEM IMPLEMENTATION CALL FOR PROJECTS ID# F7702

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve a budget appropriation transfer in the amount of \$106,650 to account number 222-8010-431.76-02 Downtown I-Park System Project from account number 222-8010-431.76-01 City Wide Street Improvements Project for the construction of CIP 2018-07 Downtown Huntington Park i-Park System Implementation Call for Projects ID# F7312 (Project);
2. Approve award of a construction contract to Alfaro Communications Construction, Inc. as the lowest responsive, responsible bidder for a not-to-exceed amount of \$944,572, which is based on available funding;
3. Approve a budget appropriation transfer in the amount of \$69,080 to account number 222-8010-431.76-02 Downtown I-Park System Project from account number 222-8010-431.76-01 City Wide Street Improvements Project for construction management and inspection services provided by Infrastructure Engineers; and
4. Authorize City Manager or designee to negotiate with the contractor on the not-to-exceed amount and execute the construction contract agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On April 2, 2019, the City Council authorized staff to re-advertise the Notice Inviting Bid (NIB) for the Downtown Huntington Park i-Park System Implementation CIP 2018-07 Call for Projects ID# F7702 (Project). The project focus is on the addition of parking detection sensors, changeable message and wayfinding parking signs, and bicycle racks and lockers that will improve vehicular and bicycle access points to key City destinations.

CONSIDERATION AND APPROVAL TO AWARD A CONSTRUCTION CONTRACT FOR CIP 2018-07 DOWNTOWN HUNTINGTON PARK I-PARK SYSTEM IMPLEMENTATION CALL FOR PROJECTS ID# F7702

December 17, 2019

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An integral part of the grant is the introduction of a parking App that integrates with the existing T2 Systems pay stations; allowing motorists to find available parking spaces in the downtown business district along Pacific Boulevard.

City staff invested time and effort to researching smart parking industry alternatives. Smart parking technology continues to evolve as cities such as Huntington Park continue and grapple with traffic congestion and inadequate parking availability. Staff believes that the deployment of sensor technologies continues to be core to the development of smart parking throughout the City. This innovative technological approach allows parking enforcement to be more efficient with their time. The reliance on the operating system to inform the officer when a space is utilized, is of the utmost importance. Gathering data to understand business trends and which parking areas are being underutilized or are at full capacity, allows staff to best improve the use of public parking. This project elevates the first impression of valued visitors to the City's downtown district and enhances the City's initial efforts to the management of the parking district.

Smart Cities is becoming a popular term utilized by funding agencies and one which reflects the use of smart technologies in urban design, such as the City's downtown district. This technology shapes the future of public parking in the region.

The parking sensors will guide motorists to an available parking space using state of the art sensors and variable message signage. A mobile app will be developed to assist motorists find open spaces in a more efficient manner. This will ultimately remove the guess work and frustrations normally involved in finding an available parking space in the downtown area.

The NIB was published on September 6, 2019 in a local newspaper of general circulation in conformance with Public Contract Code sections 20161 and 20162, which mandates California public works projects to be competitively bid. The plans and specifications were also accessed and redistributed by several electronic media outlets that post the bid package on e-bid boards.

The City Clerk opened and read the five (5) bids submitted on October 2, 2019 (Attachment B). The following is the ranking of bids commencing from the lowest responsive, responsible bid:

Bidder (lowest bid first)	Total Bid Shown on Bidder's Proposal
Alfaro Communications Construction, Inc.	\$1,266,572.00
Green Giant Landscape, Inc.	\$1,329,364.50
Elecnor Belco Electric, Inc.	\$1,350,500.00
Bergelectric Corporation	\$1,541,763.66
Aldrige Electric, Inc.	\$1,618,118.00

Staff reviewed the current bids and recommended the modification of the scope of work consisting of the removal of some of the contemplated signage along Pacific Boulevard

CONSIDERATION AND APPROVAL TO AWARD A CONSTRUCTION CONTRACT FOR CIP 2018-07 DOWNTOWN HUNTINGTON PARK I-PARK SYSTEM IMPLEMENTATION CALL FOR PROJECTS ID# F7702

December 17, 2019

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due to budgetary constraints and the overabundance of signs along the business corridor. An inventory of the signage along Pacific Boulevard indicates the need to have appropriate signage that directs patrons. 32 signs were removed from the bid schedule and the scope of work. City staff calculated the removal of the signs to equal a reduction in the project of \$322,000.00. All of the bid totals were recalculated by reducing the bid amounts by 322,000.00. The recalculation of all the bids resulted in the following bid rankings commencing from the lowest to the highest bid (Attachment C):

Bidder (lowest bid first)	Total Revised-Bid Proposal
Alfaro Communications Construction, Inc.	\$944,572.00
Elecnor Belco Electric, Inc.	\$1,013,000.00
Green Giant Landscape, Inc.	\$1,019,364.50
Bergelectric Corporation	\$1,184,592.48
Aldrige Electric, Inc.	\$1,197,169.38

Again, Alfaro Communications Construction, Inc. was the apparent low bidder. The bid analysis was conducted to ensure that the lowest responsive, responsible bid met all state and local requirements. Based on the investigation, staff's recommendation is to award the Project to Alfaro Communications Construction, Inc. (Attachment A) for a not-to-exceed amount of \$944,572.

LEGAL REQUIREMENT

The project has been bid twice over a six (6) month period. This project has a very finite timetable to be completed. The scheduled completion date is June 30, 2020. The funding agency (Metro) has expressed its concerns with the timely completion of the project.

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

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

Staff's recommendation is to reduce the number of signs for the following bids items:

**CONSIDERATION AND APPROVAL TO AWARD A CONSTRUCTION CONTRACT
FOR CIP 2018-07 DOWNTOWN HUNTINGTON PARK I-PARK SYSTEM
IMPLEMENTATION CALL FOR PROJECTS ID# F7702**

December 17, 2019

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5	Furnish and Install Free Standing LED Single-Sided Variable Message Sign on AC Pavement
6	Furnish and Install Free Standing LED Single-Sided Variable Message Sign on Unclassified Soil
7	Furnish and Install Free Standing LED Single-Sided Variable Message Sign on PCC Sidewalk
8	Furnish and Install Free Standing LED Double-Sided Variable Message Sign on PCC Sidewalk or Pavers
9	Furnish and Install Free Standing LED Double-Sided Variable Message Sign on Unclassified Soil.
12	Install Public Improvement Project Sign
13	Furnish and Install Wayfinding Sign

Attachment C includes the original bid results and revised bid results.

FISCAL IMPACT/FINANCING

The Los Angeles County Metropolitan Transportation Authority (Metro) awarded the City \$545,974 from the 2013 Call for Projects (CFP) grant program and part of the program requirement was a local match; City's local match \$233,989. The total Metro grant allocation is \$779,963 to design, manage and construct the Project.

The City Council awarded the Construction Management and Inspection Services contract to Infrastructure Engineers at the February 19, 2019 City Council meeting (Attachment D). The request is for the allocation of \$69,080 for the current Fiscal Year 2019-20 from Account No. 222-8010-431.76-02.

The adopted FY 2019-20 budget allocated \$445,928 from account number 206-8080-431.76-02 and \$439,223 from account number 222-8010-431.76-02. Staff is requesting the total project allocation of \$175,730 from account 222-8010-431.76-02 towards the completion of the project.

**CONSIDERATION AND APPROVAL TO AWARD A CONSTRUCTION CONTRACT
FOR CIP 2018-07 DOWNTOWN HUNTINGTON PARK I-PARK SYSTEM
IMPLEMENTATION CALL FOR PROJECTS ID# F7702**

December 17, 2019

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Items	City Allocated Amounts	FY 2019-20 Account Number 206-8080- 431.76-02	FY 2019-20 Account Number 222-8010- 431.76-02	FY 2019-20 Account Number 222-8010- 431.76-01
Construction Management	\$69,080			\$69,080
Construction	\$944,572	\$445,928	\$439,223	\$59,421
Construction Contingency 5%	\$47,229			\$47,229
Total =	\$1,060,881	\$445,928	\$439,223	\$175,730

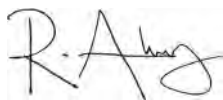
CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



RAUL ALVAREZ
Assistant City Manager/Acting Public Works Director

ATTACHMENT(S)

- A. Alfaro Communications Construction, Inc. Draft Agreement
- B. Construction Bids
- C. Revised Bid Results
- D. Infrastructure Engineers – Agreement

ATTACHMENT “A”



CONTRACTOR SERVICES AGREEMENT

Alfaro Communications Construction, Inc. (ACCI) for CIP 2018-07 Downtown
Huntington Park i-Park System Implementation Call for Projects ID# F7312

THIS CONTRACTOR SERVICES AGREEMENT ("Agreement") is made and entered into this **3rd day of December 2019** (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and **ACCI** (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 **December 17, 2019 to June 30, 2020**. It is the CONTRACTOR'S responsibility to request an extension at least (2) days in advance of the expiration of term of the Agreement. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.
- 1.3 **COMPENSATION:**
 - A. CONTRACTOR shall perform the various services and tasks set forth in the **Scope of Services Exhibit "A"**.
 - B. Section 1.3(A) notwithstanding, CONTRACTOR'S total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of **\$944,572** (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Director of Finance. In the event CONTRACTOR'S charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONTRACTOR'S performance pending CITY approval of

any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.

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

II. PERFORMANCE OF AGREEMENT

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

Agreement. Notice to the CONTRACTOR Representative shall constitute notice to CONTRACTOR.

2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONTRACTOR agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONTRACTOR shall be subject to inspection and approval by CITY Representatives or their designees.

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

- A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR'S profession;
- B. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the CITY;
- C. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code section 1090 and the Political Reform Act (Government Code section 81000 *et seq.*);
- D. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of CONTRACTOR'S employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and
- F. All of CONTRACTOR'S employees and agents (including but not limited SUB-CONTRACTOR) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

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

2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONTRACTOR are

material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR'S duties or obligations under this Agreement without the prior written consent of CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONTRACTOR or under CONTRACTOR'S strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONTRACTOR on an independent CONTRACTOR basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR'S competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of CITY and shall at all times be under CONTRACTOR'S exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONTRACTOR'S officers, employees, agents, or SUB-CONTRACTOR is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR'S officers, employees, agents, or 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:

Alfaro Communications Construction, Inc.
15614S.AtlanticAvenue
Compton, CA 90221
Hugo Alfaro, President
Phone (310) 669-8949

CITY:

City of Huntington Park
Public Works Department
6550 Miles Avenue
Huntington Park, CA
90255 Attn: Ric Reyes
Phone: (323) 582-6161

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

- 6.5 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 SUBCONTRACTING: CONTRACTOR shall not SUB-CONTRACT 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:

ACCI:

By: Ricardo Reyes
City Manager

By: Hugo Alfaro
President

Date: _____

Date: _____

APPROVED AS TO FORM:

By: City Attorney

Date: _____

EXHIBIT “A”

SCOPE OF WORK

ALFARO COMMUNICATIONS

CONSTRUCTION, INC. BID

EXHIBIT “B”

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

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

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

Name: _____

Title: _____

Signature: _____

Date: _____

Firm Name: _____

EXHIBIT “C”

FALSE CLAIMS FORM

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

FALSE CLAIMS ACT CERTIFICATION

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

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

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

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

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

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

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

FALSE CLAIMS ACT VIOLATIONS INFORMATION

(1) Date of Determination of Violation: _ _ _ _ _

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

(3) Government CONTRACTOR or project involved:

(4) Government agency involved:

(5) Amount of fine imposed:

(6) Exculpatory Information:

DECLARATION

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

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

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

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

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

EXHIBIT “D”

CIVIL LITIGATION CERTIFICATION, HISTORY, AND DECLARATION

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

CIVIL LITIGATION CERTIFICATION

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

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

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

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

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

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

CIVIL LITIGATION HISTORY INFORMATION

(1) Name of Case:

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

(5) Name of Case:

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

DECLARATION

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

END OF DOCUMENT

PROPOSAL
FOR
DOWNTOWN HUNTINGTON PARK "i-PARK" SYSTEM IMPLEMENTATION
METRO FUNDED CFP NO.: F7702
FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM NO.: LAF7702

FY 2018/2019
CIP: 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.

BASE BID PROPOSAL
FOR
DOWNTOWN HUNTINGTON PARK "i-PARK" SYSTEM IMPLEMENTATION
METRO FUNDED CFP NO.: F7702
FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM NO.: LAF7702

FY 2018/2019
CIP: 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:

BASE BID

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
1	Mobilization/ Demobilization (Not to exceed 3% of total of all other Prime Contract Bid Items)	LS	1	6,500.-	6,500.-
2	Traffic Control	LS	1	6000.-	6000.-
3	Furnish and Install Wireless Recessed Solar Powered Sensor (Type: "Intellisense, flush mounted" by Frogparking or equivalent)	EA	1,019	32.00	326,080.-
4	Furnish and Install General Packet Radio Services (GPRS) Communications Gateway, Solar (Type: Solar GPRS for Outdoor Use by Frogparking or equivalent)	EA	18	2,260.-	40,680.-
5	Furnish and Install Free Standing LED Single-Sided Variable Message Sign on AC Pavement (Type: K2 LED Monument Sign by Frogparking or equivalent)	EA	7	9,675.-	67,725.-
6	Furnish and Install Free Standing LED Single-Sided Variable Message Sign on Unclassified Soil (Type: K2 LED Monument Sign by Frogparking or equivalent)	EA	15	11,800.-	177,000.-
7	Furnish and Install Free Standing LED Single-Sided Variable Message Sign on PCC Sidewalk (Type: K2 LED Monument Sign by Frogparking or equivalent)	EA	7	11,600.-	81,200.-

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
8	Furnish and Install Free Standing LED Double-Sided Variable Message Sign on PCC Sidewalk or Pavers (Type: K2 LED Monument Sign by Frogparking or equivalent)	EA	6	13,775.-	82,650.-
9	Furnish and Install Free Standing LED Double-Sided Variable Message Sign on Unclassified Soil (Type: K2 LED Monument Sign by Frogparking or equivalent)	EA	3	17,700.-	53,100.-
10	Furnish and Install Bike Racks (Type: CycleSafe Staple Rack with a crossbar In-ground mounted by CycleSafe or equivalent)	EA	10	1,265.-	12,650.-
11	Furnish and Install Bike Lockers (Type: CycleSafe Ecopark Series 2 door-2 bike capacity by CycleSafe or equivalent)	EA	6	5,300.-	31,800.-
12	Install Public Improvement Project Sign	EA	2	3000.-	6000.-
13	Furnish and Install Wayfinding Sign	EA	7	360.-	2,520.-
14	Furnish and Install Wireless Sensor at Parking Garage Entrance/Exit (Type: "Intellisense, flush mounted" by Frogparking or equivalent)	EA	4	5,300.-	21,200.-
15	Furnish and Install Mains Powered GPRS (Non-Solar) Including Connections and Appurtenances ((Type: Mains Powered GPRS for Indoor Use by Frogparking or equivalent)	LS	1	4000.-	4000.-
16	Remove Existing Posts	EA	7	195.-	1,365.-
17	Furnish and Construct Concrete Bollard	EA	18	1000.-	18,000.-
18	Install New 1.5" Conduit with Directional Boring	LF	3100	46.-	142,600.-
TOTAL AMOUNT BID IN FIGURES					\$ 1,081,070.-

TOTAL AMOUNT BID IN WORDS:

One million Eighty one thousand and Seventy dollars

Dollars

Bidder's Signature

President

Title

Alfaro Communications Construction, Inc
Company Name

ADDITIVE BID "A" PROPOSAL
FOR
DOWNTOWN HUNTINGTON PARK "i-PARK" SYSTEM IMPLEMENTATION
METRO FUNDED CFP NO.: F7702
FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM NO.: LAF7702

FY 2018/2019
CIP: 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:

Bid will be awarded based on the total base bid amount should the city decide to only award the base bid. Should the city decide to award the base bid and/or additive "A" the award will be based on the result and total of the overall bid awarded.

ADDITIVE BID "A".

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
1A	Mobilization/ Demobilization (Not to exceed 3% of total of all other Prime Contract Bid Items)	LS	1	6,500.-	6,500.-
2A	Traffic Control	LS	1	4,500.-	4,500.-
3A	Furnish and Install Wireless Recessed Solar Powered Sensor (Type: "Intellisense, flush mounted" by Frogparking or equivalent)	EA	441	322.-	142,002.-
4A	Furnish and Install General Packet Radio Services (GPRS) Communications Gateway, Solar (Type: Solar GPRS for Outdoor Use by Frogparking or equivalent)	EA	13	2,500.-	32,500.-
TOTAL AMOUNT BID IN FIGURES					\$185,502.-

TOTAL AMOUNT BID IN WORDS:

one hundred eighty five thousand and five hundred two dollars

Dollars

Bidder's Signature

President
Title

Title

Alfaro Communications Construction, Inc

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

Name and Address of Agency

Daniel Hernandez : 323-395-1480

Name and telephone number of person familiar with project

<u>404,750.00</u>	<u>Electrical,Clocks & Bus Shelter Installation</u>	<u>8/1/2017</u>
<u>Contract amount</u>	<u>Type of work</u>	<u>Date completed</u>

2. City of Huntington Park : 6550 Miles Avenue , Huntington Park, CA 90255

Name and Address of Agency

Daniel Hernandez : 323-395-1480

Name and telephone number of person familiar with project

<u>871,707.00</u>	<u>Install of Bus Shelters,Signs,Wifing Signs</u>	<u>12/17/2018</u>
<u>Contract amount</u>	<u>Type of work</u>	<u>Date completed</u>

3. City of Rancho Cucamonga : 10500 Civic Center Drive, Rancho Cucamonga , CA 91730

Name and Address of Agency

Natalie Avila. : 909-774-4076

Name and telephone number of person familiar with project

<u>2,327,205.00</u>	<u>Traffic Signal Installation,Fiber Optic Work,Potholing,Trenching</u>	<u>5/15/2018</u>
<u>Contract amount</u>	<u>Type of work</u>	<u>Date completed</u>

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

Radius Insurance : 135 S. State College,Brea , CA 92821. Tel: 800-400-7283

Farmers Insurance: 8141 2nd Street,Downey , CA 90241. Tel: 562-445-4690

The Bond Exchange : 24800 Chrisanta Dr.,Mission Viejo , CA 92691. Tel: 949-461-7000



Alfaro Communications Construction Inc

Alfaro Communications Construction, Inc

Completed Projects

No.	Name and Address of Owner	Name & Telephone No. of Contact	Project Description	Percentage of Work Done by ACCI	Original Contract Amount \$	Date Started	Date Completed	Project Manager	Supervisor Name	w/d
1	City of Huntington Park - (Pacific Blvd Lighting Beautification Phase II) 6550 Millies Avenue, Huntington Park , CA 90255	Daniel Hernandez (323) 395-1480 dhernandez@hpc.ca.gov	Install Street lighting, Clocks, Bus Shelters	80%	\$ 404,750.00	12/5/2016	8/1/2017	Jamal Dealifi	Jose Mendoza	45 w/d
2	City of Manhattan Beach-Live Oak Park Tennis Office Communication Conduit 1400 Highland Avenue, Manhattan Beach, CA 90266	Tim Birtheisel (310) 802-5368 tbirtheisel@citymb.info	Boring Communication Conduit Potholing, Trenching, Traffic Signal Installation	100%	\$ 49,000.00	2/2/2017	2/17/2017	Jamal Dealifi	Jose Mendoza	20 w/d
3	City of Palmdale - (Traffic Signal Installation at Trade Center Dr and Technology Dr.) 38250 Sierra Highway, Palmdale, CA 93550	Jeff Johnson (661) 810-8355 jjenson@cityofpalmdale.org	Installation of Traffic Signal and Street Lighting System, Concrete & Asphalt, sidewalk wheel chair ramp, at two intersections	70%	\$ 732,800.00	12/5/2016	6/1/2017	Jamal Dealifi	Jose Mendoza	60 w/d
4	Caltrans (07-4T8304) 1525 Rancho Conejo Blvd , Thousand Oaks , CA 91320	Hector Arroyo (818) 974-8391 hector.arroyo@dot.ca.gov	Traffic Signal and Street Lighting System Installation, Concrete & Asphalt	70%	\$ 374,959.03	6/5/2016	11/8/2017	Jamal Dealifi	Jose Mendoza	45 w/d
5	City of Manhattan Beach -(Highland Ave at 38th St. and Rosecranes Ave. at Highland Ave. Street Improvements) 1400 Highland Avenue , Manhattan Beach , CA 90266	Tim Birtheisel (310) 802-5368 tbirtheisel@citymb.info	Street improvement at Rosecranes and Highland, sidewalk and curb and gutter, wheel chair ramp, flashing beacon system	70%	\$ 313,544.00	3/27/2018	7/1/2018	Jamal Dealifi	Jose Mendoza	
6	City of Santa Ana - (Crosswalk Upgrades-Phase I) 20 Civic Center Plaza, Santa Ana , CA 92702	Gerardo Lechuga 714-552-5336	Install Traffic Safety enhancement at Various Intersections, Sidewalk & Wheel Chair Ramps	90%	\$ 222,050.00	5/30/2017	9/20/2017	Jamal Dealifi	Jose Mendoza	
7	Caltrans (12-0Q1004) 3251 1/4 University Dr. Irvine , CA 92612	Al Jiminez (949) 279-8610 jiminez.al@dot.ca.gov	Remove and replace sidewalk and driveway, curb and gutter at city of Laguna Beach	70%	\$ 271,310.00	2/17/2017	5/17/2017	Jamal Dealifi	Jose Mendoza	
8	City of Laguna Beach - (Citywide Sidewalk Repair) 505 Forest Avenue , Laguna Beach , CA 92651	Tom Sandefur (949)-497-0792 tsandefur@lagunabeachcity.net	Concrete , Asphalt	100%	\$ 171,310.00	6/26/2017	10/4/2017	Jamal Dealifi	Jose Mendoza	
9	City of Manhattan Beach - (Parkview Ave. Sidewalk and Access Ramp Improvements) 1400 Highland Ave., Manhattan Beach , CA 90266	Tim Birtheisel (310) 802-5368 tbirtheisel@citymb.info	Concrete , Asphalt	95%	\$ 157,845.40	6/26/2017	8/7/2017	Jamal Dealifi	Jose Mendoza	
10	City of El Segundo - (Lighted Crosswalk Repairs on Main Street Between El Segundo Blvd & Pine Ave.) 350 Main Street El Segundo , CA 90245	Floriza Rivera 310-524-2361 frivera@elsegundo.org	Inroadway lighting	100%	\$ 119,000.00	11/1/2017	11/30/2017	Jamal Dealifi	Jose Mendoza	
11	City of Claremont -(Street Improvements on Towne Avenue /210) 207 Harvard Avenue , Claremont , CA 91711	Vince Ramos 909-399-5395 vramos@ci.claremont.ca.us	Traffic signal at Towne ave / Baseline, Message Signs, Sidewalk	100%	\$ 449,431.80	7/21/2017	4/1/2018	Jamal Dealifi	Jose Mendoza	45 w/d
12	City of Rancho Cucamonga - (Installation of 4 Traffic Signal at Various Locations) 10500 Civic Center Drive, Rancho Cucamonga, CA 91730	Natalie Avila 909-774-4076 natalie.avila@cityofrc.us	Traffic Signal Modifications at Various Locations , Fiber Optic Works, Potholing, Trenching, and Conduit	90%	\$ 2,327,205.00	6/21/2017	5/15/2018	Jamal Dealifi	Jose Mendoza	120 w/d

No.	Name and Address of Owner	Name & Telephone No. of Contact	Project Description	Percentage of Work Done by ACCI	Original Contract Amount \$	Date Started	Date Completed	Project Manager	Supervisor Name	w/d
13	City of Fontana (Street Improvements on Juniper Avenue at Ceres Ave.) 8353 Sierra Ave., Fontana, CA 92335	Christopher Smethurst 909-350-6649 csmethurst@fontana.org	Install Street Light	95%	\$ 278,330.00	11/16/2017	6/1/2018	Jamal Dealifi	Jose Mendoza	30 w/d
14	City of Huntington Beach (Traffic Signal Modifications at Gothard St. & Talbert Ave.) 2000 Main Street, Huntington Beach, CA 92648	Joseph Fuentes 714-536-5259 j Fuentes@surfcityhb.org	Traffic Signal Modifications, Curb & Gutter, Construct Curb Access Ramps, Concrete Sidewalk at Gothard and Talbert Avenue	90%	\$ 236,000.00	3/29/2018	6/4/2018	Jamal Dealifi	Jose Mendoza	60 w/d
15	Enhancements on Villa Street at Euclid Avenue) 100 N. Garfield Avenue, Pasadena, CA 91109	Elvin Jang 626-744-7103 elijang@cityofpasadena.net	Traffic Signal Modifications at Villa Street and Euclid Avenue	100%	\$ 55,876.00	2/19/2018	3/24/2018	Jamal Dealifi	Jose Mendoza	
16	City of Costa Mesa (Placentia Avenue Bicycle Signal Installation) 77 Fair Dr., Costa Mesa, CA 92626	Bobby Fouladi 714-754-5222 bobby.fouladi@costamesaca.gov	Install Bicycle Signal System, Install Crosswalk Signage, Traffic Control	100%	\$ 38,600.00	9/14/2018	10/26/2018	Jamal Dealifi	Jose Mendoza	
17	Caltrans (07-479904) 18730 S. Wilmington Avenue, Rancho Dominguez, CA 90220	Edgar Herrera 310-609-0364 edgar.herrera@dot.ca.gov	Construct ADA Ramp, Curb Ramps, Concrete work, Asphalt Work	100%	\$ 139,580.00	6/15/2018	10/6/2018	Jamal Dealifi	Jose Mendoza	
18	City of Culver City (Carlson Park Streetlight Upgrade) 9770 Culver Blvd, Culver City, CA 90232	Javier De La Cruz 310-253-5606 javier.delacruz@culvercity.org	Street Light Upgrade at Carlson Park Electrical Work, Concrete Work	100%	\$ 1,981,334.10	2/12/2018	10/27/2018	Jamal Dealifi	Jose Mendoza	100 w/d
19	Caltrans (07-3P6804) 1041 W. Badillo St., Covina, CA 91722	Mike Fardoun 626-339-1604 mike.fardoun@dot.ca.gov	Traffic Signal Modifications in Azusa at Alameda Avenue	90%	\$ 542,254.51	8/5/2018	11/17/2018	Jamal Dealifi	Jose Mendoza	60 w/d
20	City of Mission Viejo (Citywide Countdown Pedestrian Signal Heads Improvements) 200 Civic Center, Mission Viejo, CA 92691	Philip Nitollama 949-470-3068 pnitollama@cityofmissionviejo.org	Traffic Signal Modifications & Installation	100%	\$ 29,000.00	11/12/2018	11/17/2018	Jamal Dealifi	Jose Mendoza	
21	City of Huntington Park (Pacific Blvd Pedestrian and Transportation Improvement) 6550 Miles Avenue, Huntington Park, CA 90255	Daniel Hernandez (323) 395-1480 dhernandez@hpcga.gov	Installation of Bus Shelters, Benches, Monument Sign, Wayfinding Signs, Roadway Signs	100%	\$ 871,707.22	7/17/2018	12/17/2018	Jamal Dealifi	Jose Mendoza	45 w/d
22	Caltrans (12A1742) 6533 Marine Way, Irvine, CA 92626	Jay Joubreen 949-279-8638 jay.joubreen@dot.ca.gov	Overlay The Loop on ramp from NB Harbor Blvd to NB Route 405, Concrete Work, Asphalt Work	100%	\$ 203,541.12	10/22/2018	2/2/2019	Jamal Dealifi	Jose Mendoza	
23	Caltrans (12A1716) 6533 Marine Way, Irvine, CA 92626	Moussa Essayli 949-279-8816 moussa.essayli@dot.ca.gov	Replace One Ramp Meter System and install new one, Signing, and Striping, Concrete work	100%	\$ 267,724.00	12/26/2018	4/27/2019	Jamal Dealifi	Jose Mendoza	
24	City of Costa Mesa -(Sunflower Avenue Traffic Signal Interconnect Installation Project) 77 Fair Dr. Costa Mesa, CA 92626	Irina Gurvich 714-754-5324 irina.gurvich@costamesaca.gov	Installation of New Traffic Signal Interconnect Conduits at Sunflower Avenue	100%	\$ 114,480.00	1/14/2019	4/13/2019	Jamal Dealifi	Jose Mendoza	
25	Caltrans (12-0H0284) 3251 1/4 University Dr. # 2, Irvine, CA 92612	Moussa Essayli 949-279-8816 moussa.essayli@dot.ca.gov	Install Fiber Optic Cables and CCTV, Traffic Control System	100%	\$ 965,131.00	10/15/2018	7/20/2019	Jamal Dealifi	Jose Mendoza	140 w/d
26	Caltrans (12-0N9904) 6533 Marine Way, Irvine, CA 92626	Moussa Essayli 949-279-8816 moussa.essayli@dot.ca.gov	Modify Traffic Signals, Install Safety Lighting, ADA Improvements and Restriping	100%	\$ 432,433.85	12/11/2018	10/15/2019	Jamal Dealifi	Jose Mendoza	70 w/d

DESIGNATION OF SUBCONTRACTORS

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

NAME, ADDRESS, LICENSE NO., AND PHONE NUMBER OF SUBCONTRACTORS, SUPPLIERS, AND VENDORS	PORTION OF WORK, MATERIALS, OR EQUIPMENT
None	

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

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

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

AFFIRMATIVE ACTION CERTIFICATION

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

NON-COLLUSION AFFIDAVIT

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

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name Alfaro Communications Construction, Inc

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

Telephone 310-669-8949

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

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

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

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

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

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

None

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

None

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, title, hands, and seals of all forenamed principals this 2nd day of October, 2019.

BIDDER Alfaro Communications Construction, Inc

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

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

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

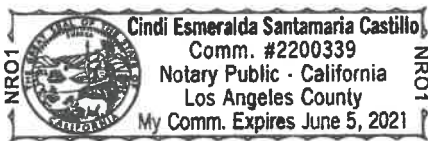

Signature of Contractor's Representative

Hadeel Daaifi
Printed Name

Contract Administrator
Title

Subscribed and sworn to this 2nd day of October, 2019.

NOTARY PUBLIC Cindi E. Santa Maria Castillo



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
CIP: 2018-07

IN THE CITY OF HUNTINGTON PARK

KNOW ALL MEN BY THESE PRESENTS that _____
Alfaro Communications Construction, Inc. _____, as BIDDER, and _____
Endurance Assurance Corporation _____, as SURETY, are held and firmly
bound unto the City of Huntington Park, as AGENCY, in the penal sum of

_____ Ten Percent of the Total Bid Amount _____
_____ dollars (\$10% of the bid amount), 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
2nd day of October, 2019.

BIDDER* Alfaro Communications Construction, Inc. 15614 S. Altantic Ave., Compton, CA 90221, Telephone: 310-669-8949

Hugo Alfaro - President

SURETY* Endurance Assurance Corporation 1221 Avenue of the Americas, New York, NY 10020, Telephone: 415-500-5028

Irene Luong
Irene Luong, Attorney-in-Fact, 24800 Chrisanta Drive #160, Mission Viejo, Ca 92691, T: 949-461-7000
Subscribed and sworn to this _____ day of _____, 20____. See Attached

NOTARY PUBLIC _____

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

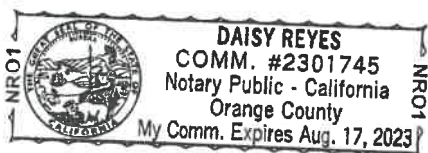
STATE OF CALIFORNIA

County of Orange

On October 2, 2019 before me, Daisy Reyes, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Irene Luong

Name(s) of Signer(s)



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

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

Witness my hand and official seal.

Signature

Signature of Notary Public

Daisy Reyes

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing: _____

ENDURANCE ASSURANCE CORPORATION

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POWER OF ATTORNEY

Know all Men by these Presents, that ENDURANCE ASSURANCE CORPORATION, a Delaware corporation (the "Corporation"), with offices at 4 Manhattanville Road, 3rd Floor, Purchase, NY 10577, has made, constituted and appointed and by these presents, does make, constitute and appoint YUNG T. MULLICK, JAMES W. MOILANEN, IRENE LUONG its true and lawful Attorney(s)-in-fact, at MISSION VIEJO in the State of CA and each of them to have full power to act without the other or others, to make, execute and deliver on its behalf, as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Corporation for any portion of the penal sum thereof in excess of the sum of TEN MILLION Dollars (\$10,000,000.00).

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

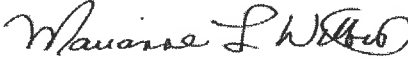
This appointment is made under and by authority of certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on the 9th of January, 2014, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that in granting powers of attorney pursuant to certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014, the signature of such directors and officers and the seal of the Corporation may be affixed to any such power of attorney or any certificate relating thereto by facsimile and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, the Corporation has caused these presents to be duly signed and its corporate seal to be hereunto affixed and attested this 23rd day of APRIL of 2019 at Purchase, New York.

(Corporate Seal)
ATTEST


MARIANNE L. WILBERT, SENIOR VICE PRESIDENT

ENDURANCE ASSURANCE CORPORATION

By


SHARON L. SIMS, SENIOR VICE PRESIDENT

STATE OF NEW YORK
COUNTY OF NEW YORK
ss: MANHATTAN

On the 23rd day of APRIL of 2019 before me personally came SHARON L. SIMS, SENIOR VICE PRESIDENT to me known, who being by me duly sworn, did depose and say that (s)he resides in SCOTCH PLAINS, NEW JERSEY that (s)he is a SENIOR VICE PRESIDENT of ENDURANCE ASSURANCE CORPORATION, the Corporation described in and which executed the above instrument; that (s)he knows the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that (s)he signed his (her) name thereto by like order.

(Notarial Seal)

STATE OF NEW YORK
COUNTY OF NEW YORK
ss: MANHATTAN



Nicholas James Benenati, Notary Public - My Commission Expires 12/6/2019

CERTIFICATE

I, CHRISTOPHER DONELAN the PRESIDENT of ENDURANCE ASSURANCE CORPORATION, a Delaware Corporation (the "Corporation"), hereby certify:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of the Corporation and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Corporation any and all bonds, undertakings or obligations in surety or co-surety with others:

CHRISTOPHER DONELAN, SHARON L. SIMS, MARIANNE L. WILBERT

And be it further

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 2nd day of October, 2019.

(Corporate Seal)


CHRISTOPHER DONELAN, PRESIDENT

Any reproductions are void.

Primary Surety Claims Submission: suretybondclaims@sompo-intl.com

Surety Claims Hotline: 877-676-7575

Mailing Address: Surety Claims Department, Sompo International, 1221 Avenue of the Americas, 18th Floor, New York, NY 10020

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Amended
Certificate of Authority

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

Endurance Assurance Corporation

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

Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation,

Common Carrier Liability, Boiler and Machinery, Burglary, Credit,

Sprinkler, Team and Vehicle, Automobile, Aircraft, and Miscellaneous

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

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

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



By

Dave Jones
Insurance Commissioner


Carol Frair
for Joel Laucher
Chief Deputy

NOTICE:

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

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

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

State of California)

County of Los Angeles)

On 10/02/2019 before me, Cindi Esmeralda SantaMaria Castillo
(here insert name and title of the officer)

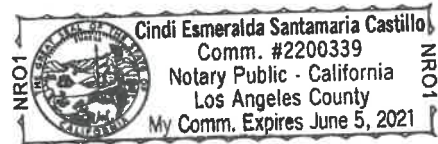
personally appeared Hugo Alfaro & Mayra Martinez

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

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

WITNESS my hand and official seal.

Signature



(Seal)

Optional Information

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

Description of Attached Document

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

System Implementation Metro Funded CFP No.: F7702 - Bidders Information

containing _____ pages, and dated _____

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

☐ Individual(s)

☐ Attorney-In-Fact

☒ Corporate Officer(s)

President & Vice President

Title(s)

☐ Guardian/Conservator

☐ Partner - Limited/General

☐ Trustee(s)

☐ Other: _____

representing: _____

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

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: (323) 495-6782

Other

☐ Additional Signer(s)

☐ Signer(s) Thumbprint(s)

☐

BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE
FOR
DOWNTOWN HUNTINGTON PARK "i-PARK" SYSTEM IMPLEMENTATION
METRO FUNDED CFP NO.: F7702
FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM NO.: LAF7702
FY 2018/2019
CIP: 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
CIP: 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

Bidder's Bond

_____ Dollars
(\$ 10%). 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.

Alfaro Communications Construction, Inc



Bidder

ATTACHMENT “B”

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

FY 2018/2019
CIP: 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.

BASE BID PROPOSAL
FOR
DOWNTOWN HUNTINGTON PARK "i-PARK" SYSTEM IMPLEMENTATION
METRO FUNDED CFP NO.: F7702
FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM NO.: LAF7702

FY 2018/2019
CIP: 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:

BASE BID

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	37,959 ⁸³	37,959 ⁸³
2	Traffic Control	LS	1	82,674 ⁵⁶	82,674 ⁵⁶
3	Furnish and Install Wireless Recessed Solar Powered Sensor (Type: "Intellisense, flush mounted" by Frogparking or equivalent)	EA	1,019	288 ³²	293,798 ¹³
4	Furnish and Install General Packet Radio Services (GPRS) Communications Gateway, Solar (Type: Solar GPRS for Outdoor Use by Frogparking or equivalent)	EA	18	3,207 ⁸⁸	57,741 ⁸⁸
5	Furnish and Install Free Standing LED Single-Sided Variable Message Sign on AC Pavement (Type: K2 LED Monument Sign by Frogparking or equivalent)	EA	7	11,395 ⁷⁴	79,770 ¹⁵
6	Furnish and Install Free Standing LED Single-Sided Variable Message Sign on Unclassified Soil (Type: K2 LED Monument Sign by Frogparking or equivalent)	EA	15	11,683 ¹⁵	175,247 ²⁴
7	Furnish and Install Free Standing LED Single-Sided Variable Message Sign on PCC Sidewalk (Type: K2 LED Monument Sign by Frogparking or equivalent)	EA	7	13,138 ⁸¹	91,971 ⁶⁴

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
8	Furnish and Install Free Standing LED Double-Sided Variable Message Sign on PCC Sidewalk or Pavers (Type: K2 LED Monument Sign by Frogparking or equivalent)	EA	6	15,336 ⁷¹	92,020 ⁶³
9	Furnish and Install Free Standing LED Double-Sided Variable Message Sign on Unclassified Soil (Type: K2 LED Monument Sign by Frogparking or equivalent)	EA	3	22,007 ¹⁵	66,021 ⁵⁰
10	Furnish and Install Bike Racks (Type: CycleSafe Staple Rack with a crossbar In-ground mounted by CycleSafe or equivalent)	EA	10	1,012 ⁶³	10,126 ³¹
11	Furnish and Install Bike Lockers (Type: CycleSafe Ecopark Series 2 door-2 bike capacity by CycleSafe or equivalent)	EA	6	4,235 ¹²	25,410 ⁷³
12	Install Public Improvement Project Sign	EA	2	2,511 ⁷⁶	5,023 ⁵¹
13	Furnish and Install Wayfinding Sign	EA	7	2,192 ¹⁰	15,346 ⁸³
14	Furnish and Install Wireless Sensor at Parking Garage Entrance/Exit (Type: "Intellisense, flush mounted" by Frogparking or equivalent)	EA	4	7,639 ⁷⁵	30,558 ⁹⁹
15	Furnish and Install Mains Powered GPRS (Non-Solar) Including Connections and Appurtenances ((Type: Mains Powered GPRS for Indoor Use by Frogparking or equivalent)	LS	1	22,960 ⁹¹	22,960 ⁹¹
16	Remove Existing Posts	EA	7	1,315 ⁹⁹	9,211 ⁹³
17	Furnish and Construct Concrete Bollard	EA	18	1,795 ⁴²	32,317 ⁴⁸
18	Install New 1.5" Conduit with Directional Boring	LF	3100	56 ⁴⁹	175,125 ⁷³
TOTAL AMOUNT BID IN FIGURES					\$1,303,288

TOTAL AMOUNT BID IN WORDS:

One million - three hundred - three thousand - two
hundred - eighty - eight

Dollars



Bidder's Signature

VP of Pre-construction and Estimating

Title

Bergelectric Corporation

Company Name

ADDITIVE BID "A" PROPOSAL

FOR

DOWNTOWN HUNTINGTON PARK "i-PARK" SYSTEM IMPLEMENTATION METRO FUNDED CFP NO.: F7702

FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM NO.: LAF7702

FY 2018/2019

CIP: 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:

Bid will be awarded based on the total base bid amount should the city decide to only award the base bid. Should the city decide to award the base bid and/or additive "A" the award will be based on the result and total of the overall bid awarded.

ADDITIVE BID "A".

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
1A	Mobilization/ Demobilization (Not to exceed 3% of total of all other Prime Contract Bid Items)	LS	1	6,962 ³³	6,962 ³³
2A	Traffic Control	LS	1	24,168 ³³	24,168 ³³
3A	Furnish and Install Wireless Recessed Solar Powered Sensor (Type: "Intellisense, flush mounted" by Frogparking or equivalent)	EA	441	313 ³³	138,178 ³³
4A	Furnish and Install General Packet Radio Services (GPRS) Communications Gateway, Solar (Type: Solar GPRS for Outdoor Use by Frogparking or equivalent)	EA	13	5,321 ³⁴	69,173 ⁴⁵
TOTAL AMOUNT BID IN FIGURES					\$ 238,482

TOTAL AMOUNT BID IN WORDS:

Two hundred - thirty - eight thousand - four hundred eighty -
two Dollars

Sh R P
Bidder's Signature

Sr. VP of Preconstruction
and Estimating
Title

Bergelectric Corporation
Company Name

DESIGNATION OF SUBCONTRACTORS

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

NAME, ADDRESS, LICENSE NO., AND PHONE NUMBER OF SUBCONTRACTORS, SUPPLIERS, AND VENDORS	PORTION OF WORK, MATERIALS, OR EQUIPMENT
California Boring (714) 632-1596 3030E. Coronado St. Anaheim, CA 92806 DIR# 1000004237 License# 926968	Directional boring, conduit installation
Fryman Management (949) 481-5211 18 Goodyear, Ste. 105 Irvine, CA 92648 DIR# 1000034480 License# 1007017	Traffic Control
Frog Parking 9273 Research Dr. Irvine, CA 92618	Parking System Vendor
Cyclesafe 5211 Cascade Rd. SE, Ste 210 Grand Rapids, MI 49546	Bike rack & locker vendor
ARS Construction Services, Inc. 20963 Lambertson Ave. Long Beach, CA 90810 DIR# 1000048146 License# 758273	Sign base installation

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

REFERENCES

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

1. N/A

Name and Address of Agency

Name and telephone number of person familiar with project

Contract amount

Type of work

Date completed

2. N/A

Name and Address of Agency

Name and telephone number of person familiar with project

Contract amount

Type of work

Date completed

3. N/A

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:

CHUBB 555 S. Flower St, Ste. 400 Los Angeles, CA 90071

Office: (213) 612-5577 Fax: (213) 612-5731

Norma Raygoza, nraygoza@chubb.com

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 Bergelectric Corporation

Business Address: 3182 Lionshead Ave. Carlsbad, CA 92010

Telephone 760-638-2374

State Contractor's License No. and Class: C10-85046

Original Date Issued 2/1/1946 Expiration Date 6/30/2020

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

Shawn LePine, Sr. VP of Pre-construction and Estimating

3182 Lionshead Ave. Carlsbad, CA 92010

760-638-2374

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

N/A

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

N/A

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, title, hands, and seals of all forenamed principals this 2nd day of October, 2019.

BIDDER Bergelectric Corporation

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


Signature of Contractor's Representative

Shawn LePine
Printed Name


Sr. VP of Pre-construction and Estimating
Title

Subscribed and sworn to this 2nd day of October, 2019.

NOTARY PUBLIC see attached

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

CIP: 2018-07

Bond No.8186-25-49 J

IN THE CITY OF HUNTINGTON PARK

KNOW ALL MEN BY THESE PRESENTS that **BERGELECTRIC CORP.**

, as BIDDER, and **FEDERAL INSURANCE COMPANY**, as SURETY, are held and firmly bound unto the City of Huntington Park, as AGENCY, in the penal sum of

TEN PERCENT OF TOTAL AMOUNT BID

_____ dollars (\$ **10%**), 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 **24th** day of **September**, 20 **19**.

BIDDER* **BERGELECTRIC CORP. 1611 Jenks Dr., Corona, CA 92880**

SURETY* **FEDERAL INSURANCE COMPANY, 555 S. Flower St., Ste 400, Los Angeles, CA 90071**

BY:  **Michael Destiche, - Attorney-in-Fact**

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

NOTARY PUBLIC **SEE ATTACHED**

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

ACKNOWLEDGMENT

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

State of California

County of Los Angeles)

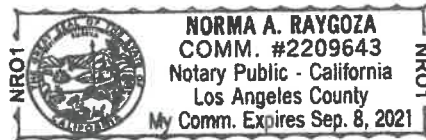
On September 24, 2019 before me, Norma A. Raygoza, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



OPTIONAL

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

Description of Attached Document

Title or type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

RIGHT THUMPRINT
OF SIGNER
Top of thumb here

Signer is Representing: _____

Federal Insurance Company

Vigilant Insurance Company

Pacific Indemnity Company

Signer's Name: _____

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

RIGHT THUMPRINT
OF SIGNER
Top of thumb here

Signer is Representing: _____



Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint **Michael Destiche, Clara Do, Janette Fu, Donna Kelley, Scott Mandeville, Danyiele Myles, Irene Orselli, Norma A. Raygoza, Michael Slack and Marie Claire Trinidad** of Los Angeles, California -----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this 6th day of August, 2019.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS.

On this 6th day of August, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316885
Commission Expires July 16, 2024

Katherine J. Adelaar

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 24th day of September 2019



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903-3493

Fax (908) 903-3656

e-mail: surety@chubb.com

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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

State of California)
County of San Diego)

On October 2, 2019 before me, Sepi Montarbo Sepehr - Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Shawn LePine -----
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Downtown Huntington Park "i Park" System Implementation
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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

CIP: 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 X _____

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



**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
CIP: 2018-07**

**KARINA MACIAS – MAYOR
MANUEL "MANNY" AVILA – VICE MAYOR
GRACIELA ORTIZ – COUNCIL MEMBER
JHONNY PINEDA – COUNCIL MEMBER
MARILYN SANABRIA – COUNCIL MEMBER
RICARDO REYES - CITY MANAGER
RAUL ALVAREZ - ASSISTANT CITY MANAGER
DANIEL HERNANDEZ - DIRECTOR OF PUBLIC WORKS
DOUGLAS BENASH – CITY ENGINEER**

PREPARED BY:



**INFRASTRUCTURE
ENGINEERS**

**3060 Saturn Street., Suite 250
Brea, CA 92821**

**Tel: 714-940-0100 Fax: 714-940-0700
Infrastructure Engineers Project No. 6900.12**



**Bid Opening: October 2, 2019 at 2:00 PM
Engineer's Base Bid Estimate: \$692,712
Engineer's Additive Bid "A" Estimate: \$125,881**

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

FY 2018/2019
CIP: 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.

BASE BID PROPOSAL

FOR

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

FY 2018/2019

CIP: 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:

BASE BID

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	\$1.00	\$1.00
2	Traffic Control	LS	1	4,620	4,620
3	Furnish and Install Wireless Recessed Solar Powered Sensor (Type: "Intellisense, flush mounted" by Frogparking or equivalent)	EA	1,019	354	360,726
4	Furnish and Install General Packet Radio Services (GPRS) Communications Gateway, Solar (Type: Solar GPRS for Outdoor Use by Frogparking or equivalent)	EA	18	4,840	87,120
5	Furnish and Install Free Standing LED Single-Sided Variable Message Sign on AC Pavement (Type: K2 LED Monument Sign by Frogparking or equivalent)	EA	7	14,060	98,420
6	Furnish and Install Free Standing LED Single-Sided Variable Message Sign on Unclassified Soil (Type: K2 LED Monument Sign by Frogparking or equivalent)	EA	15	16,040	240,600
7	Furnish and Install Free Standing LED Single-Sided Variable Message Sign on PCC Sidewalk (Type: K2 LED Monument Sign by Frogparking or equivalent)	EA	7	16,110	112,770

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
8	Furnish and Install Free Standing LED Double-Sided Variable Message Sign on PCC Sidewalk or Pavers (Type: K2 LED Monument Sign by Frogparking or equivalent)	EA	6	\$18,150	\$108,900
9	Furnish and Install Free Standing LED Double-Sided Variable Message Sign on Unclassified Soil (Type: K2 LED Monument Sign by Frogparking or equivalent)	EA	3	22,120	66,360
10	Furnish and Install Bike Racks (Type: CycleSafe Staple Rack with a crossbar In-ground mounted by CycleSafe or equivalent)	EA	10	1,730	17,300
11	Furnish and Install Bike Lockers (Type: CycleSafe Ecopark Series 2 door-2 bike capacity by CycleSafe or equivalent)	EA	6	5,050	30,300
12	Install Public Improvement Project Sign	EA	2	4,060	8,120
13	Furnish and Install Wayfinding Sign	EA	7	1,080	7,560
14	Furnish and Install Wireless Sensor at Parking Garage Entrance/Exit (Type: "Intellisense, flush mounted" by Frogparking or equivalent)	EA	4	3,480	13,920
15	Furnish and Install Mains Powered GPRS (Non-Solar) Including Connections and Appurtenances ((Type: Mains Powered GPRS for Indoor Use by Frogparking or equivalent)	LS	1	4,910	4,910
16	Remove Existing Posts	EA	7	640	4,480
17	Furnish and Construct Concrete Bollard	EA	18	1,180	21,240
18	Install New 1.5" Conduit with Directional Boring	LF	3100	68	210,800
TOTAL AMOUNT BID IN FIGURES					\$1,398,110

TOTAL AMOUNT BID IN WORDS:

ONE MILLION, THREE HUNDRED NINETY EIGHT THOUSAND,
ONE HUNDRED FORTY SEVEN AND ⁰⁰/₁₀₀ Dollars

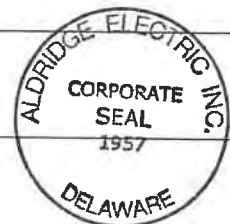
X Thomas G. McLinden

Bidder's Signature Thomas G. McLinden

President
Title

Aldridge Electric, Inc.

Company Name



ADDITIVE BID "A" PROPOSAL

FOR

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

**FY 2018/2019
CIP: 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:

Bid will be awarded based on the total base bid amount should the city decide to only award the base bid. Should the city decide to award the base bid and/or additive "A" the award will be based on the result and total of the overall bid awarded.

ADDITIVE BID "A".

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
1A	Mobilization/ Demobilization (Not to exceed 3% of total of all other Prime Contract Bid Items)	LS	1	\$1.00	\$1.00
2A	Traffic Control	LS	1	2,310	2,310
3A	Furnish and Install Wireless Recessed Solar Powered Sensor (Type: "Intellisense, flush mounted" by Frogparking or equivalent)	EA	441	350	154,350
4A	Furnish and Install General Packet Radio Services (GPRS) Communications Gateway, Solar (Type: Solar GPRS for Outdoor Use by Frogparking or equivalent)	EA	13	4,870	63,310
TOTAL AMOUNT BID IN FIGURES					\$ 219,971

TOTAL AMOUNT BID IN WORDS:

TWO HUNDRED NINETEEN THOUSAND, NINE HUNDRED
SEVENTY ONE AND 00/100 Dollars

X 

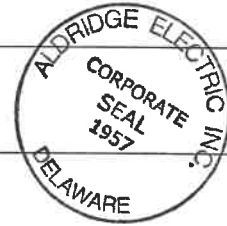
Bidder's Signature Thomas G. McLinden

President

Title

Aldridge Electric, Inc.

Company Name



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

PORTION OF WORK,
MATERIALS, OR EQUIPMENT

Directional Drilling

6955 Capistrano Way
Riverside, CA 92504 (951) 368-7789

C-6

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. Los Angeles County Public Works - 1537 Alcazar St., Los Angeles, CA 90033

Name and Address of Agency

Joel Zaragoza (626) 458-4973

Name and telephone number of person familiar with project

\$1,804,701.00	Traffic Signal Modifications	May 2018
Contract amount	Type of work	Date completed

2. City of Los Angeles - 100 S. Main St., Los Angeles, CA

Name and Address of Agency

Rodney Bradshaw (323) 806-8001

Name and telephone number of person familiar with project

\$3,067,837.00	Intersection Upgrades	October 2017
Contract amount	Type of work	Date completed

3. City of Chicago - 30 N. LaSalle St., Chicago, IL 60602

Name and Address of Agency

Otto Letamendi (312) 742-3913

Name and telephone number of person familiar with project

\$8,500,000.00	Arterial & Viaduct Roadway Lighting Improvement	March 2017
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:

Surety Company: Continental Casualty Company

333 S. Wabash Ave., Chicago, IL 60685
(312) 822-5000

Bonding Agent: Brown & Brown of Illinois

2300 Cabot Dr., Suite 100, Lisle, IL 60532
Agent: Kim Holmes (630) 245-421

Insurance Broker:

Arthur J. Gallagher Risk Management Services, Inc.

2850 Golf Rd.

Rolling Meadows, IL 60008

(312) 803-6375

Jordan Laeyendecker

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 Aldridge Electric, Inc.

Business Address: 844 E. Rockland Road

Libertyville, IL 60048

Telephone (847) 680-5200

State Contractor's License No. and Class: 855841 C10 A

Original Date Issued 3/17/2005 Expiration Date 3/31/2021

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

Thomas G. McLinden, President - 844 E. Rockland Rd., Libertyville, IL 60048
Stephen Aldridge, CEO - 844 E. Rockland Rd., Libertyville, IL 60048
Gene Huebner, CFO - 844 E. Rockland Rd., Libertyville, IL 60048
Tim Bradley, Executive Vice President - 844 E. Rockland Rd., Libertyville, IL 60048

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

None

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

None

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, title, hands, and seals of all forenamed principals this 3rd day of October, 2019.

BIDDER Aldridge Electric, Inc.

844 E. Rockland Road, Libertyville, IL 60048

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

Thomas G. McLinden

Printed Name

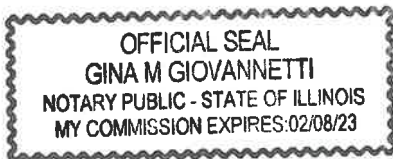
President

Title

Subscribed and sworn to this 3rd day of October, 2019.

NOTARY PUBLIC





POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Karen A Ryan, William Cahill, Kimberly Sawicki, Ann Marie Waters, Richard A Freebourn Jr, Leigh Ann Francis, Kimberly R Holmes, Brent R Wagner, Individually

of Lisle, IL, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 2nd day of August, 2019.

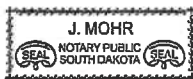


Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 2nd day of August, 2019, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires June 23, 2021

J. Mohr

Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 2nd day of October, 2019.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson Assistant Secretary

Form F6853-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

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

CIP: 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 x

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

N/A

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
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**FY 2018/2019
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IN THE CITY OF HUNTINGTON PARK

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

_____ Dollars

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

Bidder

Department of Industrial Relations (DIR)

Contractor Registration Number

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

Per this requirement, provide the following information:

Aldridge Electric, Inc.

Contractor Name

1000009777

Contractor Department of Industrial Relations Registration Number:

June 30, 2020

Expiration Date of Registration Number

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

PROPOSAL
FOR
DOWNTOWN HUNTINGTON PARK "i-PARK" SYSTEM IMPLEMENTATION
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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.

BASE BID PROPOSAL
FOR
DOWNTOWN HUNTINGTON PARK "i-PARK" SYSTEM IMPLEMENTATION
METRO FUNDED CFP NO.: F7702
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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:

BASE BID

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	20,000	20,000
2	Traffic Control	LS	1	105,000	105,000
3	Furnish and Install Wireless Recessed Solar Powered Sensor (Type: "Intellisense, flush mounted" by Frogparking or equivalent)	EA	1,019	295	300,605
4	Furnish and Install General Packet Radio Services (GPRS) Communications Gateway, Solar (Type: Solar GPRS for Outdoor Use by Frogparking or equivalent)	EA	18	2,1450	47,700
5	Furnish and Install Free Standing LED Single-Sided Variable Message Sign on AC Pavement (Type: K2 LED Monument Sign by Frogparking or equivalent)	EA	7	11,200	78,400
6	Furnish and Install Free Standing LED Single-Sided Variable Message Sign on Unclassified Soil (Type: K2 LED Monument Sign by Frogparking or equivalent)	EA	15	13,100	196,500
7	Furnish and Install Free Standing LED Single-Sided Variable Message Sign on PCC Sidewalk (Type: K2 LED Monument Sign by Frogparking or equivalent)	EA	7	13,000	91,000

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
8	Furnish and Install Free Standing LED Double-Sided Variable Message Sign on PCC Sidewalk or Pavers (Type: K2 LED Monument Sign by Frogparking or equivalent)	EA	6	15,400	92,400
9	Furnish and Install Free Standing LED Double-Sided Variable Message Sign on Unclassified Soil (Type: K2 LED Monument Sign by Frogparking or equivalent)	EA	3	18,950	56,850
10	Furnish and Install Bike Racks (Type: CycleSafe Staple Rack with a crossbar In-ground mounted by CycleSafe or equivalent)	EA	10	1,200	12,000
11	Furnish and Install Bike Lockers (Type: CycleSafe Ecopark Series 2 door-2 bike capacity by CycleSafe or equivalent)	EA	6	4,000	24,000
12	Install Public Improvement Project Sign	EA	2	1,500	3,000
13	Furnish and Install Wayfinding Sign	EA	7	2,500	17,500
14	Furnish and Install Wireless Sensor at Parking Garage Entrance/Exit (Type: "Intellisense, flush mounted" by Frogparking or equivalent)	EA	4	3,000	12,000
15	Furnish and Install Mains Powered GPRS (Non-Solar) Including Connections and Appurtenances ((Type: Mains Powered GPRS for Indoor Use by Frogparking or equivalent)	LS	1	10,000	10,000
16	Remove Existing Posts	EA	7	200	1,400
17	Furnish and Construct Concrete Bollard	EA	18	1,000	18,000
18	Install New 1.5" Conduit with Directional Boring	LF	3100	26	80,600 80,600
TOTAL AMOUNT BID IN FIGURES					\$ 1,166,955

TOTAL AMOUNT BID IN WORDS:

one million one hundred sixty six thousand nine hundred
fifty five dollars and zero cents Dollars

 , John Wong Vice President
 Bidder's Signature Title
 Elecnor Belco Electric, Inc.
 Company Name

ADDITIVE BID "A" PROPOSAL

FOR

DOWNTOWN HUNTINGTON PARK "i-PARK" SYSTEM IMPLEMENTATION
METRO FUNDED CFP NO.: F7702
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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:


Bid will be awarded based on the total base bid amount should the city decide to only award the base bid. Should the city decide to award the base bid and/or additive "A" the award will be based on the result and total of the overall bid awarded.

ADDITIVE BID "A".

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
1A	Mobilization/ Demobilization (Not to exceed 3% of total of all other Prime Contract Bid Items)	LS	1	10,000	10,000
2A	Traffic Control	LS	1	39,000	39,000
3A	Furnish and Install Wireless Recessed Solar Powered Sensor (Type: "Intellisense, flush mounted" by Frogparking or equivalent)	EA	441	295	130,095
4A	Furnish and Install General Packet Radio Services (GPRS) Communications Gateway, Solar (Type: Solar GPRS for Outdoor Use by Frogparking or equivalent)	EA	13	2,650	34,450
TOTAL AMOUNT BID IN FIGURES					\$213,545

TOTAL AMOUNT BID IN WORDS:

two hundred thirteen thousand five hundred forty five
dollars and zero cents Dollars


Bidder's Signature John Wong Vice President
Title
Elecnor Belco Electric, Inc.
Company Name

DESIGNATION OF SUBCONTRACTORS

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

NAME, ADDRESS, LICENSE NO., AND PHONE NUMBER OF SUBCONTRACTORS, SUPPLIERS, AND VENDORS	PORTION OF WORK, MATERIALS, OR EQUIPMENT
NO subs	

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

REFERENCES

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

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

Greg Heldreth 760-655-5000
Name and telephone number of person familiar with project

<u>\$445,220</u>	<u>Traffic Signal and Fiber Optics</u>	<u>March 2018</u>
Contract amount	Type of work	Date completed
2. City of Diamond Bar 21810 Copley Drive, Diamond Bar, CA 91765
Name and Address of Agency

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

<u>\$389,928</u>	<u>Traffic Signal and Fiber Optics</u>	<u>September 2018</u>
Contract amount	Type of work	Date completed
3. City of Mission Viejo 200 Civic Center, Mission Viejo, CA 92691
Name and Address of Agency

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

<u>\$357,100</u>	<u>Installation of Traffic Signals</u>	<u>September 2018</u>
Contract amount	Type of work	Date completed

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

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

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

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

AFFIRMATIVE ACTION CERTIFICATION

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

NON-COLLUSION AFFIDAVIT

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

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name Elecnor Belco Electric, Inc.

Business Address: 14320 Albers Way, Chino, CA 91710

Telephone 909-993-5470

State Contractor's License No. and Class: 738518

Original Date Issued 7/29/97 Expiration Date 7/31/21

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

Alberto Garcia de los Angeles - President

John Wong - Vice President

Jeroni Gervilla - Treasurer

Pedro Enrile - Secretary

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

N/A

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

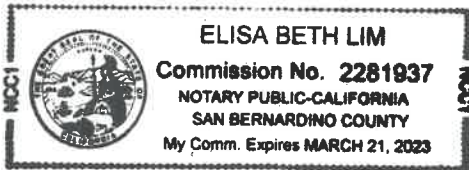
N/A

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, title, hands, and seals of all forenamed principals this 24th day of September, 2019.

BIDDER Elecnor Belco Electric, Inc.

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

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





Signature of Contractor's Representative

John Wong

Printed Name

Vice President

Title

Subscribed and sworn to this 24th day of September, 2019.

NOTARY PUBLIC Elisa Beth Lim 

**UNANIMOUS WRITTEN CONSENT IN LIEU OF
2019 ANNUAL MEETING OF THE BOARD OF DIRECTORS
OF
ELECNR BELCO ELECTRIC, INC.**

January 1, 2019

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

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

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

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

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

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

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

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

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


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

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

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



Argimiro Ramon, Director



Luis Alcibar, Director



Alexander Arrola, Director

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
CIP: 2018-07**

IN THE CITY OF HUNTINGTON PARK

KNOW ALL MEN BY THESE PRESENTS that Elecnor Belco Electric, Inc.
_____, as BIDDER, and _____
Fidelity and Deposit Company of Maryland, as SURETY, are held and firmly
bound unto the City of Huntington Park, as AGENCY, in the penal sum of
Ten Percent of Amount Bid

_____, dollars (\$ 10%), 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
12th day of September, 20 19.

BIDDER* Elecnor Belco Electric, Inc., 14320 Albers Way, Chino, CA 91710,
John L. Wong, Vice President Transportation Division, Tel: 909 993-5470 ext 254

SURETY* Fidelity and Deposit Company of Maryland, 1299 Zurich Way, 5th Floor, Schaumburg IL 60196-1056, Tel: (847) 605-6000
Attn.: Margaret Hentz, 777 South Figueroa St., Ste 3900 Los Angeles, CA 90017, (213) 270-0757

Danielle D. Johnson, Attorney-in-Fact

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.

ACKNOWLEDGMENT

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

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

On September 12, 2019 before me, Joshua Sanford, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

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

Signature  (Seal)
Notary Public

JURAT

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

State of California

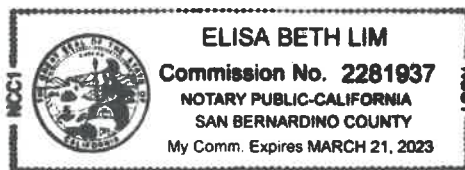
County of San Bernardino

Subscribed and sworn to (or affirmed) before me on this 24th day of September,

20 19 by John Wong,

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

Signature Elisa Beth Lim (Seal)
Notary Public



OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

City of Huntington Park Bid Bond

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

Additional information _____

INSTRUCTIONS

The wording of all Jurats completed in California after January 1, 2015 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one with does contain the proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and county information must be the state and county where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of the document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
 - ❖ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document with a staple.

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

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

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 10th day of July, A.D. 2019.

ATTEST:

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



By:

*Assistant Secretary
Dawn E. Brown*

*Vice President
Robert D. Murray*

**State of Maryland
County of Baltimore**

On this 10th day of July, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **ROBERT D. MURRAY, Vice President, and DAWN E. BROWN, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

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



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
CIP: 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 X _____

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

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

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

FOR

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

**FY 2018/2019
CIP: 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

Department of Industrial Relations (DIR) Contractor Registration Number

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

Per this requirement, provide the following information:

[Elecnor Belco Electric, Inc.](#)

Contractor Name

[1000004804](#)

Contractor Department of Industrial Relations Registration Number:

[6/30/22](#)

Expiration Date of Registration Number

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

PROPOSAL
FOR
DOWNTOWN HUNTINGTON PARK "i-PARK" SYSTEM IMPLEMENTATION
METRO FUNDED CFP NO.: F7702
FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM NO.: LAF7702

FY 2018/2019
CIP: 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.

BASE BID PROPOSAL
FOR
DOWNTOWN HUNTINGTON PARK "i-PARK" SYSTEM IMPLEMENTATION
METRO FUNDED CFP NO.: F7702
FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM NO.: LAF7702

FY 2018/2019
CIP: 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:

BASE BID

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	32,796 -	32,796 -
2	Traffic Control	LS	1	20,000 -	20,000 -
3	Furnish and Install Wireless Recessed Solar Powered Sensor (Type: "Intellisense, flush mounted" by Frogparking or equivalent)	EA	1,019	300 -	305,700 -
4	Furnish and Install General Packet Radio Services (GPRS) Communications Gateway, Solar (Type: Solar GPRS for Outdoor Use by Frogparking or equivalent)	EA	18	2700 -	48,600 -
5	Furnish and Install Free Standing LED Single-Sided Variable Message Sign on AC Pavement (Type: K2 LED Monument Sign by Frogparking or equivalent)	EA	7	14,300 -	100,100 -
6	Furnish and Install Free Standing LED Single-Sided Variable Message Sign on Unclassified Soil (Type: K2 LED Monument Sign by Frogparking or equivalent)	EA	15	9,800 -	147,000 -
7	Furnish and Install Free Standing LED Single-Sided Variable Message Sign on PCC Sidewalk (Type: K2 LED Monument Sign by Frogparking or equivalent)	EA	7	10,300 -	72,100 -

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
8	Furnish and Install Free Standing LED Double-Sided Variable Message Sign on PCC Sidewalk or Pavers (Type: K2 LED Monument Sign by Frogparking or equivalent)	EA	6	13,000 -	78,000 -
9	Furnish and Install Free Standing LED Double-Sided Variable Message Sign on Unclassified Soil (Type: K2 LED Monument Sign by Frogparking or equivalent)	EA	3	13,000 -	39,000 -
10	Furnish and Install Bike Racks (Type: CycleSafe Staple Rack with a crossbar In-ground mounted by CycleSafe or equivalent)	EA	10	2,000 -	20,000 -
11	Furnish and Install Bike Lockers (Type: CycleSafe Ecopark Series 2 door-2 bike capacity by CycleSafe or equivalent)	EA	6	5000 -	30,000 -
12	Install Public Improvement Project Sign	EA	2	1000 -	2000 -
13	Furnish and Install Wayfinding Sign	EA	7	3000 -	21,000 -
14	Furnish and Install Wireless Sensor at Parking Garage Entrance/Exit (Type: "Intellisense, flush mounted" by Frogparking or equivalent)	EA	4	3000 -	12,000 -
15	Furnish and Install Mains Powered GPRS (Non-Solar) Including Connections and Appurtenances ((Type: Mains Powered GPRS for Indoor Use by Frogparking or equivalent)	LS	1	2600 -	2600 -
16	Remove Existing Posts	EA	7	300 -	2100 -
17	Furnish and Construct Concrete Bollard	EA	18	1000 -	18,000 -
18	Install New 1.5" Conduit with Directional Boring	LF	3100	56.45	174,995 -
TOTAL AMOUNT BID IN FIGURES					\$1,125,991 -

TOTAL AMOUNT BID IN WORDS:

One million, one hundred twenty five thousand, nine hundred ninety-one dollars and ^{no} 100/100 _____ Dollars

Bidder's Signature

Title

Green Giant Landscape, Inc.

Company Name

ADDITIVE BID "A" PROPOSAL

FOR

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

FY 2018/2019

CIP: 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:

Bid will be awarded based on the total base bid amount should the city decide to only award the base bid. Should the city decide to award the base bid and/or additive "A" the award will be based on the result and total of the overall bid awarded.

ADDITIVE BID "A".

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
1A	Mobilization/ Demobilization (Not to exceed 3% of total of all other Prime Contract Bid Items)	LS	1	5923 ⁵⁰	5923 ⁵⁰
2A	Traffic Control	LS	1	8000 -	8000 -
3A	Furnish and Install Wireless Recessed Solar Powered Sensor (Type: "Intellisense, flush mounted" by Frogparking or equivalent)	EA	441	350 -	154,350 -
4A	Furnish and Install General Packet Radio Services (GPRS) Communications Gateway, Solar (Type: Solar GPRS for Outdoor Use by Frogparking or equivalent)	EA	13	2700 -	35,100 -
TOTAL AMOUNT BID IN FIGURES					\$203,373 ⁵⁰

TOTAL AMOUNT BID IN WORDS:

Two hundred three thousand, three hundred seventy three
dollars and fifty cents _____ Dollars

Bidder's Signature

Title

Company Name

Green Giant Landscape, Inc.

President

DESIGNATION OF SUBCONTRACTORS

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

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

PORTION OF WORK,
MATERIALS, OR EQUIPMENT

Stewart Electric

electrical

License 406 096

21400 Orange Ave

Perris, CA 92570

909-732-9871

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

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

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

AFFIRMATIVE ACTION CERTIFICATION

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

NON-COLLUSION AFFIDAVIT

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

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name Green Giant Landscape, Inc.

Business Address: 941-A Macy St.
La Habra CA 90631

Telephone 562-690-6208

State Contractor's License No. and Class: 670478, A, C-13, C-27

Original Date Issued 1996 Expiration Date 5/31/20

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:

Donald L. Henderson 1310 Silver Maple La Habra 90631
562-690-6208

Risie Toledo - Same as above

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

None N/A

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

None N/A

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, title, hands, and seals of all forenamed principals this 2 day of October, 20 19.

BIDDER Green Giant Landscape, Inc.

941-A Macy St.

La Habra CA 90631

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

Donald L. Henderson
Printed Name

President
Title

Subscribed and sworn to this 2 day of October, 20 19.

NOTARY PUBLIC Rosie Toledo-Henderson



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
CIP: 2018-07

IN THE CITY OF HUNTINGTON PARK

KNOW ALL MEN BY THESE PRESENTS that Green Giant Landscape, Inc.
Philadelphia Indemnity Insurance Company, as BIDDER, and Philadelphia Indemnity Insurance Company, as SURETY, are held and firmly bound unto the City of Huntington Park, as AGENCY, in the penal sum of one hundred thirty two thousand nine hundred thirty six and forty five cents dollars (\$132,936.45), which is ten percent of the total amount bid by BIDDER to AGENCY for the above stated project, for the payment of which sum, BIDDER and SURETY agree to be bound, jointly and severally, firmly by these presents.

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

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals, this 26th day of September, 2019.

BIDDER* Green Giant Landscape, Inc. - 941-A Macy St., La Habra, CA 90631 - (562)690-6208

SURETY* Philadelphia Indemnity Insurance Company - 251 S. Lake Avenue, Suite 360, Pasadena, CA 91101 - (626)639-1328

Matthew J Coats, Attorney-in-Fact

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

NOTARY PUBLIC _____

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

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On Oct 2, 2019 before me, Rosie Toledo-Henderson Notary Public
(Here insert name and title of the officer)

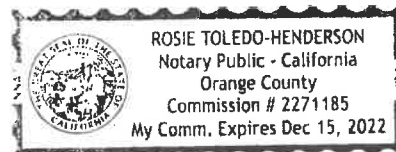
personally appeared Donald L. Henderson,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

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

WITNESS my hand and official seal.

Rosie Toledo-Henderson
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

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

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

CIP: 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
CIP: 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

PROPOSAL
FOR
DOWNTOWN HUNTINGTON PARK "i-PARK" SYSTEM IMPLEMENTATION
METRO FUNDED CFP NO.: F7702
FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM NO.: LAF7702

FY 2018/2019
CIP: 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.

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

FY 2018/2019
CIP: 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:

BASE BID

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
1	Mobilization/ Demobilization (Not to exceed 3% of total of all other Prime Contract Bid Items)	LS	1	6,500.-	6,500.-
2	Traffic Control	LS	1	6000.-	6000.-
3	Furnish and Install Wireless Recessed Solar Powered Sensor (Type: “Intellisense, flush mounted” by Frogparking or equivalent)	EA	1,019	32.00	326,080.-
4	Furnish and Install General Packet Radio Services (GPRS) Communications Gateway, Solar (Type: Solar GPRS for Outdoor Use by Frogparking or equivalent)	EA	18	2,260.-	40,680.-
5	Furnish and Install Free Standing LED Single-Sided Variable Message Sign on AC Pavement (Type: K2 LED Monument Sign by Frogparking or equivalent)	EA	7	9,675.-	67,725.-
6	Furnish and Install Free Standing LED Single-Sided Variable Message Sign on Unclassified Soil (Type: K2 LED Monument Sign by Frogparking or equivalent)	EA	15	11,800.-	177,000.-
7	Furnish and Install Free Standing LED Single-Sided Variable Message Sign on PCC Sidewalk (Type: K2 LED Monument Sign by Frogparking or equivalent)	EA	7	11,600.-	81,200.-

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
8	Furnish and Install Free Standing LED Double-Sided Variable Message Sign on PCC Sidewalk or Pavers (Type: K2 LED Monument Sign by Frogparking or equivalent)	EA	6	13,775.-	82,650.-
9	Furnish and Install Free Standing LED Double-Sided Variable Message Sign on Unclassified Soil (Type: K2 LED Monument Sign by Frogparking or equivalent)	EA	3	17,700.-	53,100.-
10	Furnish and Install Bike Racks (Type: CycleSafe Staple Rack with a crossbar In-ground mounted by CycleSafe or equivalent)	EA	10	1,265.-	12,650.-
11	Furnish and Install Bike Lockers (Type: CycleSafe Ecopark Series 2 door-2 bike capacity by CycleSafe or equivalent)	EA	6	5,300.-	31,800.-
12	Install Public Improvement Project Sign	EA	2	3000.-	6000.-
13	Furnish and Install Wayfinding Sign	EA	7	360.-	2,520.-
14	Furnish and Install Wireless Sensor at Parking Garage Entrance/Exit (Type: "Intellisense, flush mounted" by Frogparking or equivalent)	EA	4	5,300.-	21,200.-
15	Furnish and Install Mains Powered GPRS (Non-Solar) Including Connections and Appurtenances ((Type: Mains Powered GPRS for Indoor Use by Frogparking or equivalent)	LS	1	4000.-	4000.-
16	Remove Existing Posts	EA	7	195.-	1,365.-
17	Furnish and Construct Concrete Bollard	EA	18	1000.-	18,000.-
18	Install New 1.5" Conduit with Directional Boring	LF	3100	46.-	142,600.-
TOTAL AMOUNT BID IN FIGURES					\$ 1,081,070.-

TOTAL AMOUNT BID IN WORDS:

One million Eighty one thousand and Seventy dollars

Dollars

Bidder's Signature

President

Title

Alfaro Communications Construction, Inc
Company Name

ADDITIVE BID "A" PROPOSAL
FOR
DOWNTOWN HUNTINGTON PARK "i-PARK" SYSTEM IMPLEMENTATION
METRO FUNDED CFP NO.: F7702
FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM NO.: LAF7702

FY 2018/2019
CIP: 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:

Bid will be awarded based on the total base bid amount should the city decide to only award the base bid. Should the city decide to award the base bid and/or additive "A" the award will be based on the result and total of the overall bid awarded.

ADDITIVE BID "A".

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
1A	Mobilization/ Demobilization (Not to exceed 3% of total of all other Prime Contract Bid Items)	LS	1	6,500.-	6,500.-
2A	Traffic Control	LS	1	4,500.-	4,500.-
3A	Furnish and Install Wireless Recessed Solar Powered Sensor (Type: "Intellisense, flush mounted" by Frogparking or equivalent)	EA	441	322.-	142,002.-
4A	Furnish and Install General Packet Radio Services (GPRS) Communications Gateway, Solar (Type: Solar GPRS for Outdoor Use by Frogparking or equivalent)	EA	13	2,500.-	32,500.-
TOTAL AMOUNT BID IN FIGURES					\$185,502.-

TOTAL AMOUNT BID IN WORDS:

one hundred eighty five thousand and five hundred two dollars

Dollars

Bidder's Signature

President
Title

Title

Alfaro Communications Construction, Inc

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

Name and Address of Agency

Daniel Hernandez : 323-395-1480

Name and telephone number of person familiar with project

<u>404,750.00</u>	<u>Electrical,Clocks & Bus Shelter Installation</u>	<u>8/1/2017</u>
<u>Contract amount</u>	<u>Type of work</u>	<u>Date completed</u>

2. City of Huntington Park : 6550 Miles Avenue , Huntington Park, CA 90255

Name and Address of Agency

Daniel Hernandez : 323-395-1480

Name and telephone number of person familiar with project

<u>871,707.00</u>	<u>Install of Bus Shelters,Signs,Wifing Signs</u>	<u>12/17/2018</u>
<u>Contract amount</u>	<u>Type of work</u>	<u>Date completed</u>

3. City of Rancho Cucamonga : 10500 Civic Center Drive, Rancho Cucamonga , CA 91730

Name and Address of Agency

Natalie Avila. : 909-774-4076

Name and telephone number of person familiar with project

<u>2,327,205.00</u>	<u>Traffic Signal Installation,Fiber Optic Work,Potholing,Trenching</u>	<u>5/15/2018</u>
<u>Contract amount</u>	<u>Type of work</u>	<u>Date completed</u>

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

Radius Insurance : 135 S. State College,Brea , CA 92821. Tel: 800-400-7283

Farmers Insurance: 8141 2nd Street,Downey , CA 90241. Tel: 562-445-4690

The Bond Exchange : 24800 Chrisanta Dr.,Mission Viejo , CA 92691. Tel: 949-461-7000



Alfaro Communications Construction Inc

Alfaro Communications Construction, Inc

Completed Projects

No.	Name and Address of Owner	Name & Telephone No. of Contact	Project Description	Percentage of Work Done by ACCI	Original Contract Amount \$	Date Started	Date Completed	Project Manager	Supervisor Name	w/d
1	City of Huntington Park - (Pacific Blvd Lighting Beautification Phase II) 6550 Millies Avenue, Huntington Park, CA 90255	Daniel Hernandez (323) 395-1480 dhernandez@hpc.ca.gov	Install Street lighting, Clocks, Bus Shelters	80%	\$ 404,750.00	12/5/2016	8/1/2017	Jamal Dealifi	Jose Mendoza	45 w/d
2	City of Manhattan Beach-Live Oak Park Tennis Office Communication Conduit 1400 Highland Avenue, Manhattan Beach, CA 90266	Tim Birtheisel (310) 802-5368 tbirtheisel@citymb.info	Boring Communication Conduit Potholing, Trenching, Traffic Signal Installation	100%	\$ 49,000.00	2/2/2017	2/17/2017	Jamal Dealifi	Jose Mendoza	20 w/d
3	City of Palmdale - (Traffic Signal Installation at Trade Center Dr and Technology Dr.) 38250 Sierra Highway, Palmdale, CA 93550	Jeff Johnson (661) 810-8355 jjenson@cityofpalmdale.org	Installation of Traffic Signal and Street Lighting System, Concrete & Asphalt, sidewalk wheel chair ramp, at two intersections	70%	\$ 732,800.00	12/5/2016	6/1/2017	Jamal Dealifi	Jose Mendoza	60 w/d
4	Caltrans (07-4T8304) 1525 Rancho Conejo Blvd, Thousand Oaks, CA 91320	Hector Arroyo (818) 974-8391 hector.arroyo@dot.ca.gov	Traffic Signal and Street Lighting System Installation, Concrete & Asphalt	70%	\$ 374,959.03	6/5/2016	11/8/2017	Jamal Dealifi	Jose Mendoza	45 w/d
5	City of Manhattan Beach - (Highland Ave at 38th St. and Rosecranes Ave. at Highland Ave. Street Improvements) 1400 Highland Avenue, Manhattan Beach, CA 90266	Tim Birtheisel (310) 802-5368 tbirtheisel@citymb.info	Street improvement at Rosecranes and Highland, sidewalk and curb and gutter, wheel chair ramp, flashing beacon system	70%	\$ 313,544.00	3/27/2018	7/1/2018	Jamal Dealifi	Jose Mendoza	
6	City of Santa Ana - (Crosswalk Upgrades-Phase I) 20 Civic Center Plaza, Santa Ana, CA 92702	Gerardo Lechuga 714-552-5336	Install Traffic Safety enhancement at Various Intersections, Sidewalk & Wheel Chair Ramps	90%	\$ 222,050.00	5/30/2017	9/20/2017	Jamal Dealifi	Jose Mendoza	
7	Caltrans (12-0Q1004) 3251 1/4 University Dr. Irvine, CA 92612	Al Jiminez (949) 279-8610 jiminez.al@dot.ca.gov	Remove and replace sidewalk and driveway, curb and gutter at city of Laguna Beach	70%	\$ 271,310.00	2/17/2017	5/17/2017	Jamal Dealifi	Jose Mendoza	
8	City of Laguna Beach - (Citywide Sidewalk Repair) 505 Forest Avenue, Laguna Beach, CA 92651	Tom Sandefur (949) 497-0792 tsandefur@lagunabeachcity.net	Concrete, Asphalt	100%	\$ 171,310.00	6/26/2017	10/4/2017	Jamal Dealifi	Jose Mendoza	
9	City of Manhattan Beach - (Parkview Ave. Sidewalk and Access Ramp Improvements) 1400 Highland Ave., Manhattan Beach, CA 90266	Tim Birtheisel (310) 802-5368 tbirtheisel@citymb.info	Concrete, Asphalt	95%	\$ 157,845.40	6/26/2017	8/7/2017	Jamal Dealifi	Jose Mendoza	
10	City of El Segundo - (Lighted Crosswalk Repairs on Main Street Between El Segundo Blvd & Pine Ave.) 350 Main Street El Segundo, CA 90245	Floriza Rivera 310-524-2361 frivera@elsegundo.org	Inroadway lighting	100%	\$ 119,000.00	11/1/2017	11/30/2017	Jamal Dealifi	Jose Mendoza	
11	City of Claremont - (Street Improvements on Towne Avenue /210) 207 Harvard Avenue, Claremont, CA 91711	Vince Ramos 909-399-5395 vramos@ci.claremont.ca.us	Traffic signal at Towne ave / Baseline, Message Signs, Sidewalk	100%	\$ 449,431.80	7/21/2017	4/1/2018	Jamal Dealifi	Jose Mendoza	45 w/d
12	City of Rancho Cucamonga - (Installation of 4 Traffic Signal at Various Locations) 10500 Civic Center Drive, Rancho Cucamonga, CA 91730	Natalie Avila 909-774-4076 natalie.avila@cityofrc.us	Traffic Signal Modifications at Various Locations, Fiber Optic Works, Potholing, Trenching, and Conduit	90%	\$ 2,327,205.00	6/21/2017	5/15/2018	Jamal Dealifi	Jose Mendoza	120 w/d

No.	Name and Address of Owner	Name & Telephone No. of Contact	Project Description	Percentage of Work Done by ACCI	Original Contract Amount \$	Date Started	Date Completed	Project Manager	Supervisor Name	w/d
13	City of Fontana (Street Improvements on Juniper Avenue at Ceres Ave.) 8353 Sierra Ave., Fontana, CA 92335	Christopher Smethurst 909-350-6649 csmethurst@fontana.org	Install Street Light	95%	\$ 278,330.00	11/16/2017	6/1/2018	Jamal Dealifi	Jose Mendoza	30 w/d
14	City of Huntington Beach (Traffic Signal Modifications at Gothard St. & Talbert Ave.) 2000 Main Street, Huntington Beach, CA 92648	Joseph Fuentes 714-536-5259 j Fuentes@surfcityhb.org	Traffic Signal Modifications, Curb & Gutter, Construct Curb Access Ramps, Concrete Sidewalk at Gothard and Talbert Avenue	90%	\$ 236,000.00	3/29/2018	6/4/2018	Jamal Dealifi	Jose Mendoza	60 w/d
15	Enhancements on Villa Street at Euclid Avenue) 100 N. Garfield Avenue, Pasadena, CA 91109	Elvin Jang 626-744-7103 elijang@cityofpasadena.net	Traffic Signal Modifications at Villa Street and Euclid Avenue	100%	\$ 55,876.00	2/19/2018	3/24/2018	Jamal Dealifi	Jose Mendoza	
16	City of Costa Mesa (Placentia Avenue Bicycle Signal Installation) 77 Fair Dr., Costa Mesa, Ca 92626	Bobby Fouladi 714-754-5222 bobby.fouladi@costamesaca.gov	Install Bicycle Signal System, Install Crosswalk Signage, Traffic Control	100%	\$ 38,600.00	9/14/2018	10/26/2018	Jamal Dealifi	Jose Mendoza	
17	Caltrans (07-479904) 18730 S. Wilmington Avenue, Rancho Dominguez, CA 90220	Edgar Herrera 310-609-0364 edgar.herrera@dot.ca.gov	Construct ADA Ramp, Curb Ramps, Concrete work, Asphalt Work	100%	\$ 139,580.00	6/15/2018	10/6/2018	Jamal Dealifi	Jose Mendoza	
18	City of Culver City (Carlson Park Streetlight Upgrade) 9770 Culver Blvd, Culver City, CA 90232	Javier De La Cruz 310-253-5606 javier.delacruz@culvercity.org	Street Light Upgrade at Carlson Park Electrical Work, Concrete Work	100%	\$ 1,981,334.10	2/12/2018	10/27/2018	Jamal Dealifi	Jose Mendoza	100 w/d
19	Caltrans (07-3P6804) 1041 W. Badillo St., Covina, CA 91722	Mike Fardoun 626-339-1604 mike.fardoun@dot.ca.gov	Traffic Signal Modifications in Azusa at Alameda Avenue	90%	\$ 542,254.51	8/5/2018	11/17/2018	Jamal Dealifi	Jose Mendoza	60 w/d
20	City of Mission Viejo (Citywide Countdown Pedestrian Signal Heads Improvements) 200 Civic Center, Mission Viejo, CA 92691	Philip Nitollama 949-470-3068 pnitollama@cityofmissionviejo.org	Traffic Signal Modifications & Installation	100%	\$ 29,000.00	11/12/2018	11/17/2018	Jamal Dealifi	Jose Mendoza	
21	City of Huntington Park (Pacific Blvd Pedestrian and Transportation Improvement) 6550 Miles Avenue, Huntington Park, CA 90255	Daniel Hernandez (323) 395-1480 dhernandez@hpcga.gov	Installation of Bus Shelters, Benches, Monument Sign, Wayfinding Signs, Roadway Signs	100%	\$ 871,707.22	7/17/2018	12/17/2018	Jamal Dealifi	Jose Mendoza	45 w/d
22	Caltrans (12A1742) 6533 Marine Way, Irvine, Ca 92626	Jay Joubreen 949-279-8638 jay.joubreen@dot.ca.gov	Overlay The Loop on ramp from NB Harbor Blvd to NB Route 405, Concrete Work, Asphalt Work	100%	\$ 203,541.12	10/22/2018	2/2/2019	Jamal Dealifi	Jose Mendoza	
23	Caltrans (12A1716) 6533 Marine Way, Irvine, Ca 92626	Moussa Essayli 949-279-8816 moussa.essayli@dot.ca.gov	Replace One Ramp Meter System and install new one, Signing, and Striping, Concrete work	100%	\$ 267,724.00	12/26/2018	4/27/2019	Jamal Dealifi	Jose Mendoza	
24	City of Costa Mesa -(Sunflower Avenue Traffic Signal Interconnect Installation Project) 77 Fair Dr. Costa Mesa, CA 92626	Irina Gurvich 714-754-5324 irina.gurvich@costamesaca.gov	Installation of New Traffic Signal Interconnect Conduits at Sunflower Avenue	100%	\$ 114,480.00	1/14/2019	4/13/2019	Jamal Dealifi	Jose Mendoza	
25	Caltrans (12-0H0284) 3251 1/4 University Dr. # 2, Irvine, CA 92612	Moussa Essayli 949-279-8816 moussa.essayli@dot.ca.gov	Install Fiber Optic Cables and CCTV, Traffic Control System	100%	\$ 965,131.00	10/15/2018	7/20/2019	Jamal Dealifi	Jose Mendoza	140 w/d
26	Caltrans (12-0N9904) 6533 Marine Way, Irvine, Ca 92626	Moussa Essayli 949-279-8816 moussa.essayli@dot.ca.gov	Modify Traffic Signals, Install Safety Lighting, ADA Improvements and Restriping	100%	\$ 432,433.85	12/11/2018	10/15/2019	Jamal Dealifi	Jose Mendoza	70 w/d

DESIGNATION OF SUBCONTRACTORS

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

NAME, ADDRESS, LICENSE NO., AND PHONE NUMBER OF SUBCONTRACTORS, SUPPLIERS, AND VENDORS	PORTION OF WORK, MATERIALS, OR EQUIPMENT
None	

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

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

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

AFFIRMATIVE ACTION CERTIFICATION

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

NON-COLLUSION AFFIDAVIT

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

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name Alfaro Communications Construction, Inc

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

Telephone 310-669-8949

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

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

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

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

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

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

None

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

None

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, title, hands, and seals of all forenamed principals this 2nd day of October, 2019.

BIDDER Alfaro Communications Construction, Inc

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

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

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

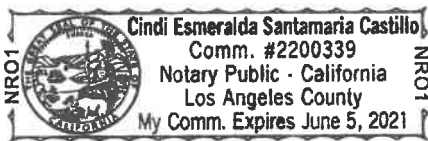

Signature of Contractor's Representative

Hadeel Daaifi
Printed Name

Contract Administrator
Title

Subscribed and sworn to this 2nd day of October, 2019.

NOTARY PUBLIC Cindi E. Santa Maria Castillo



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
CIP: 2018-07

IN THE CITY OF HUNTINGTON PARK

KNOW ALL MEN BY THESE PRESENTS that _____
Alfaro Communications Construction, Inc. _____, as BIDDER, and _____
Endurance Assurance Corporation _____, as SURETY, are held and firmly
bound unto the City of Huntington Park, as AGENCY, in the penal sum of

_____ Ten Percent of the Total Bid Amount _____
_____ dollars (\$10% of the bid amount), 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
2nd day of October, 2019.

BIDDER* Alfaro Communications Construction, Inc. 15614 S. Altantic Ave., Compton, CA 90221, Telephone: 310-669-8949

Hugo Alfaro - President

SURETY* Endurance Assurance Corporation 1221 Avenue of the Americas, New York, NY 10020, Telephone: 415-500-5028

Irene Luong
Irene Luong, Attorney-in-Fact, 24800 Chrisanta Drive #160, Mission Viejo, Ca 92691, T: 949-461-7000
Subscribed and sworn to this _____ day of _____, 20____. See Attached

NOTARY PUBLIC _____

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

County of Orange

On October 2, 2019 before me, Daisy Reyes, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Irene Luong

Name(s) of Signer(s)



Place Notary Seal Above

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

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

Witness my hand and official seal.

Signature

Daisy Reyes
Signature of Notary Public Daisy Reyes

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing: _____

ENDURANCE ASSURANCE CORPORATION

157

POWER OF ATTORNEY

Know all Men by these Presents, that ENDURANCE ASSURANCE CORPORATION, a Delaware corporation (the "Corporation"), with offices at 4 Manhattanville Road, 3rd Floor, Purchase, NY 10577, has made, constituted and appointed and by these presents, does make, constitute and appoint YUNG T. MULLICK, JAMES W. MOILANEN, IRENE LUONG its true and lawful Attorney(s)-in-fact, at MISSION VIEJO in the State of CA and each of them to have full power to act without the other or others, to make, execute and deliver on its behalf, as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Corporation for any portion of the penal sum thereof in excess of the sum of TEN MILLION Dollars (\$10,000,000.00).

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

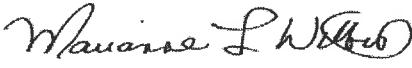
This appointment is made under and by authority of certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on the 9th of January, 2014, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that in granting powers of attorney pursuant to certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014, the signature of such directors and officers and the seal of the Corporation may be affixed to any such power of attorney or any certificate relating thereto by facsimile and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking to which it is attached.


IN WITNESS WHEREOF, the Corporation has caused these presents to be duly signed and its corporate seal to be hereunto affixed and attested this 23rd day of APRIL of 2019 at Purchase, New York.

(Corporate Seal)
ATTEST


MARIANNE L. WILBERT, SENIOR VICE PRESIDENT

ENDURANCE ASSURANCE CORPORATION

By


SHARON L. SIMS, SENIOR VICE PRESIDENT

STATE OF NEW YORK
COUNTY OF NEW YORK
ss: MANHATTAN

On the 23rd day of APRIL of 2019 before me personally came SHARON L. SIMS, SENIOR VICE PRESIDENT to me known, who being by me duly sworn, did depose and say that (s)he resides in SCOTCH PLAINS, NEW JERSEY that (s)he is a SENIOR VICE PRESIDENT of ENDURANCE ASSURANCE CORPORATION, the Corporation described in and which executed the above instrument; that (s)he knows the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that (s)he signed his (her) name thereto by like order.

(Notarial Seal)

STATE OF NEW YORK
COUNTY OF NEW YORK
ss: MANHATTAN



Nicholas James Benenati, Notary Public - My Commission Expires 12/6/2019

CERTIFICATE

I, CHRISTOPHER DONELAN the PRESIDENT of ENDURANCE ASSURANCE CORPORATION, a Delaware Corporation (the "Corporation"), hereby certify:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of the Corporation and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Corporation any and all bonds, undertakings or obligations in surety or co-surety with others:

CHRISTOPHER DONELAN, SHARON L. SIMS, MARIANNE L. WILBERT

And be it further

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 2nd day of October, 2019.

(Corporate Seal)


CHRISTOPHER DONELAN, PRESIDENT

Any reproductions are void.

Primary Surety Claims Submission: suretybondclaims@sompo-intl.com

Surety Claims Hotline: 877-676-7575

Mailing Address: Surety Claims Department, Sompo International, 1221 Avenue of the Americas, 18th Floor, New York, NY 10020

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Amended
Certificate of Authority

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

Endurance Assurance Corporation

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

Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation,

Common Carrier Liability, Boiler and Machinery, Burglary, Credit,

Sprinkler, Team and Vehicle, Automobile, Aircraft, and Miscellaneous

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

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

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



By

Dave Jones
Insurance Commissioner


Carol Frair
for Joel Laucher
Chief Deputy

NOTICE:

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

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

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

State of California)

County of Los Angeles)

On 10/02/2019 before me, Cindi Esmeralda SantaMaria Castillo
(here insert name and title of the officer)

personally appeared Hugo Alfaro & Mayra Martinez

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

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

WITNESS my hand and official seal.

Signature



(Seal)

Optional Information

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

Description of Attached Document

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

System Implementation Metro Funded CFP No.: F7702 - Bidders Information

containing _____ pages, and dated _____

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

☐ Individual(s)

☐ Attorney-In-Fact

☒ Corporate Officer(s)

President & Vice President

Title(s)

☐ Guardian/Conservator

☐ Partner - Limited/General

☐ Trustee(s)

☐ Other: _____

representing: _____

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

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: (323) 495-6782

Other

☐ Additional Signer(s)

☐ Signer(s) Thumbprint(s)

☐

BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE
FOR
DOWNTOWN HUNTINGTON PARK "i-PARK" SYSTEM IMPLEMENTATION
METRO FUNDED CFP NO.: F7702
FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM NO.: LAF7702
FY 2018/2019
CIP: 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
CIP: 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

Bidder's Bond

_____ Dollars
(\$ 10%). 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.

Alfaro Communications Construction, Inc



Bidder

ATTACHMENT “C”

			Engineer's Estimate			Alfaro Communications Construction Inc		Revised	Alfaro Communications Construction Inc		Green Giant Landscape, Inc.		Revised	Green Giant Landscape, Inc.		Belco Electric		Revised	Belco Electric		Bergelectric Corp.		Revised	Bergelectric Corp.		Aldridge Electric, Inc.		Revised	Aldridge Electric, Inc.	
BID ITEM	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	EST. QTY.	UNIT PRICE	EXTENDED 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	\$6,500.00	\$6,500.00	1	\$6,500.00	\$6,500.00	\$32,796.00	\$32,796.00	1	\$32,796.00	\$32,796.00	\$20,000.00	\$20,000.00	1	\$20,000.00	\$20,000.00	\$37,959.83	\$37,959.83	1	\$37,959.83	\$37,959.83	\$1.00	\$1.00	1	\$1.00	\$1.00
2	Traffic Control	LS	1	\$1,000.00	\$1,000.00	\$6,000.00	\$6,000.00	1	\$6,000.00	\$6,000.00	\$20,000.00	\$20,000.00	1	\$20,000.00	\$20,000.00	\$105,000.00	\$105,000.00	1	\$105,000.00	\$105,000.00	\$82,674.56	\$82,674.56	1	\$82,674.56	\$82,674.56	\$4,620.00	\$4,620.00	1	\$4,620.00	\$4,620.00
3	Furnish and Install Wireless Recessed Solar Powered Sensor	EA	1019	\$250.00	\$254,750.00	\$320.00	\$326,080.00	1019	\$320.00	\$326,080.00	\$300.00	\$305,700.00	1019	\$300.00	\$305,700.00	\$295.00	\$300,605.00	1019	\$295.00	\$300,605.00	\$288.32	\$293,798.08	1019	\$288.32	\$293,798.08	\$354.00	\$360,726.00	1019	\$354.00	\$360,726.00
4	Furnish and Install General Packet Radio Services (GPRS) Communications Gateway, Solar	EA	18	\$1,800.00	\$32,400.00	\$2,260.00	\$40,680.00	18	\$2,260.00	\$40,680.00	\$2,700.00	\$48,600.00	18	\$2,700.00	\$48,600.00	\$2,650.00	\$47,700.00	18	\$2,650.00	\$47,700.00	\$3,207.88	\$57,741.84	18	\$3,207.88	\$57,741.84	\$4,840.00	\$87,120.00	18	\$4,840.00	\$87,120.00
5	Furnish and Install Free Standing LED Single-Sided Variable Message Sign on AC Pavement	EA	7	\$5,000.00	\$35,000.00	\$9,675.00	\$67,725.00	3	\$9,675.00	\$29,025.00	\$14,300.00	\$100,100.00	3	\$14,300.00	\$42,900.00	\$11,200.00	\$78,400.00	3	\$11,200.00	\$33,600.00	\$11,395.74	\$79,770.18	3	\$11,395.74	\$34,187.22	\$14,060.00	\$98,420.00	3	\$14,060.00	\$42,180.00
6	Furnish and Install Free Standing LED Single-Sided Variable Message Sign on Unclassified Soil	EA	15	\$4,500.00	\$67,500.00	\$11,800.00	\$177,000.00	3	\$11,800.00	\$35,400.00	\$9,800.00	\$147,000.00	3	\$9,800.00	\$29,400.00	\$13,100.00	\$196,500.00	3	\$13,100.00	\$39,300.00	\$11,683.15	\$175,247.25	3	\$11,683.15	\$35,049.45	\$16,040.00	\$240,600.00	3	\$16,040.00	\$48,120.00
7	Furnish and Install Free Standing LED Single-Sided Variable Message Sign on PCC Sidewalk	EA	7	\$5,500.00	\$38,500.00	\$11,600.00	\$81,200.00	3	\$11,600.00	\$34,800.00	\$10,300.00	\$72,100.00	3	\$10,300.00	\$30,900.00	\$13,000.00	\$91,000.00	3	\$13,000.00	\$39,000.00	\$13,138.81	\$91,971.67	3	\$13,138.81	\$39,416.43	\$16,110.00	\$112,770.00	3	\$16,110.00	\$48,330.00
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	\$13,775.00	\$82,650.00	2	\$13,775.00	\$27,550.00	\$13,000.00	\$78,000.00	2	\$13,000.00	\$26,000.00	\$15,400.00	\$92,400.00	2	\$15,400.00	\$30,800.00	\$15,336.77	\$92,020.62	2	\$15,336.77	\$30,673.54	\$18,150.00	\$108,900.00	2	\$18,150.00	\$36,300.00
9	Furnish and Install Free Standing LED Double-Sided Variable Message Sign on Unclassified Soil.	EA	3	\$6,500.00	\$19,500.00	\$17,700.00	\$53,100.00	1	\$17,700.00	\$17,700.00	\$13,000.00	\$39,000.00	1	\$13,000.00	\$13,000.00	\$18,950.00	\$56,850.00	1	\$18,950.00	\$18,950.00	\$22,007.17	\$66,021.51	1	\$22,007.17	\$22,007.17	\$22,120.00	\$66,360.00	1	\$22,120.00	\$22,120.00
10	Furnish and Install Bike Racks	EA	10	\$600.00	\$6,000.00	\$1,265.00	\$12,650.00	10	\$1,265.00	\$12,650.00	\$2,000.00	\$20,000.00	10	\$2,000.00	\$20,000.00	\$1,200.00	\$12,000.00	10	\$1,200.00	\$12,000.00	\$1,012.63	\$10,126.30	10	\$1,012.63	\$10,126.30	\$1,730.00	\$17,300.00	10	\$1,730.00	\$17,300.00
11	Furnish and Install Bike Lockers	EA	6	\$2,100.00	\$12,600.00	\$5,300.00	\$31,800.00	6	\$5,300.00	\$31,800.00	\$5,000.00	\$30,000.00	6	\$5,000.00	\$30,000.00	\$4,000.00	\$24,000.00	6	\$4,000.00	\$24,000.00	\$4,235.12	\$25,410.72	6	\$4,235.12	\$25,410.72	\$5,050.00	\$30,300.00	6	\$5,050.00	\$30,300.00
12	Install Public Improvement Project Sign	EA	2	\$750.00	\$1,500.00	\$3,000.00	\$6,000.00	1	\$3,000.00	\$3,000.00	\$1,000.00	\$2,000.00	1	\$1,000.00	\$1,000.00	\$1,500.00	\$3,000.00	1	\$1,500.00	\$1,500.00	\$2,511.76	\$5,023.52	1	\$2,511.76	\$2,511.76	\$4,060.00	\$8,120.00	1	\$4,060.00	\$4,060.00
13	Furnish and Install Wayfinding Sign	EA	7	\$1,350.00	\$9,450.00	\$360.00	\$2,520.00	2	\$360.00	\$720.00	\$3,000.00	\$21,000.00	2	\$3,000.00	\$6,000.00	\$2,500.00	\$17,500.00	2	\$2,500.00	\$5,000.00	\$2,192.40	\$15,346.80	2	\$2,192.40	\$4,384.80	\$1,080.00	\$7,560.00	2	\$1,080.00	\$2,160.00
14	Furnish and Install Wireless Sensor at Parking Garage Entrance/Exit	EA	4	\$750.00	\$3,000.00	\$5,300.00	\$21,200.00	4	\$5,300.00	\$21,200.00	\$3,000.00	\$12,000.00	4	\$3,000.00	\$12,000.00	\$3,000.00	\$12,000.00	4	\$3,000.00	\$12,000.00	\$7,639.75	\$30,559.00	4	\$7,639.75	\$30,559.00	\$3,480.00	\$13,920.00	4	\$3,480.00	\$13,920.00
15	Furnish and Install Mains Powered GPRS (Non-Solar) Including Connections and Appurtenances	LS	1	\$2,000.00	\$2,000.00	\$4,000.00	\$4,000.00	1	\$4,000.00	\$4,000.00	\$2,600.00	\$2,600.00	1	\$2,600.00	\$2,600.00	\$10,000.00	\$10,000.00	1	\$10,000.00	\$10,000.00	\$22,960.91	\$22,960.91	1	\$22,960.91	\$22,960.91	\$4,910.00	\$4,910.00	1	\$4,910.00	\$4,910.00
16	Remove Existing Posts	EA	7	\$200.00	\$1,400.00	\$195.00	\$1,365.00	7	\$195.00	\$1,365.00	\$300.00	\$2,100.00	7	\$300.00	\$2,100.00	\$200.00	\$1,400.00	7	\$200.00	\$1,400.00	\$1,315.99	\$9,211.93	7	\$1,315.99	\$9,211.93	\$640.00	\$4,480.00	7	\$640.00	\$4,480.00
17	Furnish and Construct Concrete Bollard	EA	18	\$450.00	\$8,100.00	\$1,000.00	\$18,000.00	18	\$1,000.00	\$18,000.00	\$1,000.00	\$18,000.00	18	\$1,000.00	\$18,000.00	\$1,000.00	\$18,000.00	18	\$1,000.00	\$18,000.00	\$1,795.42	\$32,317.56	18	\$1,795.42	\$32,317.56	\$1,180.00	\$21,240.00	18	\$1,180.00	\$21,240.00
18	Install New 1.5" Conduit with Directional Boring	LF	3100	\$25.00	\$77,500.00	\$46.00	\$142,600.00	3100	\$46.00	\$142,600.00	\$56.45	\$174,995.00	3100	\$56.45	\$174,995.00	\$26.00	\$80,600.00	3100	\$26.00	\$80,600.00	\$56.49	\$175,119.00	3100	\$56.49	\$175,119.00	\$68.00	\$210,800.00	3100	\$68.00	\$210,800.00
				TOTAL=	\$627,956.00	TOTAL=	\$1,081,070.00		TOTAL=	\$759,070.00	TOTAL=	\$1,125,991.00		TOTAL=	\$815,991.00	TOTAL=	\$1,166,955.00		TOTAL=	\$799,455.00	TOTAL=	\$1,303,281.28		TOTAL=	\$946,110.10	TOTAL=	\$1,398,147.00		TOTAL=	\$958,687.00
										\$322,000.00					\$310,000.00					\$367,500.00										\$439,460.00

ADDITIVE BID "A"

			Engineer's Estimate				Construction Inc					Construction Inc		Green Giant Landscape, Inc.						Green Giant Landscape, Inc.					Belco Electric					Belco Electric		Bergelectric Corp.					Bergelectric Corp.		Aldridge Electric, Inc.					Aldridge Electric, Inc.	
BID ITEM	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT										
1A	Mobilization/ Demobilization (Not to exceed 3% of total of all other Prime Contract Bid Items)	LS	1	\$3,333.12	\$3,333.12	\$6,500.00	\$6,500.00	1	\$6,500.00	\$6,500.00	\$5,923.50	\$5,923.50	1	\$5,923.50	\$5,923.50	\$10,000.00	\$10,000.00	1	\$10,000.00	\$10,000.00	\$6,962.33	\$6,962.33	1	\$6,962.33	\$6,962.33	\$6,962.33	\$6,962.33	1	\$6,962.33	\$6,962.33	\$6,962.33	\$6,962.33	1	\$6,962.33	\$6,962.33										
2A	Traffic Control	LS	1	\$2,000.00	\$2,000.00	\$4,500.00	\$4,500.00	1	\$4,500.00	\$4,500.00	\$8,000.00	\$8,000.00	1	\$8,000.00	\$8,000.00	\$39,000.00	\$39,000.00	1	\$39,000.00	\$39,000.00	\$24,168.00	\$24,168.00	1	\$24,168.00	\$24,168.00	\$24,168.00	\$24,168.00	1	\$24,168.00	\$24,168.00	\$24,168.00	\$24,168.00	1	\$24,168.00	\$24,168.00										
3A	Furnish and Install Wireless Recessed Solar Powered Sensor	EA	441	\$195.80	\$86,347.80	\$322.00	\$142,002.00	441	\$322.00	\$142,002.00	\$350.00	\$154,350.00	441	\$350.00	\$154,350.00	\$295.00	\$130,095.00	441	\$295.00	\$130,095.00	\$313.33	\$138,178.53	441	\$313.33	\$138,178.53	\$313.33	\$138,178.53	441	\$313.33	\$138,178.53	\$313.33	\$138,178.53	441	\$313.33	\$138,178.53										
4A	Furnish and Install General Packet Radio Services (GPRS) Communications Gateway, Solar	EA	13	\$1,750.33	\$22,754.29	\$2,500.00	\$32,500.00	13	\$2,500.00	\$32,500.00	\$2,700.00	\$35,100.00	13	\$2,700.00	\$35,100.00	\$2,650.00	\$34,450.00	13	\$2,650.00	\$34,450.00	\$5,321.04	\$69,173.52	13	\$5,321.04	\$69,173.52	\$5,321.04	\$69,173.52	13	\$5,321.04	\$69,173.52	\$5,321.04	\$69,173.52	13	\$5,321.04	\$69,173.52										
				TOTAL=	\$114,435.21	TOTAL=	\$185,502.00					TOTAL=	\$203,373.50					TOTAL=	\$213,545.00					TOTAL=	\$213,545.00					TOTAL=	\$238,482.38					TOTAL=	\$238,482.38					TOTAL=	\$238,482.38		
					\$742,391.21		\$1,266,572.00					\$944,572.00		\$1,329,364.50					\$1,019,364.50		\$1,380,500.00					\$1,013,000.00		\$1,541,763.66					\$1,184,592.48		\$1,636,629.38					\$1,197,169.38					
							\$524,180.79					-\$322,000.00					-\$310,000.00					-\$367,500.00					-\$357,171.18					-\$439,460.00													

ATTACHMENT “D”

REQUEST FOR SERVICES

City of Huntington Park

TO: Daniel Hernandez, Director of Public Works
DATE: February 13, 2019
FROM: Steve Forster, Senior Vice President
SUBJECT: **i-Park System Implementation**
Construction Management and Inspection and Labor Compliance
Acct. No.: _____

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

Description of Request: _____ Construction Management, inspection services and labor compliance during the construction phase of the project.

Infrastructure Engineers' scope of services will include the following:

Construction Management and Inspection Construction Manager will review contractor submittals to ensure they meet the specifications as advertised. Review change orders to validate the change orders and cost is the agreed scope of work to take place. Attend construction update meetings with the City and contractor during construction. Inspection services will include daily field inspection, preparation of daily and weekly reports, and coordinate soil and material testing services as needed. Attend project update meetings with the City, Construction Manager and Contractor during construction.

Labor Compliance Manage, Prepare and distribute necessary labor compliance documents related to project:

- Prepare necessary documentation to be distributed at "Preconstruction" meeting (i.e., current wage determination, labor posters, agendas, forms, etc.)
- Attend and conduct "Preconstruction" meetings with property owner, contractor, and sub-contractors to go over labor compliance regulations
- Verify Sam Registration, Public Works Contractor (PWC) Registration and Contractors State License Board (CSLB) Registration, DUNS Number, City Required Insurance and City Business License for both prime contractor and all sub-contractors
- Determine appropriate wage determinations and trade classifications
- Maintain updates on labor compliance regulations throughout the project

- Receive, review and maintain Certified Payroll records and related documents to assure compliance with prevailing wage laws
- Review invoices submitted by contractor and ensure all documentation has been received and work completed before authorizing payment
- Identify potential labor compliance claim issues before they arise and investigate probable violations and complaints of underpayment
- Verify the registration of apprentices in the craft or trade being performed

Infrastructure Engineers fee for above services is identified in the table below:

TASK	DESCRIPTION	COST
1	Construction Management and Inspection (7%)	\$48,350
2	Labor Compliance	\$20,730
	TOTAL	\$69,080

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

To be completed by Infrastructure Engineers:

Project Number: _____
 Projected Date of Completion: Three (3) months after RFS approval
 Project Manager: Farzad Dorrani, MS
 Estimated Cost of Services: \$69,080



 Steve Forster, Senior Vice President

 02/13/2019
 Date

APPROVED TO PROCEED:

 Ricardo Reyes, City Manager

 Date



PROFESSIONAL SERVICES AGREEMENT

Design the Downtown Huntington Park "i-Park" System Implementation Project
(CIP No. 2018-07)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this **December 4, 2018** (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") INFRASTRUCTURE ENGINEERS. (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

RECITALS

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

WHEREAS, on December 4, 2018, the Huntington Park City Council at its Regular Meeting of December 4, 2018 approved the Professional Services Agreement to the CONSULTANT for the Downtown Huntington Park "i-Park" System Implementation Project (CIP No. 2018-07); and for the Consultant to provide architectural and engineering design services for the preparation of plans, specifications, and cost estimates (PS&E), and related construction documents, and to provide construction management services during the construction phase; and

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

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

WHEREAS, the execution of this Agreement was approved by the Huntington Park City Council at its Regular Meeting of December 4, 2018.

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

I.
ENGAGEMENT TERMS

- 1.1 SCOPE OF SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in that certain document entitled "Scope of Services" and attached hereto as **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and work necessary to competently perform and timely complete the services and tasks as set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 TERM: This Agreement shall have an initial term of one (1) year commencing from the Effective Date unless terminated as provided elsewhere in this Agreement (hereinafter, the "Term"). Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as further set out herein.
- 1.3 COMPENSATION: During the term of this Agreement and any extension term provided herein, CONSULTANT shall perform the Services set forth in Section 1.2 above, at the rates of compensation set forth in the Rate Schedule reflected in **Exhibit "A"**. Subject to the CPI Index Adjustment section of **Exhibit "A"**, CONSULTANT further agrees that the total compensation for the Work shall not exceed the sum total of \$112,920 DOLLARS (hereinafter, the "Base Fee"). CONSULTANT shall not exceed the Contract Price unless such added expenditure is first approved by the CITY Council acting in consultation with the City Manager. In the event CONSULTANT's charges are projected to exceed the Contract Price prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT's performance of any additional Work outside the Work as defined in Exhibit A, pending CITY approval of any anticipated expenditures in excess of the Contract Price or any other CITY-approved amendment to the compensation terms of this Agreement.
- 1.4 PAYMENT OF COMPENSATION: On the first of each month, CONSULTANT shall submit to CITY an itemized invoice for that month's Base Fee and indicating the additional services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall pay any undisputed amounts. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT

in writing of any disputed amounts included in the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

- 1.5 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the reasonable right to access and examine such records, without charge. CITY shall own and further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT shall deliver to CITY immediately and without delay, all written materials, including any electronic communications, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II.

PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager (hereinafter, the "CITY Representative") to act as its representative for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representative or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representative or their designee.
- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates Steve Forster to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his professional skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall constitute notice to CONSULTANT. CONSULTANT may, by written notice to CITY, advise CITY of any change in CONSULTANT Representative.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the

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

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

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

The Parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with its obligation set out herein or failure on the part of CONSULTANT's employees, agents, CONSULTANTS, subCONSULTANTS and subconsultants to fulfill its obligations herein. Such effort by CONSULTANT to correct any errors or omissions shall be commenced as soon as reasonably practicable upon their discovery or notice by either Party and shall be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing, in accordance with applicable industry standards. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience

necessary to perform the Work skillfully, competently and in accordance with applicable industry standards of CONSULTANT's profession.

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

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

- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, CONSULTANTs, subCONSULTANTs or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, CONSULTANTs, subCONSULTANTs or subconsultants fail or refuse to perform the Work in accordance with this Agreement, such officer, employee, agent, CONSULTANT, subCONSULTANT or subconsultant shall be promptly removed by CONSULTANT and shall not be reassigned to perform any of the Work.
- 2.8 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements. To the extent that any changes in applicable law result in an increase in CONSULTANT's cost of performance, the Parties shall negotiate in good faith to reach a mutually agreeable price adjustment. Should the Parties fail to reach such an agreement within 30 days (or such other agreeable time period) of CONSULTANT's notice to CITY of its increased cost of performance, either Party may terminate this Agreement upon 60 days' written notice.
- (a) In the event that water treatment violations occur following the effective date of this Agreement, subject to Sub-Section (b) below and the applicable Force Majeure provisions, the CONSULTANT shall, in respect of violations that may be imposed by Applicable Law and to the extent due to CONSULTANT's fault, be responsible for: fines, penalties, or damages. Prior to settlement or payment of any such fines, penalties or damages, the CONSULTANT reserves the right to contest government or private actions, suits or proceedings for violations through administrative procedures or otherwise.
- (b) To the extent that violations of applicable laws, rules, regulations or permits are caused by failures in the facilities or causes beyond CONSULTANT's control, including the CITY's failure to approve recommended repairs or maintenance, CONSULTANT will use its professional efforts to maximize performance of the Facilities but shall not be responsible for associated violations or damages, fines or penalties which result.
- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subCONSULTANT, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. INDEPENDENT CONSULTANT STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent CONSULTANTs and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent

acts and/or omissions of its employees, agents, CONSULTANTS, subCONSULTANTS and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

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

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

III.
INSURANCE

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

- A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
- B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto) or if CONSULTANT does not own or lease automobiles, Hired and Non-Owned Automobile Liability shall be accepted. Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.

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

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

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

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

3.5 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT (except Professional Liability and Workers' Compensation) shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.

3.6 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subCONSULTANTS or subconsultants from waiving the right of

subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.

- 3.7 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to this Agreement subject to Paragraph 4.2 and 4.3. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with protection as set forth herein and to the extent possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 Work of CONSULTANT's Design Professionals Services: The duty to indemnify and hold harmless as set forth under this subsection shall apply to the negligence, recklessness or willful misconduct of any individual who qualifies as a "design professional" within the meaning of subsection (c)(2) of section 2782.8 of the California Civil Code in so far as such negligence, recklessness or willful misconduct occurs in the performance work or activities that must be performed by a "design professional." Subject to the limitation of the preceding sentence, to the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless the CITY 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) to the extent caused by the negligence, recklessness, or willful misconduct of CONSULTANT or any of CONSULTANT's officers, employees, servants, agents, CONSULTANTs, subCONSULTANTs or authorized volunteers or any other person or entity for whom CONSULTANT is legally liable in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of

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

- 4.3 Work of All Other Persons/Non-Design Professionals: Except as otherwise provided under Section 4.2 of this Article, above, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other reasonable costs and fees of litigation) of every nature to the extent caused by CONSULTANT's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, CONSULTANTs, subCONSULTANTs or subconsultants or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnify, defend or hold harmless for liability, loss, suit, damage, expense, or cost to the extent caused by the negligence or willful misconduct of any or all of the City Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this subsection is intended to encompass liabilities, losses, damages, expense and costs not otherwise subject to subsection 4.2, above.
- 4.4 CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.5 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.

- 4.6 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subCONSULTANT or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT acknowledges that its obligations under Sections 4.2 and 4.3 apply.
- 4.7 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.8 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: Except for the first two years of this Agreement, either Party may, by written notice to the other, immediately terminate this Agreement at any time for convenience and without cause by giving written notice to Consultant of such termination, which notice shall specify the effective date of such termination, which effective date shall not be less than 90 days from the written notice. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party

(hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

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

- i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
- ii. Within thirty (30) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 30-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 30-day cure period.

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

or observe any material covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.
- D. Either Party may also immediately suspend performance under this Agreement pending the Defaulting Party's cure of any Event of Default by giving said Party written notice of the Party's intent to suspend performance (hereinafter, a "Suspension Notice"). A Party may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT in accordance with this Agreement up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon a thirty (30) day written notice to CONSULTANT, the CITY may terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;

iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or

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

G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI.

MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: So long as CONSULTANT has been paid pursuant to this Agreement for the Work resulting in such Documents and Data, all Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all materials, equipment, reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no additional cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subCONSULTANTS and subCONSULTANT working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subCONSULTANT or subCONSULTANT as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement. CITY acknowledges that the Documents and Data are intended solely in connection with the Project for which

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

- 6.2 **CONFIDENTIALITY:** All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 **FALSE CLAIMS ACT:** CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.
- 6.4 **NOTICES:** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

Infrastructure Engineers
3060 Saturn Street, Suite 250
Brea, CA 92821
Attn: Farzad Dorrani, CEO
Phone: (714) 940-0100
Fax: (714) 940-0700

CITY:

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

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

- 6.5 **COOPERATION; FURTHER ACTS:** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

- 6.6 SUBCONTRACTING: CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subCONSULTANTS), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement with the exception of provisions relating to insurance requirements and indemnification.
- 6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other CONSULTANTS in connection with the various projects worked upon by CONSULTANT.
- 6.8 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, the venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD-PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.20 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one 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 CONSULTANT and the two remaining counterparts shall remain with the City for archiving and day-to-day reference by the department responsible for administering the Agreement on the City's behalf.
- 6.21 Notwithstanding any provision to the contrary contained in this Agreement, in no event shall either party be liable for punitive damages.
- 6.22 FORCE MAJEURE: A party's performance of any obligation under this Agreement shall be excused if, and to the extent that, the party is unable to perform

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

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF HUNTINGTON PARK:

By: _____

Ricardo Reyes
City Manager

[INFRASTRUCTURE ENGINEERS]

By: _____

F. Dorrani

Name: _____

Farzad Dorrani

Title: _____

CGO

APPROVED AS TO FORM:

By: _____

City Attorney



Proposal for Downtown Huntington Park “i-Park” System Implementation Project

November 8, 2018

Prepared for

**The City of
Huntington Park**



INFRASTRUCTURE
ENGINEERS

November 7, 2018

Daniel Hernandez
Director of Public Works
City of Huntington Park
6900 Bissell Street
Huntington Park, CA 90255

Dear Mr. Hernandez,

Infrastructure Engineers is pleased to submit this cost proposal for Design and Construction Management Services for the Downtown i-Park System Implementation Project.

It is a privilege to provide this proposal to the City of Huntington Park to assist you with developing a comprehensive system of parking integration, wayfinding and related services for the City's Downtown area. Understanding municipal needs are core competencies of Infrastructure Engineers. Since our founding in 1994, we have completed countless projects related to municipal needs including parking solutions for dozens of communities throughout Southern California.

We have established a reputation of meeting the expectations of our clients by employing experienced staff members who not only understand engineering, but also have a solid foundation in the inner workings of the municipal office and public works process. More than 90% of our staff, as part of their professional development, have worked for city governments as employees. As a result, our company is known for providing responsive, quality recommendations and solutions to a wide variety of design projects, studies, construction issues and staff augmentation needs. We believe that successful projects are the result of a well-managed and motivated team, committed to being accountable and sharing ownership in the product or service.

Our proposed project manager, Dennis Barnes PE, TE, is an experienced civil, traffic and transportation engineering project manager with 39 years of experience. He has designed and managed the preparation of plans, specifications and estimates (PS&E) for numerous traffic and parking related projects. He will guide his team through accountability and ownership of this exciting project.

Again, we are thankful for the opportunity to provide our approach to your i-Park Project. Should you need additional information, please contact our proposed Project Manager, Dennis Barnes, at (714) 940-0100, ext. 5043, or by email at dbarnes@infengr.com.

I am authorized to represent Infrastructure Engineers. 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.

Respectfully Submitted,
Infrastructure Engineers

Sincerely,
Infrastructure Engineers



Steve Forster
Senior Vice President

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Consultant’s Background

Infrastructure Engineers was founded 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 traffic safety and circulation, their infrastructure, and by supporting their civic functions. We provide a full range of services to cities, including traffic engineering, civil engineering and architectural design, construction management and inspection, plan checking, and building and safety services.

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 because we often 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.

We offer a full spectrum of services to assist our client, including the following disciplines:

- | | |
|---------------------------------------|---|
| ◆ Traffic Engineering | ◆ City Planning |
| ◆ Civil Engineering | ◆ Architectural & Facilities Design |
| ◆ Water & Drainage Engineering | ◆ Fund Administration and Grants Services |
| ◆ Project and Construction Management | ◆ Building and Safety Services |
| ◆ NPDES/WDR/MS4 Compliance | ◆ Staff Augmentation |
| ◆ Planning & Development | ◆ CIP Management |

Qualifications and Experience of Consultant’s Personnel

We are offering the services of our most experienced traffic and planning engineers for this project. Dennis Barnes, PE, TE, will serve as project manager. He will be assisted by Senior Engineer Yunus Rahi, PhD, PE, TE, and project design engineer, Shawn Mousavi. Dennis is an experienced civil, traffic and transportation engineering project manager with 39 years of experience. He has designed and managed the preparation of plans, specifications and estimates (PS&E) for numerous traffic and parking related projects. Yunus’ and Shawn’s experience includes developing pavement management systems and updates, designing street rehabilitation projects, traffic calming, traffic coordination, parking solutions, and construction cost estimates. Our team of construction management is led by Hany Henein, PE, LS. Hany has over 35 years of experience in construction engineering and leads a versatile group of construction inspectors to ensure the City is well represented and the project is constructed in accordance with the City’s plans.

The following matrix provides an overview of relevant work experience, work history, training, education, and special certifications of Infrastructure Engineers’ proposed key personnel.

Staff/Role/Credentials	Current Assignment, Relevant Experience & Availability
Dennis Barnes, PE, TE/Project Manager Education MS, Civil Engineering; BS, Civil Engineering Registrations/Certifications Registered Civil Engineer, #41454 Registered Traffic Engineer, #1171 Years of Experience: 38	<ul style="list-style-type: none"> ◆ Engineering Manager, Active Transportation Programs Cycle 2 Project - Various Intersections Improvements, City of Lynwood ◆ Engineering Services Manager, HSIP Cycle 7 Highway Safety Improvements Program, City of Montebello ◆ Project Lead Manager and Designer, Expo Bike Path Design, City of Los Angeles ◆ Project Lead Manager and Designer, Hot Spots Intersection Designs, City of Cerritos ◆ Traffic and Transportation Manager/City Traffic Engineer, City of Buena Park
Hany Henein, PE, LS/QA/QC Education BS, Civil Engineering Registrations/Certifications Registered Civil Engineer, CA, #33090 Years of Experience: 42	<ul style="list-style-type: none"> ◆ Pacific Ave. Pedestrian & Transportation Improvement Project, Huntington Park ◆ Maine Avenue Improvement Project, Baldwin Park ◆ Citywide Safety Enhancement - ATP FY 2014-15 & 2015-16, Bell Gardens ◆ Long Beach Boulevard Street Improvements Phase 1 & 2, Lynwood ◆ Maple Ave Street Improvements from Washington Blvd to Mines Ave, Montebello
Yunus Rahi, PhD, PE, TE/Sr. Engineer Education PhD, Civil Engineering; MS, Civil Engineering; BS, Civil Engineering Registrations/Certifications Registered Civil Engineer, # 59183 Registered Traffic Engineer, #1726 Years of Experience: 30	<ul style="list-style-type: none"> ◆ Program, Design and Construction Management of Rosemead Boulevard Safety Enhancement and Beautification Project, City of Temple City ◆ Pedestrian and Bicycle Facilities Design Plans: Del Mar Avenue, City of San Marino ◆ Project Manager, Traffic Signal Plans, Chakemco Street-Wright Road and Atlantic Avenue, City of South Gate ◆ Project Manager, Traffic Signal and Interconnect Plans, Pacific Avenue-Maine Avenue and Bogart Avenue, and Railroad Grade-Crossing Preemption Plan, City of Baldwin Park ◆ Project Manager, Holt Avenue Traffic Signal Interconnect Plan, City of Pomona

Infrastructure Engineers has 80 employees located in two offices. Our Traffic Engineering team is located in our Brea office:

Brea: 3060 Saturn Street
Suite 250
Brea, CA 92821
Phone: 714-940-0100

San Gabriel Valley: 13200 Crossroads Parkway
Suite 400
Industry, CA 91746
Phone: 626-544-0400

Firm Experience

Baldwin Park Transit Center Parking System

Infrastructure Engineers completed the design and construction implementation of the Baldwin Park Transit Center Parking System. The project included the design of a “real time” parking system that was retrofitted to an existing parking structure at the Civic Center and an adjacent transit center parking lot. The project included reader boards with available spots, interactive control system for payment, delineating available spaces by number and floor and app-based web design. Project was completed in September 2018.

Downtown Parking Analysis – City of Montebello

Infrastructure Engineers completed a detailed analysis of available parking spaces in downtown Montebello. We recommended a parking metering system and coordination through a web-based application that can track and indicate available spaces. Project was complete in November 2017.

Wayfinding Sign System – City of Bell Gardens

Infrastructure Engineers implemented a wayfinding sign system for the City’s points of destination. The project included developing a theming element of the signs to indicate the jurisdiction and provide commuters with navigational aids. Additional work in the City included completing a detailed analysis of available on-street parking and the implementation of restrictive parking areas and times to accommodate street sweeping to remain compliant with NPDES regulations.

Project Approach

Project Understanding

We applaud the City of Huntington Park for its forward-thinking strategy towards alleviating traffic congestion and the stress of drivers circling the Downtown area looking for parking. We understand the development of an effective wayfinding system will provide an easy method for travelers and visitors to quickly and efficiently find available parking through the use of changeable message parking signs, wayfinding parking signs, bike racks and bike lockers. The City’s existing parking pay stations will be incorporated into the greater i-Park system to provide a holistic approach to providing convenient and efficient parking and improve bicycle access and traffic circulation.

Project Approach

Infrastructure Engineers’ approach to project management and production is based on a strong commitment to total quality assurance. Our design approach follows a proven path of work elements and tasks, ensuring a successful project. Infrastructure Engineers’ Project Manager, Dennis Barnes, will lead the design team of engineers and technicians, and will work directly with the City’s Project Manager. Dennis will assume the role of coordinator and will ensure the project can be completed on time and within budget. To ensure accurate monitoring and tracking of plans, revisions and progress, a document tracking and control system will be established.

Upon the City issuing a Notice-to-Proceed to Infrastructure Engineers, we will initiate a kick-off meeting to review scope of work of the project with City stakeholders and others at the discretion of the City’s Project Manager. Infrastructure Engineers staff will meet with the City’s project representatives regularly and maintain constant communication with them to ensure successful and timely delivery of the project. Meetings, as necessary, will be conducted, and agenda notices will be distributed at least two working days before each meeting. Meeting minutes will be distributed within one week of the meeting identifying actions items, assignments and due dates. Project Status Reports will be provided identifying tasks completed and planned, issues to be resolved, project schedule updates and project milestones.

Infrastructure Engineers project engineer will investigate and conduct field reviews of the project area. A field review will be conducted of existing parking infrastructure to include in the preliminary layout and to determine compatibility requirements for the final design. A map of the surrounding vicinity of the project will be produced to develop a conceptual layout of the various design elements. Upon layout of the design options, a review meeting will be conducted to solicit feed-back from City staff.

Once feedback and approval from the City staff is secured, preliminary plans will be produced to the 50% level. These plans will include all details relevant to the project including the proposed hardware and software for the final system. At this design level, options for alternative design and software will also be evaluated to ensure the City has a system that is both current to technology standards as well as being able to accommodate future implementation programs as well. A preliminary cost estimate will be developed to ensure the budget for the project is maintained. A meeting will take place with City staff to solicit additional feed-back and provide direction for the final design.

The 90% plans will be produced, including a comprehensive cost estimate and complete specifications. A QA/QC review of the constructability and the overall plans will be delivered to our construction division for review. The construction manager will review the project in the field with our construction inspection staff to ensure the project is designed appropriately to industry standards. Once again, a meeting will take place with City staff to ensure the final details of the project are complete and included as part of the project. Any comments or concerns will be addressed at that time and the 100% plans will be produced for a complete and biddable document.

Upon receipt of the “notice to proceed” by the City to the responsible bidder, the construction team will set up a pre-construction meeting. The meeting will address all of the questions the contractor has on the project along with identifying all of the construction protocols for the project. RFI and submittal logs will be established to document and track all relevant information. Weekly project meeting will take between the CM and the contractors to ensure the project schedule and issues are addressed in a timely manner. Change orders (if any) will be processed when appropriate to the City with a recommended action. All payment requests will be documented, and field verified with the contractor prior to submittal to the City for processing. A final project accounting and detailed project log will be delivered to the City as a final delivery for close out of the project.

Proposed Personnel

Dennis Barnes, MS, PE, TE - Project Manager

Dennis Barnes is an experienced civil, transportation and traffic engineering manager with over 38 years of experience. He directs, manages, and supervises the work activities for various civil, transportation and traffic engineering projects in the design engineering division at Infrastructure Engineers. He has designed more than 140 traffic signals and CMS throughout California as well as managed the preparation of PS&E for intersection improvements, precise roadway alignment and intersection designs and drainage studies. Dennis served as the City Traffic Engineer for the cities of Norwalk, Mission Viejo, Tustin, Hawaiian Gardens, Santee and Yorba Linda and as the Traffic and Transportation Manager/City Traffic Engineer for Buena Park.

Engineering Manager, Active Transportation Programs Cycle 2 Project - Various Intersections Improvements, City of Lynwood. Manager responsible for managing the project design, geotechnical investigation, topographic survey, project management, construction inspection and project administration for five streets in the City of Lynwood. The work includes PS&E for roadway improvements, new concrete pavement improvements within the intersection, bulb-outs and ADA improvements at the five mentioned streets per the City’s ATP application. The proposed improvements include design of intersection bulb-outs (curb extensions), ADA sidewalks and ramps, installation of LED enhanced cross-walks and signs and restriping of the streets to meet current MUTCD standards.

Engineering Services Manager, Traffic Signal Modification and Street Improvements at Beverly Blvd. and Wilcox Avenue Street Intersection, City of Montebello. Manager responsible for managing the project signal design modification for new video detection and PS&E for street improvements in the City of Montebello. The project involves the addition of video detection on all intersection approaches and the reconstruction of the pavement within the intersection with concrete. The signal design included field surveys, signing and striping, geotechnical investigations, addition of battery backup system, and upgrade of signal equipment to current standards. Bid package was prepared and submitted to City.

Engineering Manager, HSIP Cycle 8 Various Street Improvements - Two Traffic Signal Modifications for Installation of Protected-Permissive Left-Turn Phasing at Eastern Avenue and Lubec Street and Garfield and Loveland Intersections, City of Bell Gardens. Manager responsible for managing the project signal design modifications for new video detection and PS&E for street improvements in the City of Montebello. The project involves the addition of video detection on all intersection approaches and the reconstruction of the pavement within the intersection with concrete. The signal design included field surveys, signing and striping, geotechnical investigations, addition of battery backup system, and upgrade of signal equipment to current standards. Bid package was prepared and submitted to City.

Engineering Services Manager, HSIP Cycle 7 Highway Safety Improvements Program- Three Traffic Signal Modifications for Installation of Protected-Permissive Left-Turn Phasing at Garfield Avenue and Whittier, and Signal Hardware and Signal Timing Improvements at Via Campo and Findlay Avenue and Garfield Avenue and Via Campo Intersections, City of Montebello. Manager responsible for managing the project signal design modifications for new protected permissive left-turn phasing, signal hardware and signal timing and PS&E for street improvements in the City of Montebello. The project involves the addition of protected-permissive left-turn phasing on all intersection approaches at one intersection, and signal hardware and signal timing improvements at two other intersections. The signal designs include field surveys, signing and striping, upgrade of signal equipment to current standards, removal and installation of new K-rail at another intersection. Bid package was prepared and submitted to City for advertisement.

Project Lead Manager and Designer, Expo Bike Path Design, City of Los Angeles. Provided the project management, direction and design (PS&E) of an 1,800-foot Class I bike path in a hilly residential area for the City of Los Angeles. The vertical differential from the start to end of the bike path is 40 feet and ties into a new traffic signal. The project involved geotechnical investigations, field surveys, new paving, ADA ramps, lighting, signage, signing and striping, storm drains, pedestrian barriers, landscaping and a new traffic signal. The project scope was development of 50 percent plans to the City of Los Angeles.

Hany Henein, PE, LS – QA/QC

Hany is a 40+-year veteran of civil engineering design and land development disciplines that span all areas of public works engineering. He designs, directs, and manages a wide variety of CIP projects - planning, directing, and managing all activities, including the preparation of PS&E, designs, cost estimates, bid packages, and schedules. Hany has been responsible for the design, construction and oversight of several significant pedestrian, bike and transportation projects in the Gateway region totaling more than \$20 million.

Most recently, these projects have included improvements on Tweedy Blvd, Firestone Blvd, and State Street in the City of South Gate. Hany has also overseen the construction of Washington Blvd and Mines Avenue in the City of Montebello. In addition, he has provided construction engineering for Long Beach Blvd in the City of Lynwood and on Suva Street in the City of Bell Gardens. Each of the projects have had unique pedestrian and bike improvements. Hany's ability to solve constructability issues with sound engineering has led to all the projects being successfully delivered.

Lead Design Engineer, Firestone Boulevard Improvements, City of South Gate. Firestone Blvd included more than 2.5 miles of street, pedestrian and bike improvements. The most significant challenges were to the pedestrian improvements - to provide ADA access and walkability in the community. Unique features included landscaping, rail crossings, traffic calming, bike lanes, and measures to include features for community identification.

Constructability Reviewer/Construction Manager, Long Beach Boulevard Reconstruction, City of Lynwood. Hany completed the constructability review and is currently the construction manager of this 1.5 mile \$3.1million project. During Hany's review, he concluded that the plans had significant liabilities, including survey and construction staging issues. The City was able to incorporate changes into the project to save countless funds in potential change orders. The project includes pedestrian improvements, ADA improvements, bike lane modifications, traffic calming with landscape medians, signal modifications, pavement rehabilitation, entryway signage and various right of way modifications.

Construction Manager, Suva Street Rehabilitation and Pedestrian Improvements, City of Bell Gardens. Hany was responsible for the oversight and construction of this federally funded project. The project consisted of .5 mile of commercial street rehabilitation and pedestrian improvements. The project included the installation of pedestrian improvements adjacent to Suva Elementary School and the surrounding area.

Construction Manager, Washington Boulevard Rehabilitation and Pedestrian Improvement, City of Montebello. Hany was responsible for the development and oversight of the project. The \$800,000 federally funded project included pavement rehabilitation, bridge modification, bike lanes, pedestrian improvements, entryway signage, ADA improvements, traffic calming and median island landscaping. The project was completed on time and under the contract amount.

Yunus Rahi, PhD, PE, TE – Senior Engineer

Yunus Rahi, PhD, has more than 25 years of experience in major civil engineering, traffic and transportation engineering, and planning projects. He was the contract Deputy City Engineer for the City of Temple City; Consultant City Traffic Engineer for the cities of Alhambra, Temple City, Monrovia, Commerce, Monterey Park, and San Bernardino; and Resident Engineer for public works construction projects funded by federal, state, local governments, SRTS, SR2S, HSIP, STPL, MTA and ARRA programs. Yunus was the Program Manager for capital improvement projects for local agencies, including applications for project funding, and federal and state funds reimbursement requests.

Project Manager, ATP Cycle 2 Lynwood Community Linkages to Civic Center and Long Beach Metro Station, City of Lynwood. Responsible for oversight of the design of this project, which involves many pedestrian improvements, including sidewalk widening, crosswalk enhancements, landscaping, and street lighting. The project will also include speed trailers to enforce the speed limit in nearby school zones. Infrastructure Engineers is providing project management during the entire course of the project.

Program, Design and Construction Management of Rosemead Boulevard Safety Enhancement and Beautification Project, Temple City, CA. As the City's Consultant Deputy City Engineer, participated, directed and coordinated all aspects of planning and design efforts and implementation process of the multi-agency funded \$40m project, ranging from application for funds to various federal, state and local public and private agencies and fund management to

constructability review of final plans, design element changes (including bicycle and pedestrian facilities, transit facilities, public arts, roadway striping and signage), bid preparation, advertisement, award and construction management of various pavement, public arts, and safety elements. Provided Resident Engineer services per Caltrans project management manual and prepared the final close-out documents.

Resident Engineer Services for Washington Boulevard Pavement Rehabilitation and Goods Movement

Improvement Project, City of Commerce, CA. As the City’s Consultant Resident Engineer, participated, directed and coordinated all aspects of design efforts and implementation process of the multi-agency funded \$30m project, ranging from fund management, design element changes (including cross-walks, rigid and flexible pavements and pedestrian facilities, transit facilities, goods movement, roadway striping and signage and traffic control devices), to bid preparation, advertisement, award and construction management of various pavement, goods movement, and safety elements. Provided labor compliance services and project management per Caltrans project management manual.

Project Manager, Traffic Signal Plans, California Street and Baseline Road, City of San Bernardino, CA. Designed and prepared new traffic signal plans for the existing uncontrolled (one-way stop on California Street) unsignalized intersection for the City and approved by the City. Developed optimum timing and phasing plans using SYNCHRO, and prepared construction specifications and estimates.

Project Manager, Traffic Signal Modification Plans, City of Highland, CA. Designed and prepared traffic signal modification plans for the existing signalized intersections being widened as part of corridor improvement project for the City and approved by the City and all regional agencies including Caltrans. Developed optimum timing and phasing plans using SYNCHRO, and prepared construction specifications and estimates. Coordinated with various agencies including neighboring cities and Caltrans. The intersections involved were 5th Street and Center Avenue, 5th Street and Palm Avenue, 5th Street and Church Avenue, 5th Street and I-210 NB Ramps, and 5th Street and I-210 SB Ramps.

Project Manager, Traffic Signal Modification Plans, Arrow Highway and Juniper Avenue, City of Fontana, CA.

Designed and prepared traffic signal modification plans to include left-turn phasing for the existing two-phase signalized intersection for a private developer and approved by the City. Developed optimum timing plans using SYNCHRO, and prepared construction specifications and estimates.

Quality Assurance/Quality Control

Quality Assurance and Quality Control (QA/QC) are the top priority for Infrastructure Engineers. To ensure the highest quality of the design, Infrastructure Engineers will implement its comprehensive QA/QC program. The Infrastructure Engineers team has designated Hany Henein, PE, LS, as its QA/QC Manager. Hany will review and assure constructability and compliance with the City of Huntington Park’s requirements. Hany has more than four decades of civil engineering design and land development experience that spans all areas of public works engineering. In addition, the QA/QC Manager and the Project Manager will provide daily supervision and guidance by using the following 8-step process to assist in the design and construction phase of this project.

1. Assignment of skilled professionals instituting a comprehensive and interactive orientation on the project goals, and the means of achieving these goals.
2. Preparation of a checklist for QA/QC tasks that are requirements of the project and distribute the checklist to team members to cover all aspects of the project during the Quality Control process.
3. Daily contact by the Project Manager with each ongoing activity to provide support and guidance, and to maintain focus and momentum, and monitor the quality of work.
4. Maintaining regularly scheduled project staff 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.
5. Internal (peer review) audit of municipal services for quality, accuracy and completeness.
6. Strictly and rigorously following of all QA/QC standards and guidelines.
7. Review by the principal project team leader or designated senior project team leader prior to submittal to assure services meet all standards and codes, project goals and objectives, and contract requirements.
8. The constructability review during the design phase will be carried out by our highly experience Construction Manager, Hany Henein, PE, LS.

References

Transit Center Parking System – City of Baldwin Park

Client Contact:

Sam Gutierrez, Interim Director of Public Works
14403 Pacific Avenue
Baldwin Park, CA 91706

Phone: (626) 813-5255, Ext. 460
Email: sgutierrez@baldwinpark.com

Downtown Parking Analysis – City of Montebello

Client Contact:

Danilo Batson, Director of Public Works
1600 W. Beverly Blvd.
Montebello, CA 90640

Phone: (323) 887-1460
Email: dbatson@cityofmontebello.com

Wayfinding Sign System – City of Bell Gardens

Client Contact:

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

Phone: (562) 806-7770
Email: CVu@bellgardens.org





Not-to-Exceed Fee Schedule
CITY OF HUNTINGTON PARK

ENGINEERING SERVICES FOR
DOWNTOWN HUNTINGTON PARK "i-PARK" SYSTEM IMPLEMENTATION PROJECT

11/8/2018

		INFRASTRUCTURE ENGINEERS TEAM							
Task No.	TASK DESCRIPTION	Project Manager	QA/QC & Construction Manager	Senior Engineer	Project Engineer	Construction Inspector	IT/APP	Auto CAD Tech	TOTAL FEE
		Name: Dennis Barnes P.E./T.E	Hany Henein P.E./PLS	Yunus Rahi P.E./T.E.	Shawn Mousavi E.I.T	Imad Zureiqat	Nasser Jafarkhani	Roger Zeyala	
		Billing Rate:	\$168	\$168	\$147	\$125	\$105	\$136	
Conceptual Design Phase									
1	Conduct Field Reviews and Surveys	12	8	24	40	80	40		\$ 26,768
2	Prepare Design Plans for Construction	24	8	40	80		60		\$ 27,256
3	Project Specifications	2	4	10	24				\$ 5,478
4	Construction Estimate	2	2	6	12				\$ 3,054
5	Permitting and Regulations	2		4	16			4	\$ 3,324
6	Construction Management and Support Services		80			320			\$ 47,040
TOTAL FOR DESIGN PHASE		42	102	84	172	320	80	104	\$ 112,920



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

December 17, 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 AWARD AN AGREEMENT FOR THE DESIGN, ANALYSIS, AND PERMITTING OF THE BY-PASS SYSTEM FOR WATER WELL NO. 15

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve proposal and award the agreement for the design, analysis, and permitting of the by-pass system for Water Well No. 15 to Tetra Tech for a not-to-exceed amount of \$29,770 from Account No. 681-8030-461.76-07; and
2. Approve an appropriation transfer in the amount of \$29,770 to be transferred to account number 681-8030-461.76-07 from account number 681-8030-461.43-30; and
3. Authorize the City Manager or designee to execute the professional services agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Well 15 is located north of Saturn Avenue, east of Alameda Street and west of Albany Street. Inspection of the site has revealed traces of tetrachloroethylene (TCE) and other volatile organic compounds (VOC). In an effort to mitigate TCE's and VOC's, the City applied for a grant through the Water Replenishment District of Southern California (WRD). The main objective of the grant funding was to eliminate the existing environmental concerns and bring the well back to working capacity by investing in a Granular Activated Carbon (GAC) system. GAC is commonly employed as an adsorption media in many surface water treatment plants. Most plants, however, also rely on GAC to provide effective filtration, as turbidity reduction is an essential element in maintaining desired water quality. WRD has diligently coordinated with the City to provide the design, construction, inspection and project oversight of the new GAC system that will remediate the existing water quality concerns to achieve sustainable drinking water in the southwestern segment of the City. Bringing back the well into production will add another

CONSIDERATION AND APPROVAL TO AWARD AN AGREEMENT FOR THE DESIGN, ANALYSIS AND PERMITTING OF THE BY-PASS SYSTEM FOR WATER WELL NO. 15

December 17, 2019

Page 2 of 3

level of sustainable water to the City's infrastructure and will reduce the City's dependency on purchasing water from the Central Basin Municipal Water District.

Subsequent to beginning construction of the GAC system, the Cottage reservoir was inspected per state regulations and the findings were released earlier in 2019. The condition of the reservoir had further deteriorated since the previous inspection performed in 2014 and major structural shortcomings were identified. As a result of the inspection report, staff questioned the structural integrity of the Cottage reservoir and its inability to safely receive and contain water from Well 15.

Staff determined the installation of a by-pass system was the optimal short-term solution due to the overarching goals of meeting customer demands, delivering high quality water affordably and placing the well into production in an expeditious manner. Further analysis is required to determine the future of the Cottage reservoir and will be presented to Council for further consideration at a later date.

LEGAL REQUIREMENT

Utilizing Tetra Tech to perform the design of the by-pass system for the project allows the City to address critical and unforeseen conditions and minimize untimely concerns due to Tetra Tech's familiarity with the project. Tetra Tech has an intimate knowledge of the project and the State's drinking water procedures and processes including project scope, history and surrounding project conditions. Re-advertising the contract would likely cause project construction to be delayed due to the lack of ability to modify design plans. In addition, as Tetra Tech is the designer of record, only Tetra Tech can modify their designs without shifting associated liability to WRD and the City. Likewise, it is proposed to utilize the services of the GAC construction and management team for project familiarity and extension of contract services via the auspices of the Water Replenishment District sponsored project.

FISCAL IMPACT/FINANCING

Staff requests Council's approval for the analysis, design and permitting of the by-pass system at Well 15. The total fiscal impact for this recommended expenditure is \$29,770. Staff is requesting an appropriation transfer of \$29,770 from account 681-8030-461.43-30 to account number 681-8030-461.76-07.

CONCLUSION

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

Respectfully submitted,



RICARDO REYES

**CONSIDERATION AND APPROVAL TO AWARD AN AGREEMENT FOR THE
DESIGN, ANALYSIS AND PERMITTING OF THE BY-PASS SYSTEM FOR WATER
WELL NO. 15**

December 17, 2019

Page 3 of 3

City Manager

A handwritten signature in black ink, appearing to read "R. Alvarez", is positioned above the printed name.

RAUL ALVAREZ

Assistant City Manager/ Acting Public Works Director

ATTACHMENT(S)

A. Tetra Tech Well 15 Reservoir By-pass Study Proposal

ATTACHMENT “A”



PROFESSIONAL SERVICES AGREEMENT

(Tetra Tech: Design, Analysis and Permitting of the Huntington Park Well #15 Reservoir Bypass

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this **December 17, 2019** (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") Tetra Tech (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

RECITALS

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

WHEREAS, on December 17, 2019, the Huntington Park City Council at its Regular Meeting of December 17, 2019 approved the Professional Services Agreement to the CONSULTANT to provide the Design, Analysis and Permitting of the Huntington Park Well #15 Reservoir Bypass; and

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

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

WHEREAS, the execution of this Agreement was approved by the Huntington Park City Council at its Regular Meeting of December 17, 2019.

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

I.
ENGAGEMENT TERMS

- 1.1 SCOPE OF SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in that certain document entitled "Scope of Services" and attached hereto as **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and work necessary to competently perform and timely complete the services and tasks as set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 TERM: This Agreement shall have an initial term of one (1) year commencing from the Effective Date unless terminated as provided elsewhere in this Agreement (hereinafter, the "Term"). Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as further set out herein.
- 1.3 COMPENSATION: During the term of this Agreement and any extension term provided herein, CONSULTANT shall perform the Services set forth in Section 1.2 above, at the rates of compensation set forth in the Rate Schedule reflected in **Exhibit "A"**. Subject to the CPI Index Adjustment section of **Exhibit "A"**, CONSULTANT further agrees that the total compensation for the Work shall not exceed the sum total of \$29,770 DOLLARS (hereinafter, the "Base Fee"). CONSULTANT shall not exceed the Contract Price unless such added expenditure is first approved by the CITY Council acting in consultation with the City Manager. In the event CONSULTANT's charges are projected to exceed the Contract Price prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT's performance of any additional Work outside the Work as defined in Exhibit A, pending CITY approval of any anticipated expenditures in excess of the Contract Price or any other CITY-approved amendment to the compensation terms of this Agreement.
- 1.4 PAYMENT OF COMPENSATION: On the first of each month, CONSULTANT shall submit to CITY an itemized invoice for that month's Base Fee and indicating the additional services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall pay any undisputed amounts. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. CITY shall not withhold

applicable taxes or other authorized deductions from payments made to CONSULTANT.

- 1.5 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the reasonable right to access and examine such records, without charge. CITY shall own and further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT shall deliver to CITY immediately and without delay, all written materials, including any electronic communications, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II. PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager (hereinafter, the "CITY Representative") to act as its representative for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representative or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representative or their designee.
- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates [WHO CONSULTANT DESIGNATES] to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his professional skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall constitute notice to CONSULTANT. CONSULTANT may, by written notice to CITY, advise CITY of any change in CONSULTANT Representative.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the

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

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

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

The Parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with its obligation set out herein or failure on the part of CONSULTANT's employees, agents, CONSULTANTS, subCONSULTANTS and subconsultants to fulfill its obligations herein. Such effort by CONSULTANT to correct any errors or omissions shall be commenced as soon as reasonably practicable upon their discovery or notice by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing, in accordance with applicable industry standards. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience

necessary to perform the Work skillfully, competently and in accordance with applicable industry standards of CONSULTANT's profession.

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

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

- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, CONSULTANTS, subCONSULTANTS or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, CONSULTANTS, subCONSULTANTS or subconsultants fail or refuse to perform the Work in accordance with this Agreement, such officer, employee, agent, CONSULTANT, subCONSULTANT or subconsultant shall be promptly removed by CONSULTANT and shall not be reassigned to perform any of the Work.
- 2.8 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements. To the extent that any changes in applicable law result in an increase in CONSULTANT's cost of performance, the Parties shall negotiate in good faith to reach a mutually agreeable price adjustment. Should the Parties fail to reach such an agreement within 30 days (or such other agreeable time period) of CONSULTANT's notice to CITY of its increased cost of performance, either Party may terminate this Agreement upon 60 days' written notice.
- (a) In the event that water treatment violations occur following the effective date of this Agreement, subject to Sub-Section (b) below and the applicable Force Majeure provisions, the CONSULTANT shall, in respect of violations that may be imposed by Applicable Law and to the extent due to CONSULTANT's fault, be responsible for: fines, penalties, or damages. Prior to settlement or payment of any such fines, penalties or damages, the CONSULTANT reserves the right to contest government or private actions, suits or proceedings for violations through administrative procedures or otherwise.
- (b) To the extent that violations of applicable laws, rules, regulations or permits are caused by failures in the facilities or causes beyond CONSULTANT's control, including the CITY's failure to approve recommended repairs or maintenance, CONSULTANT will use its professional efforts to maximize performance of the Facilities but shall not be responsible for associated violations or damages, fines or penalties which result.
- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subCONSULTANT, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. INDEPENDENT CONSULTANT STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent CONSULTANTS and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent

acts and/or omissions of its employees, agents, CONSULTANTs, subCONSULTANTs and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

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

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

III. INSURANCE

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

- A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
- B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto) or if CONSULTANT does not own or lease automobiles, Hired and Non-Owned Automobile Liability shall be accepted. Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.

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

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

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

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

3.5 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT (except Professional Liability and Workers' Compensation) shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.

3.6 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subCONSULTANTS or subconsultants from waiving the right of

subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.

- 3.7 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to this Agreement subject to Paragraph 4.2 and 4.3. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with protection as set forth herein and to the extent possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 Work of CONSULTANT's Design Professionals Services: The duty to indemnify and hold harmless as set forth under this subsection shall apply to the negligence, recklessness or willful misconduct of any individual who qualifies as a "design professional" within the meaning of subsection (c)(2) of section 2782.8 of the California Civil Code in so far as such negligence, recklessness or willful misconduct occurs in the performance work or activities that must be performed by a "design professional." Subject to the limitation of the preceding sentence, to the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless the CITY 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) to the extent caused by the negligence, recklessness, or willful misconduct of CONSULTANT or any of CONSULTANT's officers, employees, servants, agents, CONSULTANTS, subCONSULTANTS or authorized volunteers or any other person or entity for whom CONSULTANT is legally liable in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of

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

- 4.3 Work of All Other Persons/Non-Design Professionals: Except as otherwise provided under Section 4.2 of this Article, above, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other reasonable costs and fees of litigation) of every nature to the extent caused by CONSULTANT's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, CONSULTANTS, subCONSULTANTS or subconsultants or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnify, defend or hold harmless for liability, loss, suit, damage, expense, or cost to the extent caused by the negligence or willful misconduct of any or all of the City Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this subsection is intended to encompass liabilities, losses, damages, expense and costs not otherwise subject to subsection 4.2, above.
- 4.4 CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.5 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.

- 4.6 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subCONSULTANT or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT acknowledges that its obligations under Sections 4.2 and 4.3 apply.
- 4.7 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.8 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: Except for the first two years of this Agreement, either Party may, by written notice to the other, immediately terminate this Agreement at any time for convenience and without cause by giving written notice to Consultant of such termination, which notice shall specify the effective date of such termination, which effective date shall not be less than 90 days from the written notice. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party

(hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

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

- i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
- ii. Within thirty (30) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 30-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 30-day cure period.

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

or observe any material covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.
- D. Either Party may also immediately suspend performance under this Agreement pending the Defaulting Party's cure of any Event of Default by giving said Party written notice of the Party's intent to suspend performance (hereinafter, a "Suspension Notice"). A Party may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT in accordance with this Agreement up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon a thirty (30) day written notice to CONSULTANT, the CITY may terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;

- iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
- iv. The CITY may exercise any other available and lawful right or remedy.

G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: So long as CONSULTANT has been paid pursuant to this Agreement for the Work resulting in such Documents and Data, all Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all materials, equipment, reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no additional cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subCONSULTANTS and subCONSULTANT working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subCONSULTANT or subCONSULTANT as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement. CITY acknowledges that the Documents and Data are intended solely in connection with the Project for which

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

- 6.2 **CONFIDENTIALITY:** All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 **FALSE CLAIMS ACT:** CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.
- 6.4 **NOTICES:** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

Tetra Tech
17885 Von Karman Avenue, Suite 500
Irvine, CA 92614-6213
Phone: 949.809.5000
Attn: Steve Tedesco, Senior V.P.

CITY:

City of Huntington Park
Public Works
6550 Mile Avenue
Huntington Park, CA 90255
Attn: Raul Alvarez, Assistant City
Manager
Phone: (323) 582-6161

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

- 6.5 **COOPERATION; FURTHER ACTS:** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

- 6.6 SUBCONTRACTING: CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subCONSULTANTS), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement with the exception of provisions relating to insurance requirements and indemnification.
- 6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other CONSULTANTS in connection with the various projects worked upon by CONSULTANT.
- 6.8 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, the venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.20 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the two remaining counterparts shall remain with the City for archiving and day-to-day reference by the department responsible for administering the Agreement on the City's behalf.
- 6.21 Notwithstanding any provision to the contrary contained in this Agreement, in no event shall either party be liable for punitive damages.
- 6.22 FORCE MAJEURE: A party's performance of any obligation under this Agreement shall be excused if, and to the extent that, the party is unable to perform

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

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF HUNTINGTON PARK:

By: _____
Ricardo Reyes
City Manager

TETRA TECH

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT “A”
SCOPE OF WORK
(SEE ATTACHED)



November 1, 2019

Mr. Doug Benash P.E.
City Engineer
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Reference: Huntington Park Well #15 Reservoir Bypass

Dear Mr. Benash:

Tetra Tech is pleased to submit our proposal for the Huntington Park Well #15, Cottage Reservoir By-Pass System Analysis, Design and Permitting Assistance. The following outlines our Scope of Work, Schedule, and Fee Estimate for the project.

SCOPE OF WORK

Improvements at Huntington Park Well #15 are nearly complete that include the installation of a new well pump, and granular activated carbon vessels to remove Trichloroethylene (TCE) from the well water. The Cottage Reservoir located at the same site as Well #15 was planned to receive and store the well water prior to conveyance through the City's distribution system. However, the City has indicated the Cottage Reservoir will not be available for operation upon the start-up of Well #15. Thus, the City has requested Tetra Tech assist in the evaluation of hydraulics, and design of bypass pipeline enabling delivery of the well water to the distribution system.

Tetra Tech will provide the following tasks for the project:

Task 1.0 – Project Management

- 1.1 Attend Project Kick-Off Meeting following the Notice to Proceed
- 1.2 Review existing plans, reports, and permits.
- 1.3 Perform a site visit.

Task 2.0 – Analysis

- 2.1 Review well and distribution system hydraulics.
- 2.2 Evaluate bypass pipeline options, including:
 - Pumping directly to booster pump station (BPS)
 - Pumping directly to system / bypassing the BPS
 - Select preferred option for design of the bypass pipeline
- 2.3 Coordinate with City and Prepare an Operations and Maintenance Management Plan (OMMP)
- 2.4 Attend Meeting with City to go over preferred option and initial draft of the OMMP, and address comments.

Mr. Doug Benash
November 1, 2019

Task 3.0 – Permit Assistance

- 3.1 Provide assistance and prepare documents to assist the City in obtaining a temporary permit to operate from the Department of Drinking Water.

Task 4.0 - Deliverables

- 4.1 Prepare 65% construction drawings and specifications for the pipeline bypass, submit and attend meeting with City to discuss comments. It is anticipated that there will be a total of five construction drawings: two (2) general sheets, two (2) mechanical design sheets, and one (1) sheet for details.
- 4.2 Prepare 95% construction drawings and specifications for the pipeline bypass, submit and attend meeting with City to discuss comments.
- 4.3 Prepare an engineer's estimate of probable construction cost for the bypass pipeline, and submit to the City of Huntington Park.
- 4.4 Finalize (100%) construction drawings and specifications, and provide signed plans and specifications to the City of Huntington Park.

SCHEDULE

Tetra Tech staff are available and ready to proceed as soon as we receive a Notice to Proceed. We can complete the project per the following schedule:

Task	Completion Date
Notice to Proceed	11/18/19
Review Data and Site Visit	11/25/19
Evaluation of Options	12/08/19
Submit 65% Design	12/15/19
Submit 95% Design	01/10/20
Submit Final / Signed Drawings and Specs	01/20/20

FEE ESTIMATE

Attached is a breakdown of our fee estimate for the project. Tetra Tech can provide services outlined in our Scope of Work for a not-to-exceed fee of \$29,770.

If you have any questions regarding our proposal please feel free to contact us.

Sincerely,



Steve Tedesco, P.E.
Senior Vice President
Water, Environment & Infrastructure

SDT/ch

O:\Projects\Irvine\37300\135-37300-16001\ProjMgmt\Correspondence\Ltr Prop-Well15 Res Bypass Study.docx



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

December 17, 2019

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL OF A RESOLUTION APPROVING THE SECOND AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING(MOU) WITH THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY (GWMA) AND THE CITY OF HUNTINGTON PARK

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt Resolution No. 2019-36, approving the Second Amendment to the Memorandum of Understanding with the Gateway Region Integrated Regional Water Management Joint Powers Authority for continuation of administrative and cost sharing arrangements for Municipal Separate Storm Sewer System Permit compliance; and
2. Authorize City Manager to execute the Second Amendment to the Memorandum of Understanding.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On May 20, 2013, City Council approved an Memorandum of Understanding (MOU) with Gateway Region Integrated Regional Water Management Joint Powers Authority (GWMA) for administration and cost sharing as related to the development of a Watershed Management Plan (WMP) and Coordinated Integrated Monitoring Plan (CIMP) as stipulated in the Los Angeles Regional Water Quality Control Board (LARWQCB) National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit. The WMP and CIMP establish storm water programs, capital projects and storm water effluent limits defined in the Permit. Some programs are agency specific and others may require regional implementation.

The WMP and CIMP Plans were developed with our regional partners in the Los Angeles River Upper Reach 2 Sub-Watershed including the cities of Bell, Bell Gardens, Commerce, Cudahy, Vernon and Los Angeles County Flood Control District (LAR UR2) and subsequently approved by the LARWQCB. Notably, the WMP and CIMP ensure our

CONSIDERATION AND APPROVAL OF A RESOLUTION APPROVING THE SECOND AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING (MOU) WITH THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY (GWMA) AND THE CITY OF HUNTINGTON PARK

December 17, 2019

Page 2 of 2

city is compliant with our state and local storm water discharge requirements through strategic and collaborative planning by the GWMA.

On December 1, 2014, City Council approved the First Amendment to the GWMA MOU for Plan implementation and a cost-sharing formula as illustrated below. The current MOU is due to expire December 31, 2019. The parties to the MOU would like to extend the term through December 31, 2024.

FISCAL IMPACT/FINANCING

There is no fiscal impact to approving this amendment, as the annual membership dues and storm water implementation have been budgeted and paid for the fiscal year.

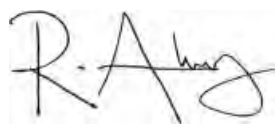
CONCLUSION

Upon City Council approval, staff will execute the MOU with GWMA and continue coordination with the LAR UR2 for program implementation and compliance with the MS4 permit.

Respectfully submitted,



RICARDO REYES
City Manager



RAUL ALVAREZ
Assistant City Manager

ATTACHMENT(S)

- A. Second Amendment to the Memorandum of Understanding.
- B. Resolution No. 2019-36, second amendment to the GWMA MOU.

ATTACHMENT “A”

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WHEREAS, on May 20, 2013, the City Council approved an MOU with the GWMA for the administration and cost sharing related to the development of a joint WMP and CIMP in accordance with the Los Angeles Regional Water Quality Control Board, National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit; and

WHEREAS, the purpose of the WMP and CIMP is to establish a Program by which the City of Commerce can make a good faith effort to comply with all applicable Total Maximum Daily Load (TMDL) pollutants affecting water quality such as trash, metals, bacteria and other priority water quality standards; and

WHEREAS, the WMP and CIMP Plans were developed with our regional partners, the Cities of Bell, Bell Gardens, Cudahy, Commerce, Maywood, Vernon and LA County Flood Control District commonly referred to as the Los Angeles River Upper Reach 2 Sub-watershed (LAR UR2 SW) and received Water Board approval; and

WHEREAS, on December 1, 2014, Council approved the 1st Amendment to the GWMA MOU for implementation of the Plans and a cost-sharing formula; and

WHEREAS, on behalf of the Parties to the Agreement, GWMA hired a consultant to implement the Plans for the benefit of the Parties; and

WHEREAS, in September 2018, Los Angeles County passage of Measure W provides for a dedicated stormwater revenue source with an estimated amount of \$1 million in annual revenue for Commerce beginning in the current fiscal year to cover the costs of work under the Plans; and

WHEREAS, the current MOU's term is due to expire on December 31, 2019 and the Parties desire to extend the term through December 31, 2024.

NOW, THEREFORE, THE CITY COUNCIL DOES HEREBY RESOLVE,
DECLARE AND DETERMINE AS FOLLOWS:

Section 1. Approval of the 2nd Amendment to the MOU with the GWMA for administration and cost sharing for continued implementation of the WMP and CIMP.

Section 2. The Mayor is authorized to execute the Agreement for and on behalf of the City of Huntington Park.

PASSED, APPROVED AND ADOPTED this 17th day of December, 2019.

Karina Macias, Mayor

ATTEST:

Donna G. Schwartz, CMC
City Clerk

ATTACHMENT “B”

**SECOND AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL
WATER MANAGEMENT JOINT POWERS AUTHORITY AND
THE CITIES OF BELL, BELL GARDENS, COMMERCE, CUDAHY, HUNTINGTON PARK,
MAYWOOD, VERNON, AND THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
TO
EXTEND THE MOU'S TERM IN ORDER TO UPDATE AND CONTINUE IMPLEMENTING
A WATERSHED MANAGEMENT PROGRAM ("WMP") and COORDINATED
INTEGRATED MONITORING PROGRAM ("CIMP") AS REQUIRED BY THE REGIONAL
WATER QUALITY CONTROL BOARD, LOS ANGELES REGION, NATIONAL
POLLUTANT DISCHARGE ELIMINATION SYSTEM MUNICIPAL SEPARATE STORM
SEWER SYSTEM PERMIT ORDER NO. R4-2012-0175 MUNICIPAL SEPARATE STORM
SEWER SYSTEM, AS AMENDED ("MS4 PERMIT")**

This **SECOND AMENDMENT** to the memorandum of understanding ("MOU") is made and entered into as of the date of the last signature set forth below, by and between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority ("GWMA"), a California Joint Powers Authority, and the Cities of Bell, Bell Gardens, Commerce, Cudahy, Huntington Park, Maywood, Vernon ("Cities"), and the Los Angeles Flood Control District ("LACFCD"):

1. Recitals. This **SECOND AMENDMENT** is made with the respect to the following facts and purposes:

A. For the purposes of this Second Amendment, the term "Watershed Permittees" shall mean the Cities of Bell, Bell Gardens, Commerce, Cudahy, Huntington Park, Maywood, Vernon, and the Los Angeles County Flood Control District; and

B. The Watershed Permittees and GWMA are collectively referred to as the "PARTIES"; and

C. On August 19, 2013, the PARTIES entered into a Memorandum of Understanding for Administration and Cost Sharing to Prepare a Watershed Management Program ("WMP") and Coordinated Integrated Monitoring Program ("CIMP"), collectively the "Plans," as required by the Regional Water Quality Control Board, Los Angeles Region, National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit, Order No. R4-2012-0175 Municipal Separate Storm Sewer System, as amended ("MOU"); and

D. The Watershed Permittees prepared and submitted the Plans to the Regional Board in compliance with certain elements of the MS4 Permit; and

E. On November 17, 2014, the PARTIES approved a First Amendment to the MOU to: (1) add implementation of the Plans to the scope and purpose of the MOU; and (2) provide a separate cost-share formula for the implementation of the Plans, subject to annual budget approval, in accordance with each PARTY'S cost share allocation; and

F. The GWMA, on behalf of the Parties, has hired a consultant to implement the Plans for the benefit of the Parties; and

G. The MOU is currently scheduled to expire on December 31, 2019.

H. The Parties wish to extend the MOU's term in order to maintain their existing beneficial relationship and cooperatively implement the Plans to comply with the MS4 Permit requirements with the support of GWMA's consultant, including the process of updating the WMP and CIMP through adaptive management.

The PARTIES agree that the following provisions of the MOU shall be amended as follows:

1. Section 6 of the MOU entitled "Term" is hereby amended to read as follows:

"Section 6. Term. This MOU shall remain and continue in effect until December 31, 2024, unless sooner terminated as provided herein."

2. Except for the changes specifically set forth herein, all other terms and conditions of the MOU and First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this **SECOND AMENDMENT** to be executed on their behalf, respectively, as follows:

DATE: _____

LOS ANGELES GATEWAY REGION
INTEGRATED REGIONAL WATER
MANAGEMENT JOINT POWERS
AUTHORITY

Lisa Rapp
GWMA Chair

IN WITNESS WHEREOF, the Parties hereto have caused this SECOND AMENDMENT to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF HUNTINGTON PARK
Mr. Ricardo Reyes
City Manager
6550 Miles Avenue
Huntington Park, CA 90255

Ricardo Reyes, City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

December 17, 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 AWARD AN AGREEMENT FOR
CONSTRUCTION MANAGEMENT & INSPECTION SERVICES FOR CIP 2016-01 ATP
CYCLE II PROJECT ATPL-5150(012)**

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve a budget appropriation transfer in the amount of \$154,000 to account number 111-8080-431.73-10 ATP Cycle II Project from account number 111-8010-431.76-01 City Wide Street Improvements Project for the construction of CIP 2016-01 ATP Cycle II Project ATPL-5150(012) "Project";
2. Award agreement to Infrastructure Engineers for construction management & inspection services in an amount not-to-exceed \$154,000; and
3. Authorize City Manager or designee to execute the professional services agreement (PSA).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

At the August 20, 2019 City Council, staff was directed to solicit proposals for construction management and inspection services (CM) for the Project. City Council specifically authorized the City Clerk's Office to publish a Request for Proposal (RFP) for CM and labor and compliance services after obtaining the E-76 from the State of California Department of Transportation (Caltrans). The E-76, formally known as the Authorization to Proceed, is a federal authorization of funds, which establishes the reimbursement date for the specific phase of work.

CM services is the overall planning, coordination, and control of a project from beginning to completion. Labor compliance monitoring includes a working understanding of the current regulation changes implemented by State and Federal Agencies to monitor and enforce labor compliance with contractors accordingly. This includes all of the State and

CONSIDERATION AND APPROVAL TO AWARD AN AGREEMENT FOR CONSTRUCTION MANAGEMENT & INSPECTION SERVICES FOR CIP 2016-01 ATP CYCLE II PROJECT ATPL-5150(012)

December 17, 2019

Page 2 of 3

Federal Davis-Bacon prevailing wage requirements and the State's requirement for a Disadvantaged Business Enterprises (DBE) component.

Two (2) proposals for CM services were submitted before the proposal due date of October 16, 2019 at 2:00 P.M. 4Leaf, Inc. and Infrastructure Engineers submitted proposals and were evaluated and scored based on the RFP's rubric criteria. City staff reviewed and rated the firms on the bases of prior experience managing similar types of projects, project approach pertaining to the managing and the timely completion of the construction project.

Company Name	Proposal Cost
4Leaf, Inc.	\$310,266.26
Infrastructure Engineers	\$154,000.00

The selection of the CM is vital to providing project oversight and ensuring that this Public Works construction project is completed in a timely manner, follows the Federal guidelines, is consistent with the technical plans and specifications, is within the prescribed budget and does not unduly impact our residents and businesses. Based on the above-mentioned information and formal review of the proposals, staff recommends the engineering firm of Infrastructure Engineers to provide CM services.

LEGAL REQUIREMENT

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 Infrastructure Engineers' with the professional services agreement based on demonstrating competence and qualifications for this type of services.

FISCAL IMPACT/FINANCING

Staff's recommendation is to award the PSA for CM and Labor Compliance services to Infrastructure Engineers for a not-to-exceed amount of \$154,000 and appropriate funding for this PSA from Account No. 111-8080-431.73-10 ATP Cycle II Project.

CONCLUSION

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

**CONSIDERATION AND APPROVAL TO AWARD AN AGREEMENT FOR
CONSTRUCTION MANAGEMENT & INSPECTION SERVICES FOR CIP 2016-01 ATP
CYCLE II PROJECT ATPL-5150(012)**

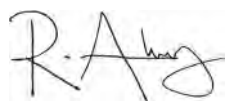
December 17, 2019

Page 3 of 3

Respectfully submitted,



RICARDO REYES
City Manager



RAUL ALVAREZ
Assistant City Manager

ATTACHMENT(S)

- A. Agreement - Infrastructure Engineers
- B. 4 Leaf, Inc. Proposal

ATTACHMENT “A”



PROFESSIONAL SERVICES AGREEMENT

(Infrastructure Engineers: CONSTRUCTION MANAGEMENT AND INSPECTION
SERVICES CIP 2016-01 ACTIVE TRANSPORTATION PROGRAM CYCLE II
UNCONTROLLED CROSSWALK PEDESTRIAN SAFETY ENHANCEMENT PROJECT
ATPL-5150 (012)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this **December 17, 2019** (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and Infrastructure Engineers (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

RECITALS

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

WHEREAS, on December 17, 2019, the Huntington Park City Council at its Regular Meeting of December 17, 2019 approved the Professional Services Agreement to the CONSULTANT to provide CIP 2016-01 ATP Cycle II Project ATPL-5150(012) - Construction Management and Labor Compliance; Materials Testing and Inspection Services; and

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

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

WHEREAS, the execution of this Agreement was approved by the Huntington Park City Council at its Regular Meeting of December 17, 2019.

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

I.
ENGAGEMENT TERMS

- 1.1 SCOPE OF SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in that certain document entitled "Scope of Services" and attached hereto as **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and work necessary to competently perform and timely complete the services and tasks as set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 TERM: This Agreement shall have an initial term of one (1) year commencing from the Effective Date unless terminated as provided elsewhere in this Agreement (hereinafter, the "Term"). Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as further set out herein.
- 1.3 COMPENSATION: During the term of this Agreement and any extension term provided herein, CONSULTANT shall perform the Services set forth in Section 1.2 above, at the rates of compensation set forth in the Rate Schedule reflected in **Exhibit "A"**. Subject to the CPI Index Adjustment section of **Exhibit "A"**, CONSULTANT further agrees that the total compensation for the Work shall not exceed the sum total of \$154,000 DOLLARS (hereinafter, the "Base Fee"). CONSULTANT shall not exceed the Contract Price unless such added expenditure is first approved by the CITY Council acting in consultation with the City Manager. In the event CONSULTANT's charges are projected to exceed the Contract Price prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT's performance of any additional Work outside the Work as defined in Exhibit A, pending CITY approval of any anticipated expenditures in excess of the Contract Price or any other CITY-approved amendment to the compensation terms of this Agreement.
- 1.4 PAYMENT OF COMPENSATION: On the first of each month, CONSULTANT shall submit to CITY an itemized invoice for that month's Base Fee and indicating the additional services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall pay any undisputed amounts. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. CITY shall not withhold

applicable taxes or other authorized deductions from payments made to CONSULTANT.

- 1.5 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the reasonable right to access and examine such records, without charge. CITY shall own and further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT shall deliver to CITY immediately and without delay, all written materials, including any electronic communications, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II. PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager (hereinafter, the "CITY Representative") to act as its representative for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representative or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representative or their designee.
- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates [WHO CONSULTANT DESIGNATES] to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his professional skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall constitute notice to CONSULTANT. CONSULTANT may, by written notice to CITY, advise CITY of any change in CONSULTANT Representative.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the

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

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

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

The Parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with its obligation set out herein or failure on the part of CONSULTANT's employees, agents, CONSULTANTS, subCONSULTANTS and subconsultants to fulfill its obligations herein. Such effort by CONSULTANT to correct any errors or omissions shall be commenced as soon as reasonably practicable upon their discovery or notice by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing, in accordance with applicable industry standards. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience

necessary to perform the Work skillfully, competently and in accordance with applicable industry standards of CONSULTANT's profession.

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

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

- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, CONSULTANTS, subCONSULTANTS or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, CONSULTANTS, subCONSULTANTS or subconsultants fail or refuse to perform the Work in accordance with this Agreement, such officer, employee, agent, CONSULTANT, subCONSULTANT or subconsultant shall be promptly removed by CONSULTANT and shall not be reassigned to perform any of the Work.
- 2.8 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements. To the extent that any changes in applicable law result in an increase in CONSULTANT's cost of performance, the Parties shall negotiate in good faith to reach a mutually agreeable price adjustment. Should the Parties fail to reach such an agreement within 30 days (or such other agreeable time period) of CONSULTANT's notice to CITY of its increased cost of performance, either Party may terminate this Agreement upon 60 days' written notice.
- (a) In the event that water treatment violations occur following the effective date of this Agreement, subject to Sub-Section (b) below and the applicable Force Majeure provisions, the CONSULTANT shall, in respect of violations that may be imposed by Applicable Law and to the extent due to CONSULTANT's fault, be responsible for: fines, penalties, or damages. Prior to settlement or payment of any such fines, penalties or damages, the CONSULTANT reserves the right to contest government or private actions, suits or proceedings for violations through administrative procedures or otherwise.
- (b) To the extent that violations of applicable laws, rules, regulations or permits are caused by failures in the facilities or causes beyond CONSULTANT's control, including the CITY's failure to approve recommended repairs or maintenance, CONSULTANT will use its professional efforts to maximize performance of the Facilities but shall not be responsible for associated violations or damages, fines or penalties which result.
- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subCONSULTANT, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. INDEPENDENT CONSULTANT STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent CONSULTANTS and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent

acts and/or omissions of its employees, agents, CONSULTANTs, subCONSULTANTs and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

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

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

III. INSURANCE

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

- A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
- B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto) or if CONSULTANT does not own or lease automobiles, Hired and Non-Owned Automobile Liability shall be accepted. Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.

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

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

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

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

3.5 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT (except Professional Liability and Workers' Compensation) shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.

3.6 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subCONSULTANTS or subconsultants from waiving the right of

subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.

- 3.7 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to this Agreement subject to Paragraph 4.2 and 4.3. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with protection as set forth herein and to the extent possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 Work of CONSULTANT's Design Professionals Services: The duty to indemnify and hold harmless as set forth under this subsection shall apply to the negligence, recklessness or willful misconduct of any individual who qualifies as a "design professional" within the meaning of subsection (c)(2) of section 2782.8 of the California Civil Code in so far as such negligence, recklessness or willful misconduct occurs in the performance work or activities that must be performed by a "design professional." Subject to the limitation of the preceding sentence, to the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless the CITY 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) to the extent caused by the negligence, recklessness, or willful misconduct of CONSULTANT or any of CONSULTANT's officers, employees, servants, agents, CONSULTANTS, subCONSULTANTS or authorized volunteers or any other person or entity for whom CONSULTANT is legally liable in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of

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

- 4.3 Work of All Other Persons/Non-Design Professionals: Except as otherwise provided under Section 4.2 of this Article, above, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other reasonable costs and fees of litigation) of every nature to the extent caused by CONSULTANT's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, CONSULTANTS, subCONSULTANTS or subconsultants or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnify, defend or hold harmless for liability, loss, suit, damage, expense, or cost to the extent caused by the negligence or willful misconduct of any or all of the City Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this subsection is intended to encompass liabilities, losses, damages, expense and costs not otherwise subject to subsection 4.2, above.
- 4.4 CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.5 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.

- 4.6 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subCONSULTANT or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT acknowledges that its obligations under Sections 4.2 and 4.3 apply.
- 4.7 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.8 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: Except for the first two years of this Agreement, either Party may, by written notice to the other, immediately terminate this Agreement at any time for convenience and without cause by giving written notice to Consultant of such termination, which notice shall specify the effective date of such termination, which effective date shall not be less than 90 days from the written notice. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party

(hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

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

- i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
- ii. Within thirty (30) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 30-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 30-day cure period.

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

or observe any material covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.
- D. Either Party may also immediately suspend performance under this Agreement pending the Defaulting Party's cure of any Event of Default by giving said Party written notice of the Party's intent to suspend performance (hereinafter, a "Suspension Notice"). A Party may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT in accordance with this Agreement up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon a thirty (30) day written notice to CONSULTANT, the CITY may terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;

- iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
- iv. The CITY may exercise any other available and lawful right or remedy.

G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: So long as CONSULTANT has been paid pursuant to this Agreement for the Work resulting in such Documents and Data, all Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all materials, equipment, reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no additional cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subCONSULTANTS and subCONSULTANT working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subCONSULTANT or subCONSULTANT as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement. CITY acknowledges that the Documents and Data are intended solely in connection with the Project for which

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

- 6.2 **CONFIDENTIALITY:** All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 **FALSE CLAIMS ACT:** CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.
- 6.4 **NOTICES:** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

Infrastructure Engineers
3060 Saturn Street, Suite 250
Brea, CA 92821
Phone: (714) 940-0100
Attn: Steve Forster, Senior V.P.

CITY:

City of Huntington Park
Public Works
6550 Mile Avenue
Huntington Park, CA 90255
Attn: Raul Alvarez, Assistant City
Manager
Phone: (323) 582-6161

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

- 6.5 **COOPERATION; FURTHER ACTS:** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

- 6.6 SUBCONTRACTING: CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subCONSULTANTS), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement with the exception of provisions relating to insurance requirements and indemnification.
- 6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other CONSULTANTS in connection with the various projects worked upon by CONSULTANT.
- 6.8 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, the venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.20 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the two remaining counterparts shall remain with the City for archiving and day-to-day reference by the department responsible for administering the Agreement on the City's behalf.
- 6.21 Notwithstanding any provision to the contrary contained in this Agreement, in no event shall either party be liable for punitive damages.
- 6.22 FORCE MAJEURE: A party's performance of any obligation under this Agreement shall be excused if, and to the extent that, the party is unable to perform

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

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF HUNTINGTON PARK:

By: _____
Ricardo Reyes
City Manager

INFRASTRUCTURE ENGINEERS

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT “A”
SCOPE OF WORK
(SEE ATTACHED)

OCTOBER 16, 2019

PROPOSAL

To Provide Construction Management
and Inspection Services for CIP 2016-01
Active Transportation Program Cycle II
Uncontrolled Crosswalk Pedestrian
Safety Enhancement Project
ATPL-5150(012)

Prepared for



HUNTINGTON PARK
THE CITY OF PERFECT BALANCE *California*



INFRASTRUCTURE
ENGINEERS



Our Understanding

Infrastructure Engineers will provide inclusive construction management, construction inspection, labor compliance and public outreach during the construction phase of this project. We have provided construction management and inspection services to various cities for the past two decades, so the City of Huntington Park can feel confident that we fully understand the scope of work presented in the City's RFP and we will ensure these tasks are confirmed and verified.

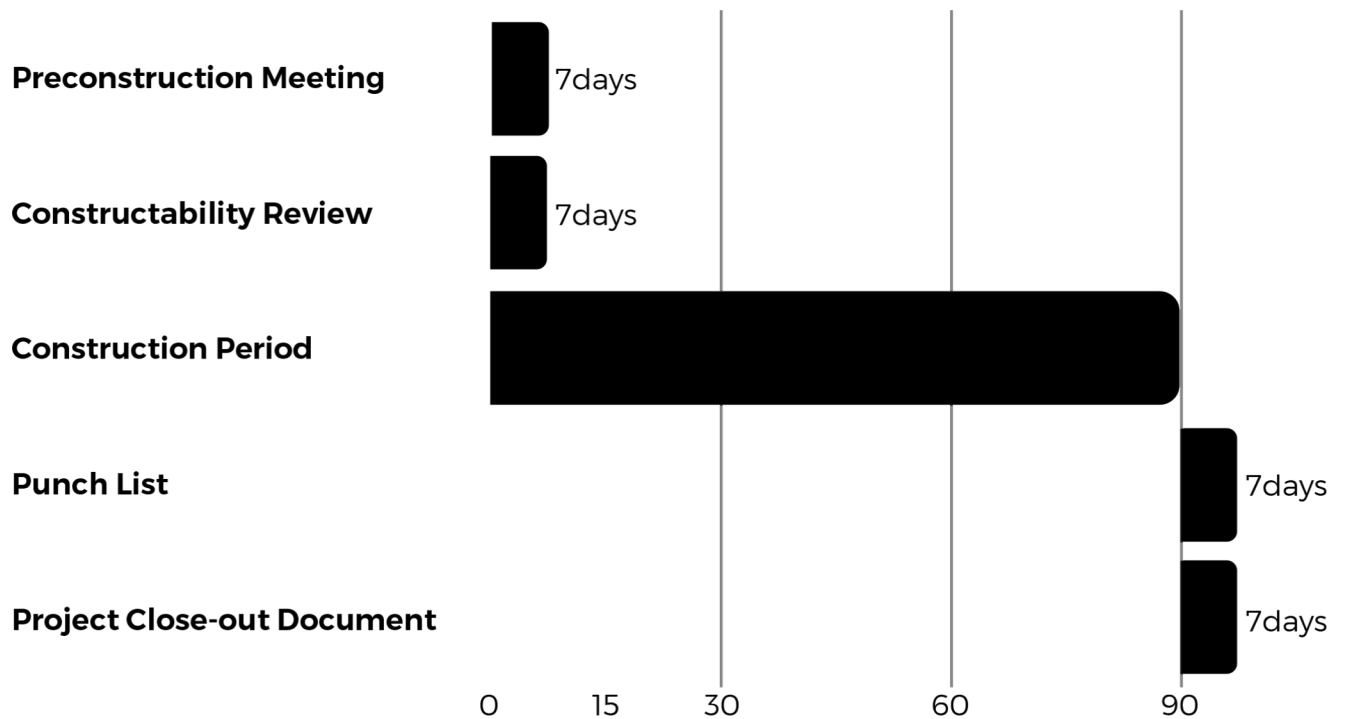
Our Approach

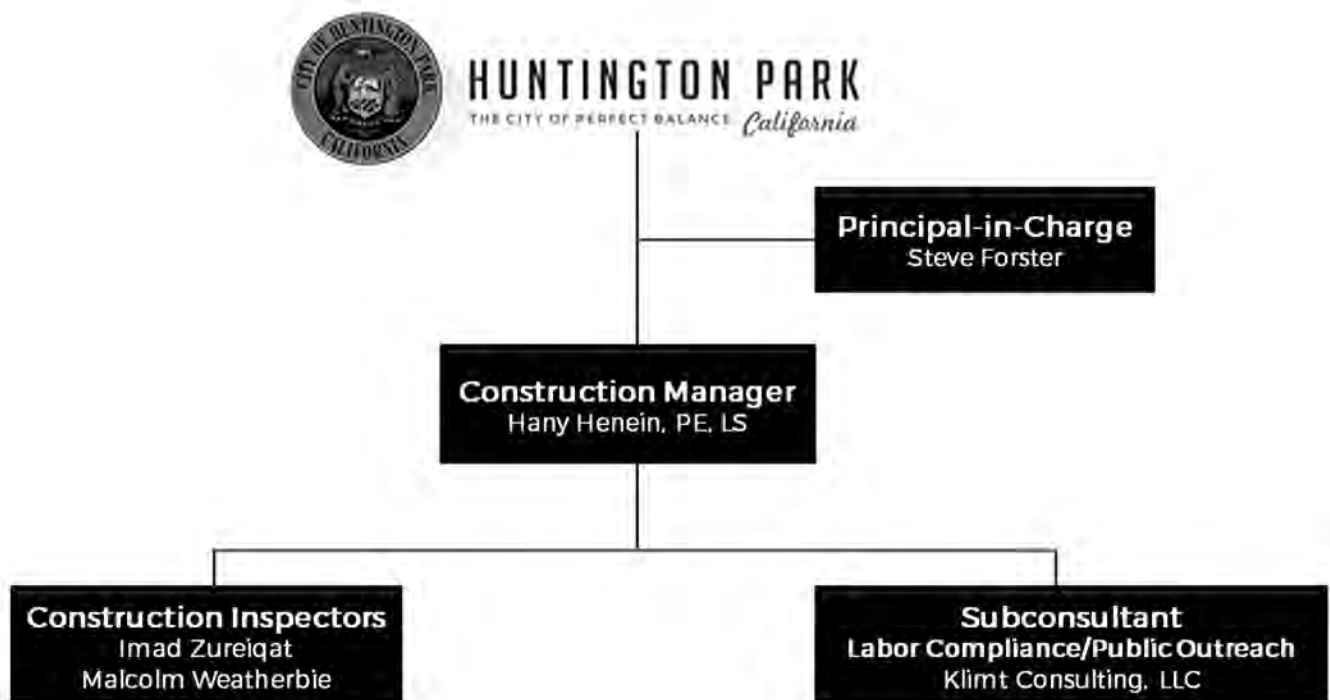
Infrastructure Engineers' approach to construction management and inspection is based on our commitment to total quality assurance.

Infrastructure Engineers will serve as an extension of the City. We will meet with the City project representatives regularly and be in constant communication with them to ensure successful and timely delivery of the project. In addition, Infrastructure Engineers always looks for ways to present cost savings to clients while delivering exceptional quality work.

Infrastructure Engineers has saved our clients thousands of dollars through our Construction Managers attention to detail and willingness to negotiate on behalf of the client; money is saved in all aspects of the construction process.

PROJECT SCHEDULE CHART





Steve Forster - Principal-in-Charge



Why chosen for this project

Steve is exceptionally familiar with working with the City of Huntington Park. He has relevant experience in all aspects of municipal public projects, including buildings, public and private infrastructure, capital improvement planning and financing, grant management, labor compliance, project reporting, engineering, and maintenance.

Relevant Project Experience

- Compton Street Improvement Program, City of Compton
- Safe Route to School Project, City of South Gate
- State Street Park, City of South Gate
- Street Rehabilitation Project, City of South Pasadena

Education

Civil Engineering
Coursework-
Construction Management
BS, Business

Years of Experience 28

Hany Henein, PE, LS - Construction Manager



Education

BS, Civil Engineering

Registrations

Registered Civil

Engineer, CA, No. 33090

Years of Experience 42

Why chosen for this project

With more than four decades of construction management experience, Hany ensures quality and cost effectiveness of work by developing and reviewing contract documents, monitoring, reviewing, and approving all submittals, including construction plans, cost estimates, environmental documents, surveys, and technical specifications.

Relevant Project Experience

- Citywide Safety Enhancement - ATP Cycle City of Bell Gardens
- HSIP Cycle 5 -Southwest Corner of Imperial Hwy and Martin Luther King Blvd, City of Lynwood
- Maple Ave Street Improvements from Washington Bl to Mines Ave, City of Montebello.

Imad Zureiqat - Construction Inspector



Education

MS, Civil Engineering

Registrations

Engineer-in-Training, CA

Years of Experience 40

Why chosen for this project

Imad is a seasoned construction inspector and holds multiple special inspector certificates that can be utilized during his inspections including: structural masonry, reinforced concrete and prestressed concrete. Imad also holds a ACI field technician grade 1 certificate and a general building contractor license.

Relevant Project Experience

- Pacific Pedestrian & Transportation Improvement Project, City of Huntington Park
- Citywide Safety Enhancement - ATP Cycle, City of Bell Gardens
- Maine Avenue Improvement Project, City of Baldwin Park

Malcolm Weatherbie - Construction Inspector



Why chosen for this project

Malcolm is a construction inspector and journeyman electrician and his experience in the construction industry has translated into vigilant oversight of the construction of public works projects. Malcolm also has experience assisting the City of San Bernardino with the ATP Cyle 2 design.

Relevant Project Experience

- Citywide Safety Enhancement - ATP Cycle, City of Bell Gardens
- Pavement Repairs and Skin Patch of Various Streets CDBG Zone, City of Montebello
- Building and Facilities Capital Improvement Plan City Hall Council Chambers Lighting Upgrades, City of Bell Gardens

Education

Electrical Journeyman
License
Associated Builders
& Contractors, Inc 2012

Years of Experience 12

SUBCONSULTANT RESUME

KLIMT CONSULTING, LLC

Renea Ferrell, Labor Compliance/Public Outreach

Education

MS, Public
Administration

Years of Experience 17

Why chosen for this project

Renea is a Seasoned community development professional with a expertise in planning and zoning, grant administration and compliance. She is well versed in development and implementation for effective project management.

Clients

- City of Huntington Park
- City of Commerce
- City of Compton

COMPANY QUALIFICATIONS

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.

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

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.

COMPANY QUALIFICATIONS

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 trafficsignal equipment.

Construction Management, New Traffic Signal at the Intersection of Garfield Avenue and Madison Avenue, Montebello.

Infrastructure Engineers provided construction management and inspection 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.

Construction Management, Traffic Signals at Various Locations, Bell Gardens.

Infrastructure Engineers 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; an emergency traffic signal on Garfield Avenue at Fire Station No. 39; and a traffic signal at Gage Avenue and Specht Avenue.

Construction Management, Six New Signals, Calexico.

Infrastructure Engineers provided construction management on the Second Street widening and realignment project that included six new traffic signals.

Construction Management, Rosemead Boulevard/Mines Avenue Intersection Improvement Project, Pico Rivera.

Infrastructure Engineers provided construction management and inspection of traffic signals at the intersection of Rosemead Boulevard and Mines Avenue that included adding LED countdown pedestrian head, LED yellow lights, and replacement of traffic loops, and a battery back-up system.

SAM GUTIERREZ, DIRECTOR OF PUBLIC WORKS
CITY OF BALDWIN PARK

██████████
14403 Pacific Avenue
Baldwin Park, CA 91706
(626) 813-5255, Ext. 460
Email: sgutierrez@baldwinpark.com



CHAU VU, DIRECTOR OF PUBLIC WORKS
CITY OF BELL GARDENS

██████████
8327 Garfield Avenue
Bell Gardens, CA 90201
(562) 806-7770
Email: CVu@bellgardens.org



DANILO BATSON, DIRECTOR OF PUBLIC WORKS
CITY OF MONTEBELLO

██████████
1600 W. Beverly Blvd.
Montebello, CA 90640
(323) 887-1460
Email: dbatson@cityofmontebello.com



CITY'S STANDARD PROFESSIONAL SERVICES AGREEMENT

Infrastructure Engineers will comply with all aspects of the Agreement as noted in the City's RFP.

CITY'S STANDARD INSURANCE REQUIREMENTS

Infrastructure Engineers will comply with all aspects of the Agreement as noted in the City's RFP.

ATTACHMENTS

EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

The Agency has established a DBE goal for this Contract of 15.00 %

OR

The Agency has not established a goal for this Contract. However, proposers are encouraged to obtain DBE participation for this contract.

1. TERMS AS USED IN THIS DOCUMENT

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- The term “Agreement” also means “Contract.”
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The Consultant must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF DBE INFORMATION

If there is a DBE goal on the contract, Exhibit 10-O1 *Consultant Proposal DBE Commitment* must be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-O2 *Consultant Contract DBE Information* must be included with the Request for Proposal. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer’s responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department’s DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).

- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - 1. The proposer is a DBE and will meet the goal by performing work with its own forces.
 - 2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
 - 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Business and Economic Opportunity Web site at: <http://www.dot.ca.gov/hq/bep/>.
 - 1. Click on the link titled Disadvantaged Business Enterprise;
 - 2. Click on Search for a DBE Firm link;
 - 3. Click on Access to the DBE Query Form located on the first line in the center of the page.

Searches can be performed by one or more criteria. Follow instructions on the screen.

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the

purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

**EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF
INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM**

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant's Full Legal Name: Advanced Applied Engineering, dba Infrastructure Engineers

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate:

Combined Rate 75.6 % **OR**

Home Office Rate 75.6 % and Field Office Rate (if applicable) N/A %

Facilities Capital Cost of Money --- % (if applicable)

Fiscal period * July 2019 - July 2020

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the **fiscal period** as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in [Title 23 United States Code \(U.S.C.\) Section 112\(b\)\(2\); 48 CFR Part 31.201-2\(d\); 23 CFR, Chapter 1, Part 172.11\(a\)\(2\)](#); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost

accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - [23 CFR Part 172.11\(c\)\(4\)](#)
- False Claims Act - [Title 31 U.S.C. Sections 3729-3733](#)
- Statements or entries generally - [Title 18 U.S.C. Section 1001](#)
- Major Fraud Act - [Title 18 U.S.C. Section 1031](#)

All A&E Contract Information:

- Total participation amount \$ _____ on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 1.
- Years of consultant's experience with 48 CFR Part 31 is 25.
- Audit history of the consultant's current and prior years (if applicable)

<input type="checkbox"/> Cognizant ICR Audit	<input type="checkbox"/> Local Gov't ICR Audit	<input type="checkbox"/> Caltrans ICR Audit
<input type="checkbox"/> CPA ICR Audit	<input type="checkbox"/> Federal Gov't ICR Audit	

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with [Title 23 U.S.C. Section 112\(b\)\(2\)](#), [48 CFR Part 31](#), [23 CFR Part 172](#), and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**: Steve Forster

Title**: Sr. Vice President

Signature: 

Date of Certification (mm/dd/yyyy): 10/16/19

Email**: sforster@infengr.com

Phone Number**: 714-940-0100, ext. 5120

**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.

Distribution: 1) Original - Local Agency Project File
2) Copy - Consultant
3) Copy - Caltrans Audits and Investigations

**EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF
INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM**

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant's Full Legal Name: KLIMT CONSULTING LLC

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate:

Combined Rate _____ % **OR**

Home Office Rate _____ % and Field Office Rate (if applicable) _____ %

Facilities Capital Cost of Money _____ % (if applicable)

Fiscal period * _____

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the **fiscal period** as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in Title 23 United States Code (U.S.C.) Section 112(b)(2); 48 CFR Part 31.201-2(d); 23 CFR, Chapter 1, Part 172.11(a)(2); and all applicable state and federal rules and regulations.

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- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
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- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - 23 CFR Part 172.11(c)(4)
- False Claims Act - Title 31 U.S.C. Sections 3729-3733
- Statements or entries generally - Title 18 U.S.C. Section 1001
- Major Fraud Act - Title 18 U.S.C. Section 1031

All A&E Contract Information:

- Total participation amount \$ _____ on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 1.
- Years of consultant's experience with 48 CFR Part 31 is 2.
- Audit history of the consultant's current and prior years (if applicable)

<input type="checkbox"/> Cognizant ICR Audit	<input type="checkbox"/> Local Gov't ICR Audit	<input type="checkbox"/> Caltrans ICR Audit
<input type="checkbox"/> CPA ICR Audit	<input type="checkbox"/> Federal Gov't ICR Audit	

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with Title 23 U.S.C. Section 112(b)(2), 48 CFR Part 31, 23 CFR Part 172, and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**: RENEA FERRELL Title**: PRESIDENT
 Signature: [Signature] Date of Certification (mm/dd/yyyy): _____
 Email**: rferrell@klimtllc.com Phone Number**: 310-988-2304


**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.

Distribution: 1) Original - Local Agency Project File
 2) Copy - Consultant
 3) Copy - Caltrans Audits and Investigations

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: City of Huntington Park 2. Contract DBE Goal: 15%
 3. Project Description: CM/Inspection Services, ATP Cycle II Uncontrolled Crosswalk Pedestrian Safety Enhancement Project ATPL-5150(012)
 4. Project Location: 22 existing unprotected crosswalks in Huntington Park
 5. Consultant's Name: Infrastructure Engineers 6. Prime Certified DBE: ☐

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Labor compliance, public outreach	pending	Renea Ferrell, Klimt LLC - ph: 310-988-8304 111 N. La Brea Ave., Suite 610 Inglewood CA 90301	15%
Local Agency to Complete this Section		11. TOTAL CLAIMED DBE PARTICIPATION	%
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____ 20. Consultant's Ranking after Evaluation: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. _____ _____ _____		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. <div style="display: flex; justify-content: space-between;"> <div>  12. Preparer's Signature Steve Forster 14. Preparer's Name Sr. Vice President 16. Preparer's Title </div> <div> October 16, 2019 13. Date 714-940-0100 15. Phone </div> </div>	

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change Material Change Only: year _____ quarter _____ date of last report _____
---	---	---

Infrastructure Engineers does not have any lobbying activities to report


4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____
6. Federal Department/Agency: _____	7. Federal Program Name/Description: CFDA Number, if applicable _____
8. Federal Action Number, if known: _____	9. Award Amount, if known: _____
10. Name and Address of Lobby Entity (If individual, last name, first name, MI) _____	11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI) _____

(attach Continuation Sheet(s) if necessary)

12. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	14. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____
--	---

13. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____	15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12: (attach Continuation Sheet(s) if necessary)
---	---

16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/>	17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
---	--

Signature: 
 Print Name: Steve Forster
 Title: Sr. Vice President
 Telephone No.: 714-940-0100 Date: 10/16/19

Authorized for Local Reproduction
Standard Form - LLL

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

ATTACHMENT “B”



PROPOSAL TO PROVIDE

**CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES
CIP 2016-01 ACTIVE TRANSPORTATION PROGRAM CYCLE II
UNCONTROLLED CROSSWALK PEDESTRIAN SAFETY ENHANCEMENT
PROJECT ATPL-5150 (012)**

FOR THE

CITY OF HUNTINGTON PARK

6550 Miles Ave

Huntington Park, CA 90255

ATTN: City Clerk's Office, Engineering Division



4LEAF, INC.

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BUILDING INSPECTION • PLAN CHECK

OCTOBER 15, 2019
SUBMITTED BY:



City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255
Attn: Engineering Department

October 15, 2019

RE: Proposal to Provide Construction Management and Inspection Services for the CIP 2016-01 Active Transportation Program Cycle II Uncontrolled Crosswalk Pedestrian Safety Enhancement Project ATPL-5150 (012)

4LEAF, Inc. (4LEAF) is excited to have the opportunity to submit our Proposal to Provide Construction Management (CM) and Inspection Services for the CIP 2016-01 Active Transportation Program Cycle II Uncontrolled Crosswalk Pedestrian Safety Enhancement Project (Project) for the City of Huntington Park (City). 4LEAF has more than 18 years of experience providing CM and Inspection services for many municipal Public Works and Engineering Departments. 4LEAF is ideal to perform these services for the City for the following reasons:

☒ **Project Experience**

4LEAF has more than 18 years of experience providing CM and Inspection services for many municipal Public Works and Engineering Departments. 4LEAF has also been the sole provider for the On-Call Inspection services contract for the State of California Department of Parks and Recreation (DPR) for the past four contract terms and has performed more than 350 work orders throughout the life of these contracts.

☒ **Multi-Disciplined Team**

Our team firm, **Alliance Outreach, LLC. (Alliance)**, is a full-service public relations firm dedicated to connecting clients to their communities. Alliance Outreach's proven communication strategies focus on information gathering and sharing, relationship-enhancing and support-building for projects that will ultimately enrich the community. As a California certified **Small Business Enterprise (SBE)**, **Disadvantaged Business Enterprise (DBE)**, and a **Women Business Enterprise (WBE)**, Alliance's team specializes in public outreach with an emphasis in Community Relations, Construction Outreach, and Educational and Conservation Campaigns.

4LEAF's team firm, **Fenagh Engineering and Testing (Fenagh)**, will support our team by providing special inspections and materials testing services. Fenagh's office and full-service laboratory is located in Rancho Cucamonga and provides geotechnical engineering, special inspections, and material testing services for public and private agencies throughout Southern California.

Our team firm, **Contractor Compliance and Monitoring, Inc. (CCMI)**, will support our team by performing Labor Compliance for the contract to ensure adherence to all labor laws and specific requirements. CCMI was approved by the Department of Industrial Relations in February 2003 as a Third-Party Labor Compliance Program Administrator and has continued to provide Labor Compliance Program (LCP) services to contractors, developers and public agencies (school districts, water districts, cities, counties, other public agencies) from Yreka to Chula Vista. CCMI has provided labor compliance services to more than 100 public agencies.

We appreciate this opportunity to present our Proposal to the City. If you have any questions, please do not hesitate to contact Gene Barry at (925) 462-5959 or by email gbarry@4leafinc.com. This proposal is valid for 60 days following the submittal date.

Respectfully submitted,
4LEAF, Inc.

Gene Barry, P.E.
Vice President

Proposal to Provide

*Construction
Management and
Inspection Services for
the CIP 2016-01 Active
Transportation
Program Cycle II
Uncontrolled Crosswalk
Pedestrian Safety
Enhancement Project*

On Behalf of the

City of Huntington Park

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Section 2	Schedule
Section 3	Project Team, Key Personnel, and Resumes
Section 4	Company Qualifications
Section 5	References
Section 6	City's Standard Professional Services Agreement
Section 7	City's Standard Insurance Requirements
Section 8	Other Information
Appendix A	Federal Forms

Fee proposal provided in a separately-sealed envelope.



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SECTION 1

Scope of Work

SECTION 1: SCOPE OF WORK

4LEAF Inc. (4LEAF) understands the CIP 2016-01 Active Transportation Program Cycle II Uncontrolled Crosswalk Pedestrian Safety Enhancement Project (Project) for the City of Huntington Park (City) is the enhancement of 22 crosswalks to improve pedestrian safety. These crosswalks are near schools, mid-block and across major arterials in the City. The project will remove hazardous conditions and install safety improvements. The improvements include ladder striped crosswalk in high visibility paint, pavement markers, truncated domes, add/improve pedestrian signage and stop signs, pedestrian scale lighting, bulb outs, High-Intensity Activated crosswalk beacon (HAWK) and pedestrian actuated rectangular rapid flashing beacons. 4LEAF views the Project as having three distinct elements: *Pre-Construction*, *Construction*, and *Post-Construction*.

PRE-CONSTRUCTION PHASE

The first order of work for the 4LEAF team will be to understand the project scope of work and review the contract documents, including the construction drawings and specifications, addenda, cost estimates and quantities, resource agency permits, utility relocation plans, etc. Other tasks will include facilitating the pre-construction meeting and provide agenda and meeting minutes to meeting attendees; work with the City's PM to establish procedures for receiving, logging, and transmitting submittals, requests for information (RFI's) and requests for changes (RFC's); review and respond to requests for information (RFI's and submittals, including the Water Pollution Control Plan (WPCP) and traffic control plan; attend meetings as required with the City, design team, and other project stakeholders; develop a Public Outreach Plan; review and approve project schedule; and document pre-construction conditions with digital photographs and video.

CONSTRUCTION PHASE

The 4LEAF team will perform on-site inspections to check the quality and quantity of the work performed by all trades and guard the City against defects and deficiencies in the work by the contractor. As necessary, the 4LEAF team will inspect construction means, methods, techniques, and sequences to evaluate the contractor's compliance with the intent of the construction documents and review any contractor-recommended remedial actions as required. During the construction phase of the Project, 4LEAF will perform CM and inspections including:

- Provide full-time daily inspections and maintain daily photographs and records of inspections including, but not limited to, work performed and completed, location of work, hours worked vs. standby, noted work deficiencies or safety-related issues, site visitors, labor, equipment, and materials provided by the contractor.
- Perform document control and tracking including all correspondence with the contractor, submittals, RFIs, daily inspection reports, schedules, and change order requests utilizing the City's filing system.
- Monitor and document contractor's work for adherence to contract plans and specifications.
- Maintain separate set of "as-builts" from the contractor's version.
- Meet with contractor to review proposed work and schedule inspections.
- Coordinate and schedule materials testing and special inspection activities and maintain copies of test reports.
- Measure quantities constructed and compare with contractor's submitted progress invoice.
- Document any extra or force account work.
- Inspect materials and equipment upon delivery for compliance to contract documents.
- Review certified payrolls for consistency with daily inspection reports.
- Perform public relations and coordinate with residents for complaints / inquiries.
- Develop "punch list" items and follow-up with corrective measures.

Post-Construction Phase

Perform post-construction and contract closeout including physical closeout, document closeout, and fiscal closeout. **Physical closeout** will include inspections for both Substantial Completion and Final Completion. **Document closeout** will include assembling and transferring the required contract files from 4LEAF to the City when the contract is complete. Documents typically include project correspondence; change orders and change notices; RFIs and submittals; claims; As-Build drawings; and guarantees, manuals, and warranties from manufacturers, as appropriate. **Fiscal closeout** will include the review of contract administration (submittal log, RFI log, punch lists, etc.), accounting, and financial functions to confirm they are coordinated with physical closeout functions to ensure that no outstanding financial liability is present after the final payments / retentions are made to the contractor.



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SECTION 2

Schedule

**SECTION 2: SCHEDULE**

Task No.	Task	2019				2020											
		Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
1	NTP for CM Firm and Contractor.																
2	Pre-Construction Activities.																
3	Construction Activities.																
4	Post-Construction Activities.																

Notes:

(1) Per the City's RFP, the Contract Duration is 90 working days with an assumed NTP of December 2019. Accounting for holidays, assumes project completion date is 4/17/2020.

(2) The above schedule is for preliminary draft planning purposes only. The actual project schedule will be based on the Contractor's schedule as part of the project submittals and will be dependent on several factors including the Contractor's sequencing and ability to work in multiple areas simultaneously as well as the level of effort in manpower, equipment, and materials that the Contractor will dedicate to the project.



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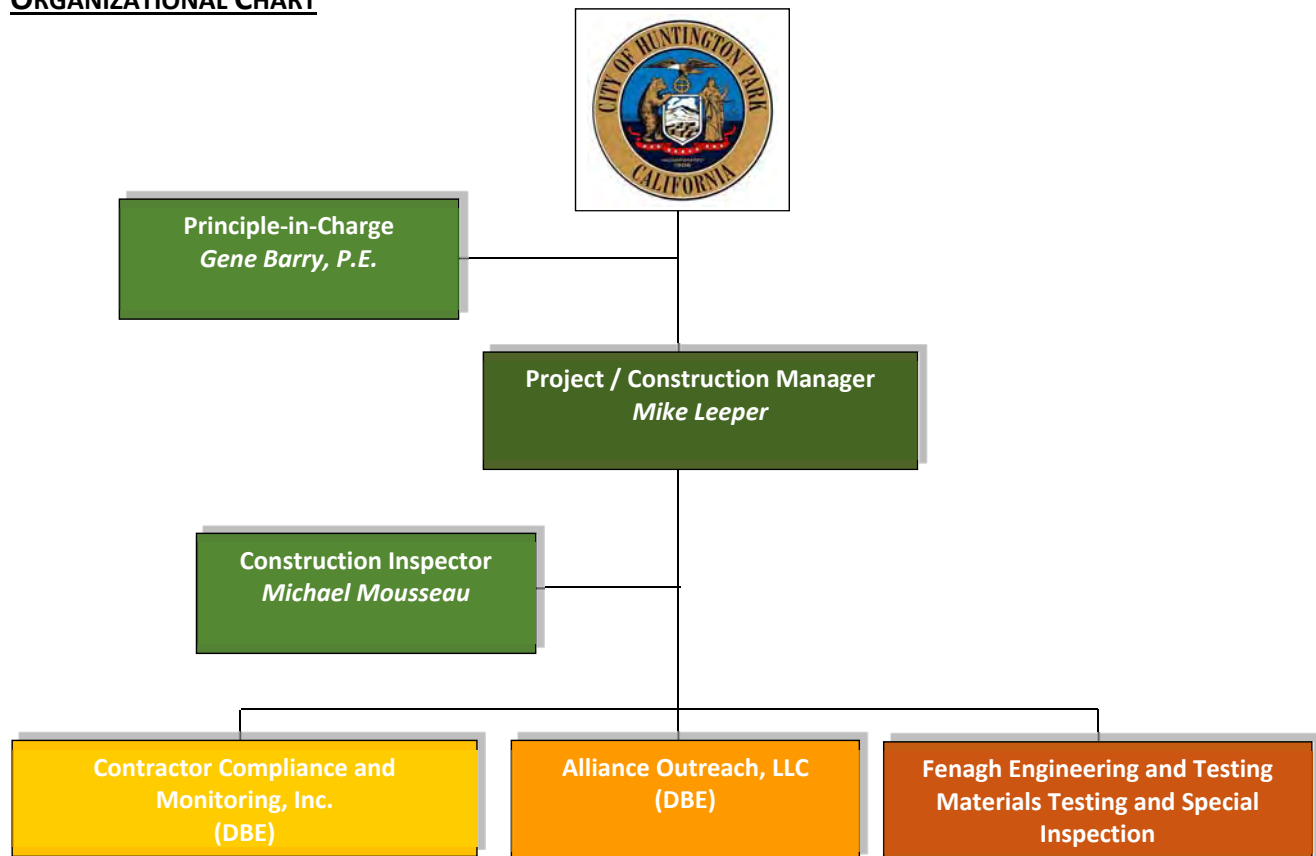
SECTION 3

Project Team, Key Personnel and Resumes

SECTION 3: PROJECT TEAM, KEY PERSONNEL, AND RESUMES

The ultimate success of any project depends on providing highly-qualified staff that can work effectively in a team environment or individually. 4LEAF is proposing **Michael Leeper**, as our *Project / Construction Manager*, and **Michael Mousseau** as our *Construction Inspector*, to provide the City with Construction Management (CM) and Inspection Services for this Project. The 4LEAF team includes **Contractor Compliance and Monitoring, Inc. (CCMI)**, to provide *labor compliance*, **Alliance** to provide *Public Outreach* and **Fenagh Engineering and Testing**, to provide *Materials Testing and Special Inspection*.

ORGANIZATIONAL CHART



RESUMES – 4LEAF

Mike Leeper – Project / Construction Manager

Mike Leeper has more than 33 years of experience in the construction management field including large Capital Improvement Program (CIP) and civil projects. His experience includes organizing and scheduling surveyors and material testing, interpreting project plans and specifications, coordinating client and contractor design changes and extra work, inspecting A/C paving, concrete structures, mass grading projects, traffic signals and underground utilities, including storm drains, water lines and electric conduits. Other duties include public relations, pay estimates, daily quantities and activity documentation. Some of the highlights throughout Mike's experience include:

I-11 Boulder City Bypass Design-Build, Phase 2

Regional Transportation Commission, Boulder City, Nevada

Principal-In-Charge

Completed 2018

4LEAF provided Construction Management services for Regional Transportation Commission of Southern Nevada's I-11



Design Build Phase 2. Mike's role on this project included inspection oversight, QA/QC testing, construction observation and oversight, environmental compliance, oversight of the Design-Builder's mitigation of Naturally Occurring Asbestos (NOA), review and monitoring, project management, public relations, utility coordination, maintenance of traffic coordination and surveillance, change order evaluation and recommendations, schedule analysis, claims avoidance, dispute resolution, document control and project closeout.

Harmon Ave/Valley View Blvd/UPRR Grade Separation 84-inch Waterline Relocation
Clark County Public Works, Las Vegas, Nevada

Principal-In-Charge

Completed 2018

The work performed under this contract was for the replacement of 789 linear feet of existing 84-inch reinforced concrete pipe (RCP) with 980 linear feet of relocated 84-inch cement mortar lined and coated (CML&C) steel pipe, including air valve manholes, pipe connections, sewer relocations, and asphalt paving. Mike managed 4LEAF's team who was responsible for constructability reviews, reviewing submittals, coordinating QA testing, reviewing monthly QC reports, preparing tally sheets and pay apps, change order reviews, dispute resolution, claim negotiation, and project closeout.

CC-215, Airport Connector Phase 2 – I-15 to Windmill Lane Widening
Clark County Public Works and NDOT, Las Vegas, Nevada

Principal-In-Charge

Completed 2017

4LEAF was a sub-consultant to HDR for Construction Management Services on this project consisting of freeway and incidental improvements to the Southern I-215 Bruce Woodbury Beltway including median widening from 6 to 8 lanes, the addition of auxiliary lane, and widening 14 existing bridge structures, new sound walls and earth retaining structures. Mike's role on this project included performing part-time oversight of inspections and QA/QC testing for bridge work, roadway work, retaining walls, underground, electrical, and landscaping. Mike's role also included traffic control coordination, change order evaluation, schedule analysis, claims avoidance, and dispute resolution.

Boulder City Bypass, Phase 1
Nevada Department of Transportation, Boulder City, Nevada

Principal-In-Charge

Completed 2017

The I-11 Boulder City Bypass, Phase 1 consists of a continuous four-lane, controlled-access, divided freeway and highway passing south of the developed area of Boulder City. The alignment begins at Foothills Drive and crosses under the existing railroad, continuing just south to Silverline Road. The project length is about 2.5 miles. Services include utility relocations, drainage, and a pedestrian bridge.

CC-215, Airport Connector Phase 1 – I-15 to Windmill Lane Widening
Clark County Public Works and NDOT, Las Vegas, Nevada

Principal-In-Charge

Completed 2014

4LEAF provided full Construction Administration on this project consisting of freeway and incidental improvements to the Southern I-215 Bruce Woodbury Beltway from approximately Interstate 15 to Windmill Lane including median widening from 6 to eight 8 lanes from approximately Las Vegas Blvd. South to Windmill Lane. The addition of an auxiliary lane between the eastbound Warm Springs Road on-ramp and the Windmill Lane off-ramp and widening of 5 existing bridges, new sound walls and earth retaining structures. Mike's role on this project included all oversight of inspections, QA/QC testing, document control, schedule analysis, survey staking, monthly payment applications, change order, punch list, and project close out.

Michael Mousseau – Construction Inspector

Michael is skilled with more than 20 years of experience and a strong record of achievement in providing inspection of roadway and underground utility projects. Michael possesses the personnel motivation and expertise to ensure streamlined operations, increased proficiency, and profitability. Some of Michael's expertise includes full on-site project management; scheduling; and monitoring inspection from start-up through construction completion; providing accurate takeoffs; estimating, budgeting, contracting, purchasing, invoicing, and project procurement; and providing effective decision-making with the ability to quickly evaluate available alternatives in a logical manner.

**City of Los Altos - 2018 Street Resurfacing Project*****Construction Inspector***

This project includes deep lift asphalt concrete pavement repairs (cut & plug), pavement milling and overlay, asphalt overlay on existing pavement, traffic control, miscellaneous re-striping, installation of loop detectors, adjustment of utility covers, and other improvements. The project includes AC overlay and pavement rehabilitation using various methods of more than 50 streets in both heavily travelled residential and business areas throughout the City.

City of Pacifica - Wet Weather Flow Equalization Basin Project***Construction Inspector***

Construction Inspector for the diversion structures and pipeline conveyance component of the \$16M Wet Weather Flow Equalization Basin (EQ) project in this coastal community. This portion of the project included installing 200 linear feet of 36-inch-diameter steel casing using jack and bore methods in a City easement between two residential houses and installation of 1,600 linear feet of 24-inch-diameter high density polyethylene (HDPE) pipe along residential streets. Michael's duties included ensuring the contractor established and maintained traffic control per the approved traffic control plan, monitoring and documenting all daily site activities including the contractor's manpower, equipment, and materials; monitoring the contractor's compliance with their shoring plans during excavation along residential streets; and providing public outreach with the surrounding neighborhood.

Regional Transportation Commission, Boulder City, Nevada - I-11 Boulder City Bypass Design-Build, Phase 2***Senior Inspector***

4LEAF provided Construction Management services including inspection oversight, materials testing, construction observation and oversight, environmental compliance, oversight of the Design-Builder's mitigation of NOA, review and monitoring, project management, public relations, utility coordination, maintenance of traffic coordination and surveillance, change order evaluation and recommendations, schedule analysis, claims avoidance, and dispute resolution.

City of North Las Vegas - Losee Road Improvements – Phase 2B Repackage – Craig Road to 215 Beltway***Senior Inspector***

This project involved pavement rehabilitation including crack seal, and overlay; new roadway improvements including pavement, curb, gutter, sidewalk, street lighting, signing, striping, traffic signals, and FAST interconnect; local and regional storm drain systems; utility adjustments; landscaping and aesthetics; and other related items of work.

Clark County Public Works, Las Vegas, Nevada - Sahara Bus Rapid Transit (BRT)***Project Manager/Estimator***

This project constructed a Bus Rapid Transit (BRT) lane on Sahara Avenue from Hualapai Way to Boulder Highway. Work included the construction of a 12-mile rapid transit corridor from Hualapai Way to Boulder Highway and branch extensions to the east and west, solar powered passenger shelters at 51 locations in addition to 22 regular stops, barrier free boarding with ticket vending machines at approximately 41 locations Connection to Deuce (Strip), Strip and Downtown Express Bus Rapid Transit (Resort Corridor) and Boulder Highway Express Bus Rapid Transit premium services as well as to Las Vegas Monorail. This project also included dedicated lanes from Hualapai Way to Rancho Drive and from Paradise Road to Boulder Highway, mixed flow traffic from Rancho Drive to Paradise Road, and off-set sidewalks with landscaping at select stop locations.



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SECTION 4

Company Qualifications

SECTION 4: COMPANY QUALIFICATIONS

4LEAF was established in 1999 and incorporated in 2001 by experienced engineers and seasoned managers with a focus on providing *Professional Engineering, CM, Plan Review, Inspection, Building Department Services, and Environmental Services* to public agencies, government, and private clients with the goal of setting the industry standard for excellent customer service. 4LEAF is a California “C” Corporation and as a medium-sized business, we have approaches to working with clients that are very different from those you might find when working with a large corporation. Rather than trying to be the biggest firm doing everything, our philosophy is to strive to be the best firm providing our clients with outstanding customer service and first-rate engineering services.



During the past 18 years, 4LEAF’s reputation for technical excellence and corporate integrity has allowed us to grow our staff and expand our services into new geographic areas. We currently have multiple offices located throughout California, Nevada, Massachusetts, and Washington and a staff of **more than 250 certified and licensed Engineers, Architects, Resident Engineers, Construction Managers, Inspectors, and Administrative staff** available to serve our clients.

OFFICE LOCATIONS

Bay Area - Corporate Office

2126 Rheem Drive
Pleasanton, CA 94588

Sacramento Office

8896 North Winding Way
Fair Oaks, CA 95628

Southern California Area Office

5140 Birch Street, Suite 200
Newport Beach, CA 92660

Washington Office

1201 Pacific Avenue, Suite 600
Tacoma, WA 98402

New England Office

35 Spaulding Street, 1st Floor
Everett, MA 02149

4LEAF Consulting, LLC

125 E. Reno Ave. Suite 3
Las Vegas, NV 89119

4LEAF KNOWLEDGE / CAPABILITIES

4LEAF maintains a **large database of experienced staff with varied qualifications**. Our staff vary from current full-time staff, idle staff (temporarily between assignments), and pre-qualified staff which include engineers, construction managers, and inspectors who are available subject to client demands.

Construction Management and Inspection

We are very proud of our capabilities to provide a broad array of inspection talent throughout the industry. **4LEAF staff wear “multiple hats”** and are qualified to perform a wide variety of services for a wide range of projects. Our construction managers and inspectors come from diverse backgrounds and possess varying formal education degrees and certifications and on-the-job training. Whether its large projects, large municipal jurisdictions, private clients, or even daily assignments, 4LEAF has the **depth of resources** to provide the right construction managers and inspectors to fit the needs of the project.

Having worked with many public agencies and private owners, we know how to accomplish the roles of construction managers and inspectors on projects of all sizes, durations, and complexities from conception to completion. We realize it’s not an easy task. Procedures must be followed and documentation must be maintained in order to properly document and close out a project. We are not satisfied with just knowing how to do our job; we want to continue to improve our efficiency. 4LEAF is dedicated to improving the effectiveness of our methodology which will assist you in achieving your goals.

Federal Funding Experience

4LEAF has managed projects with various public and private funding sources. 4LEAF has managed many federally-funded projects and understands the requirements of the Caltrans funding and documentation and following the Caltrans Local Assistance Procedures Manual (LAPM). Attention to detail, documentation, and record keeping are essential elements in the financial management of a federally-funded project. We understand federally-funded projects must comply with mandated Equal Employment Opportunity (EEO), Disadvantaged Business Enterprise (DBE), and labor compliance requirements. We understand the importance of preparing “audit-proof” documentation and filling out the project review checklists completely. We have experience in making sure all our documentation is complete, so if an audit does occur, we have the proper documentation to answer any audit question.

SUBCONSULTANTS

CONTRACTOR COMPLIANCE AND MONITORING – LABOR COMPLIANCE

4LEAF's team firm, CCMI will provide certified payroll compliance. CCMI has been providing labor compliance monitoring for over 17 years. They are complete and accurate in review of CPRs, fringe benefits, training contributions, shift, overtime and weekend work, holiday work and travel and subsistence. They also check for DAS-140, DAS-142 and apprenticeship compliance. CCMI's president, Deborah Wilder, is a licensed attorney and has both prosecuted and defended cases before the DIR.

CCMI has performed work for the Marin County Parks District, Las Gallinas Valley Sanitary District, the cities of Santa Clara, Sunnyvale and Campbell, Alameda and San Mateo County Housing Authorities, San Mateo and Napa County Public Works Departments and more.

ALLIANCE OUTREACH, LLC – PUBLIC OUTREACH

Alliance is a full-service public relations firm dedicated to connecting clients to their communities. Their proven communication strategies focus on information gathering and sharing, relationship-enhancing and support-building for projects that will ultimately enrich the community. As a California certified **Small Business Enterprise (SBE)**, **Disadvantaged Business Enterprise (DBE)**, and a **Women Business Enterprise (WBE)**, the team specializes in public outreach with an emphasis in community relations, construction outreach and educational and conservation campaigns.

Alliance was founded in 2017 by Jill DeCriscio, who has 25 years of experience in developing and implementing public outreach programs for public agencies through her work as a successful community relations professional, former co-owner of another public relations firm for 10 years, and now sole-owner of Alliance. Located in Orange, California, Alliance's mission is to create successful alliances with our clients, stakeholders, project teams and the community by effectively informing and educating the public in order to build support for projects that enrich communities.

The Alliance team has experience developing and implementing successful community, educational and conservation public outreach campaigns and high-profile construction outreach programs for more than 60 transportation, water, sewer and recycled water projects across Southern California, including water/sewer/recycled water pipelines, well construction and equipping projects, pump and lift stations, reservoirs, automatic meter installations, pressure reducing stations, treatment plants, valve replacement and pavement rehabilitation projects.

The Alliance Outreach team has had the privilege of working with numerous jurisdictions and districts including the City of Anaheim; City of Burbank; City of Corona; City of Dana Point; City of Newport Beach; Elsinore Valley Municipal Water District; Metropolitan Water District of Southern California, Mesa Water District; Orange County Sanitation District; Orange County Water District; South Coast Water District; Valley Construction Management; Water Replenishment District of Southern California, and West Basin Municipal Water District.

FENAGH ENGINEERING AND TESTING – MATERIALS TESTING AND SPECIAL INSPECTIONS

Fenagh's local office and full-service laboratory is located in Rancho Cucamonga and provides geotechnical engineering, special inspections, and material testing services for public and private agencies throughout Southern California. Fenagh was founded to meet clients' universal need for a responsive engineering and inspection consultant. Fenagh's team of licensed engineers, inspectors, and technicians, experienced in civil and public works construction, will provide thorough daily reports and accurate laboratory results as well as detailed project management through monthly reviews of budgets and invoices and customized billing. Fenagh has established customer-focused procedures, producing efficient, and hands-on project management. Fenagh's budget-conscious management style will allow the City to monitor the project's budget while covering all aspects of required inspections per approved plans and specifications; city and county, state and special rules and regulations; and applicable Caltrans and ASTM requirements.



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SECTION 5

References



SECTION 5: REFERENCES

City of Cupertino Apple Campus 2 Public Works Mitigation Improvement Projects

Client Name: City of Cupertino
Client Contact: Chad Mosley, P.E.
Client Telephone: (408) 777-7604
Client Address: 10300 Torre Ave,
Cupertino, CA
Email: chadm@cupertino.org

City of Mill Valley Miller Avenue Streetscape and Underground Utility Improvement Project

Client Name: City of Mill Valley
Client Contact: Andrew Poster, P.E., T.E. - DPW
Client Telephone: (415) 384-4800
Client Address: 26 Corte Madera Avenue
Mill Valley, CA
Email: Aposter@cityofmillvalley.org

City of Pacifica Palmetto Avenue Streetscape Project

Client Name: City of Pacifica
Client Contact: Lee Panza, P.E. (retired)
Client Telephone: (415) 710-3022
Client Address: 170 Santa Maria Ave.
Pacifica, CA
Email: ljpanza@sbcglobal.net



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SECTION 6

City's Standard Professional Services Agreement



SECTION 6: CITY'S STANDARD PROFESSIONAL SERVICES AGREEMENT

4LEAF has reviewed the City's Standard Professional Services Agreement and will comply with all aspects of the Agreement.



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SECTION 7

City's Standard Insurance Requirements



SECTION 7: CITY'S STANDARD INSURANCE REQUIREMENTS

4LEAF has reviewed the City's Standard Insurance Requirements and will comply with all aspects of the Agreement.



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SECTION 8

Other Information

SECTION 8: OTHER INFORMATION

City of Mill Valley Miller Avenue Streetscape and Underground Utility Improvement Project

4LEAF provided CM and Inspection services to the City of Mill Valley for this multiple **award winning** \$13.5M capital improvement project that has dramatically improved multi-modal movements for pedestrians, bicyclists, and motor vehicles. It installed new underground utilities; rehabilitated asphalt pavement; and replaced sidewalks, utility boxes, streetlights, and landscaping to beautify more than two miles of Miller Avenue. Some project components included:



- 6-inch and 12-inch *welded steel waterlines* and 4-inch laterals
- **Full-Depth Reclamation (FDR) Asphalt Paving Method; Cold-in-Place (CIR) Asphalt Paving Method**
- **Pipe bursting** Sanitary Sewer Installation; **Cured-in-Place** Pipe Sanitary Sewer Installation

This project was segregated into two separate projects because of funding sources. 4LEAF provided separate documentation to accommodate the *Federally-Funded* project, which was at north end of Miller Avenue and included concrete sidewalk, curb, gutters and curb ramps.

As the largest Public Works project ever undertaken by the City of Mill Valley in the heart of its downtown district, the project garnered a large amount of attention from stakeholders. The City is well known as being home to residents who are heavily involved in city issues. 4LEAF was formally recognized and commended by elected officials, city staff, multiple residents, and businesses for creating a very positive construction environment through 4LEAF's full-time on-site presence and availability in coordinating issues specific to traffic, parking, safety, pedestrians, and businesses.

Services performed by 4LEAF included:

- Close collaboration, led by the CM team, between the City staff, design firm, construction contractor, and 4LEAF's subconsultants for materials testing/special inspection and schedule management.
- Extensive daily public outreach and communications with downtown business owners concerning issues such as access to their properties; collecting daily photographs of construction activities.
- Managing project documentation according to **LAPM** requirements as required for federal funds.

City of Pacifica Palmetto Avenue Streetscape Project

4LEAF provided Construction Management and Inspection services for the **federally-funded** Palmetto Avenue Streetscape Project. Improvements included concrete and planter area bulb-outs, crosswalks, ADA accessible ramps, street lights, landscaping, bike racks, bicycle lanes, a recycled water irrigation system, and new pavement resurfacing in order to enhance the safety and visual aesthetics of the City's downtown shopping district. The majority of the irrigation was installed using jack-and-bore methods. The project was located in downtown Pacifica, one block off the Pacific Ocean, and surrounded by businesses and residences with heavy pedestrian and vehicle traffic. This required daily communication with affected businesses and residents regarding the construction schedule and location of construction activities, as well as continual ongoing monitoring of the contractor's traffic control.



Services performed by 4LEAF included:

- Extensive daily public outreach and communications with downtown business owners concerning issues such as access to their properties; collecting daily photographs of construction activities.
- Managing project documentation according to **LAPM** requirements as required for federal funds.
- Providing daily inspections and daily report documentation of job related activities.



4LEAF, INC.

ENGINEERING • CONSTRUCTION MANAGEMENT
BUILDING INSPECTION • PLAN CHECK

APPENDIX A

Federal Forms

EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: City of Huntington Park 2. Contract DBE Goal: 15%
 3. Project Description: CIP 2016-01 ATP Cycle II Uncontrolled Crosswalk Pedestrian Safety Enhancement Project ATPL-5150(012)
 4. Project Location: Huntington Park, CA
 5. Consultant's Name: 4LEAF, Inc. 6. Prime Certified DBE: ☐

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Alliance - Public Outreach Services	2006538	Jill DeCriscio - 1940 North Tustin St., Suite 111, Orange CA 92865 (714-855-1771)	9.6
CCMI - Labor Compliance Services	38752	Debra Wilder - 635 Mariners Island Blvd, Suite 200, San Mateo, CA 94404 (650-522-4403)	3.8
Local Agency to Complete this Section		11. TOTAL CLAIMED DBE PARTICIPATION	13.4 %
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____ 20. Consultant's Ranking after Evaluation: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. _____ _____ _____			
IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.  12. Preparer's Signature Gene Barry 14. Preparer's Name Vice President - 4LEAF 16. Preparer's Title		13. Date 10/15/2019 15. Phone 925-462-5959	

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
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4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____
--	--

6. Federal Department/Agency: 8. Federal Action Number, if known: 10. Name and Address of Lobby Entity (If individual, last name, first name, MI) (attach Continuation Sheet(s) if necessary)	7. Federal Program Name/Description: CFDA Number, if applicable _____ 9. Award Amount, if known: 11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI) (attach Continuation Sheet(s) if necessary)
--	--

12. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	14. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input checked="" type="checkbox"/> f. other, specify <u>none</u>
--	--

13. Form of Payment (check all that apply): <input checked="" type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____	15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12: (attach Continuation Sheet(s) if necessary)
--	---

16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/>	17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
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Signature: _____ Print Name: <u>Gene Barry</u> Title: <u>Vice President</u> Telephone No.: <u>925-462-5959</u> Date: <u>10/15/2019</u>	Authorized for Local Reproduction Standard Form - LLL
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EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____
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6. Federal Department/Agency: _____ 8. Federal Action Number, if known: _____ 10. Name and Address of Lobby Entity (If individual, last name, first name, MI) _____ (attach Continuation Sheet(s) if necessary)	7. Federal Program Name/Description: _____ CFDA Number, if applicable <u>na</u> 9. Award Amount, if known: _____ 11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI) _____ (attach Continuation Sheet(s) if necessary)
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12. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	14. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input checked="" type="checkbox"/> f. other, specify _____
--	--

13. Form of Payment (check all that apply): <input checked="" type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____	15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12: (attach Continuation Sheet(s) if necessary)
--	---

16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
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Signature: _____ Print Name: <u>Jonathan Felts</u> Title: <u>VP</u> Telephone No.: <u>925-403-4747</u> Date: <u>10/11/19</u>	Authorized for Local Reproduction Standard Form - LLL
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EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____	
6. Federal Department/Agency: _____	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: _____	
10. Name and Address of Lobby Entity (If individual, last name, first name, MI) <div style="text-align: center; font-size: 1.2em; margin-top: 10px;">None</div> (attach Continuation Sheet(s) if necessary)	11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI) <div style="text-align: center; font-size: 1.2em; margin-top: 10px;">None</div> (attach Continuation Sheet(s) if necessary)	
12. Amount of Payment (check all that apply) \$ <u> </u> <input type="checkbox"/> actual <input type="checkbox"/> planned	14. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify <u>None</u>	
13. Form of Payment (check all that apply): <input checked="" type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____		
15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12: (attach Continuation Sheet(s) if necessary)		
16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> Federal Use Only: <u>Contractor Compliance and Monitoring, Inc.</u> </div> <div style="width: 45%;"> Signature: <u>Deborah E G Wilder, President</u> Print Name: <u>Deborah E G Wilder</u> Title: <u>President</u> Telephone No.: <u>650 522-4403</u> Date: <u>9-30-2019</u> </div> </div> <div style="text-align: right; margin-top: 10px;"> Authorized for Local Reproduction Standard Form - LLL </div>		

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

December 17, 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 SUBMIT A LETTER OF INTEREST TO THE LOS ANGELES METROPOLITAN TRANSPORTATION AUTHORITY TO APPLY FOR THE STATE ACTIVE TRANSPORTATION PROGRAM CYCLE V

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve staff to prepare and submit an official Letter of Interest to the Los Angeles Metropolitan Transportation Authority to receive assistance on the State Active Transportation Program Cycle V grant application; and
2. Authorize City Manager to sign the Letter of Interest.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The application for Cycle V of the State Active Transportation Program is anticipated to be announced by the California Transportation Commission (CTC) in Spring 2020. The Active Transportation Program (ATP) has funded over 800 active transportation projects across the state benefiting both urban and rural areas. The purpose of ATP is to encourage increased use of active modes of transportation by achieving the following goals:

- Increase safety and mobility for non-motorized users
- Advance the active transportation efforts of regional agencies to achieve Greenhouse Gas (GHG) reduction goals, pursuant to SB 375 (of 2008) and SB 341 (of 2009)
- Enhance public health
- Ensure that disadvantaged communities fully share in the benefits of the program
- Provide a broad spectrum of projects to benefit many types of active transportation users.

Cycle V will award \$445M in ATP funding made up of Federal funding, State SB1 and State Highway Account (SHA) funding. The funding/programming years are expected to

CONSIDERATION AND APPROVAL TO SUBMIT A LETTER OF INTEREST TO THE LOS ANGELES METROPOLITAN TRANSPORTATION AUTHORITY TO APPLY FOR THE STATE ACTIVE TRANSPORTATION PROGRAM (ATP) CYCLE V

December 17, 2019

Page 2 of 3

include fiscal years 2022-2025. Metro staff will select projects for grant assistance according to the following Metro Board-adopted priorities:

- 75% of overall grant assistance directed to first/last projects
- 25% of overall grant assistance directed to other ATP-eligible projects that advance other Metro plans/priorities
- First priority: project sponsors that have resource/technical limitations that would hinder submission of a complete competitive application
- Second priority: among project sponsors that do not have resource/technical limitations, priority will be given to project sponsors that have an adopted Complete Streets policy or other qualifying document

The ATP application process is rigorous and requires a significant commitment of local agency effort. Agencies must complete the LOI form by Friday, December 20, 2019 to be considered for grant assistance. The following timeline contains key deadlines:

December 20, 2019	Deadline for LOI submittal to Metro
January 23, 2020	Metro notifies selected project sponsors
February 7, 2020	Deadlines for project sponsors to provide: 1. Detailed engineer's cost estimate 2. List of public agencies involved with the project planning, and a summary of engagement activities with other agencies 3. Documentation of public engagement/outreach activities associated with this project 4. Description of the alternatives considered in selecting the project 5. If project has previously been submitted through other similar grant programs, provide the project files for the original application and subsequent project work
February 17 – March 26, 2020	Consultants and project sponsors meet
March 26, 2020	ATP Cycle V Call for Projects (tentative); deadline to provide: 1. Photos of existing conditions 2. GIS files related to the project 3. Bicycle/pedestrian counts for the project area 4. Ridership/user projections 5. Conceptual plans or renderings of the project 6. Preliminary plans and maps 7. Web links, electronic copies, or hard copies of approved plans, technical studies, master plans or environmental studies related to or referencing the project
May 1, 2020	Deadline to provide:

CONSIDERATION AND APPROVAL TO SUBMIT A LETTER OF INTEREST TO THE LOS ANGELES METROPOLITAN TRANSPORTATION AUTHORITY TO APPLY FOR THE STATE ACTIVE TRANSPORTATION PROGRAM (ATP) CYCLE V

December 17, 2019

Page 3 of 3

	<ol style="list-style-type: none">1. For infrastructure projects, project layout plans and/or maps that show:<ol style="list-style-type: none">a. Changes to existing motorized/non-motorized lane and shoulder widthsb. Agency's right-of-way (ROW) lines when permanent or temporary ROW impacts are possiblec. Caltrans', Railroad, and all other government agency ROW lines as appropriate2. For infrastructure projects, existing and proposed cross sections that show dimension changes in lane widths, right-of-way lines, side slopes, etc.
--	--

If any project sponsors fail to submit materials by the deadlines, their slots will be offered to other sponsors with high-ranking LOIs. City's staff's objective is to include the City Council and Administration on the specific projects that will enhance pedestrian safety and increase Safe Routes to School awareness. The City is a recipient of ATP Cycle II, III and IV grants.

FISCAL IMPACT/FINANCING

There is no fiscal impact associated with the submittal of the Letter of Interest.

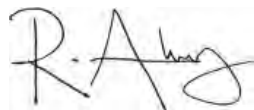
CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



RAUL ALVAREZ
Assistant City Manager

ATTACHMENT(S)

A. Metro ATP Cycle 5 Grant Assistance Letter of Interest Form

ATTACHMENT “A”

Metro ATP Cycle 5 Grant Assistance Letter of Interest Form

All responses must be submitted using this form by December 20, 2019.

Please download this PDF document to prepare your answers offline prior to filling out the form.

For questions regarding the Letter of Interest, please contact Shelly Quan at 213-922-3075 or quans@metro.net.

Project Sponsor Information

1. Implementing Agency
2. Implementing Agency Point of Contact (person who can answer questions about this LOI and the project)
 - a. Name
 - b. Title
 - c. Department
 - d. Email address
 - e. Phone number
3. Partner Agency(ies)
 - a. Agency Name
 - b. Agency Name
 - c. Agency Name
4. Have you given up an ATP grant or had funds lapse within the past two years? (Y/N)
5. If yes, please explain whether there were unforeseen circumstances that were beyond your control. (250 word limit)
6. For non-city agencies/organizations only: Please explain any resource and/or technical limitations that your agency/organization has that would hinder submission of a complete and competitive ATP application. (250 word limit)
7. Is your agency compliant with Metro's [Complete Streets Policy](#)? (Y/N)
8. If yes, attach one of the following to demonstrate compliance:
 - a. An adopted Complete Streets Policy
 - b. An adopted City Council Resolution supporting Complete Streets
 - c. An adopted General Plan consistent with the Complete Streets Act of 2008

Project Information

1. Project Title
2. Project Location: Convey limits in terms of road names, intersection cross street names, and/or geographical references of where the project is located (50 word limit)
 - a. Examples: *"On Elm St between Oak Ave and Cherry Blvd"* or *"Various intersections along Elm St between Oak Ave and Cherry Blvd"*
3. Attach a map that clearly shows the project route and/or improvement locations. A digital map made in Google maps or ArcGIS is preferred.
4. Will this project be adjacent to and/or on Metro Right-of-Way? (Y/N)
5. Project Scope : Provide a clear and concise explanation of the types of work and/or major elements that are proposed. Specify bicycle facility type(s) (e.g. Class I, II, III, IV), pedestrian facility type(s) (e.g. sidewalks, bulb-outs, curb ramps), and other elements (e.g. lighting, wayfinding, landscaping) as applicable. (250 word limit)
6. Project Feasibility

- a. Will this project remove traffic lanes and/or vehicle parking? (Y/N)
 - b. Has an engineer performed a field walk or similar review of the proposed project and location to ensure its technical feasibility? (Y/N)
 - c. Are there any potential issues for future project delivery (e.g. Caltrans' right-of-way, environmental clearance, street width, historical sites, etc.)? (Y/N)
 - i. If yes, what are they and how do you plan to address them? (250 word limit)
7. Expected Project Benefits
 - a. Describe the destinations that will become more accessible because of the project. (250 word limit)
 - b. Describe any infrastructure gaps that the project will close. (250 word limit)
8. Project Funding: grant assistance will only be offered to projects with an ATP funding request over \$1 million, except for projects that will develop bicycle, pedestrian, or other types of active transportation plans in a disadvantaged community where no plan currently exists in the jurisdiction.
 - a. Total project cost (10 characters)
 - b. ATP funding request (10 characters)
9. Project Schedule (anticipated or actual)
 - a. Environmental
 - i. Start (MM/YYYY)
 - ii. End (MM/YYYY)
 - b. Design/engineering
 - i. Start (MM/YYYY)
 - ii. End (MM/YYYY)
 - c. Right-of-way
 - i. Start (MM/YYYY)
 - ii. End (MM/YYYY)
 - d. Construction – infrastructure
 - i. Start (MM/YYYY)
 - ii. End (MM/YYYY)
 - e. Construction – non-infrastructure
 - i. Start (MM/YYYY)
 - ii. End (MM/YYYY)

Fit with Metro Plans and Initiatives

1. First/Last Mile: select all that this project helps implement. (First/Last Mile projects surrounding future/under construction Metro Rail stations should be completed in accordance to an adopted First/Last Mile Plan.)
 - a. [Active Transportation Strategic Plan](#)
Note: If a transit stop/station in your project area is not one of the 661 transit stations targeted for first/last mile improvements in the Active Transportation Strategic Plan, Metro will consider it eligible if there are documented daily boardings over 800.
 - b. [Aviation/96th St Station \(Airport Metro Connector\) First/Last Mile Plan](#)
 - c. [Blue Line First/Last Mile Plan](#)
 - d. [Inglewood First/Last Mile Plan](#)
 - e. [Gold Line Foothill Extension 2B First/Last Mile Plan](#)
2. Other Metro Active Transportation Plans/Initiatives: select all that this project helps implement.
 - a. [LA River Path](#)
 - b. [Rail to River](#)
 - c. [I-710 Active Transportation Corridor](#)

- d. [Twenty-Eight by '28 Initiative](#)
 - e. [Connect US Action Plan](#)
 - f. [Regional Bike Share Implementation Plan](#)
 - g. [Safe Routes to School Initiative](#)
 - h. [Transit to Parks Strategic Plan](#)
 - i. [Transit-Oriented Communities Policy](#)
 - j. [Metro Active Transport, Transit, 1st/Last Mile \(MAT\) Program](#)
 - k. Other Metro plan/policy/initiative
3. Explain how the project supports the selected plans/initiatives. (250 word limit)

Disadvantaged Community Status

1. To determine the project's location within a disadvantaged community:
 - a. CalEnviroScreen 3.0 disadvantaged community or low income community, draw the project location/area on the map linked here:
<https://ww3.arb.ca.gov/cc/capandtrade/auctionproceeds/lowincomemapfull.htm> (You may print the map and draw in the project location/area.)
 - b. For Safe Routes to School projects only: instead of the CalEnviroScreen and low income community map, you may list the percentage of students eligible for Free or Reduced Price Meals (FRPM) for all public K-12 schools in the project area using the 2018-19 data found [here](#).
 - c. Attach the map or list.
2. If all or a portion of this project is located within or directly connects to a disadvantaged community, describe the disadvantaged community and what benefit the project will provide to the disadvantaged community. (250 word limit)

Public Engagement/Support

1. Have you conducted public meetings for the proposed project? (Y/N)
 - a. If yes, how many meetings?
 - b. How were they scheduled and organized to ensure broad representation and participation of residents and other stakeholders, including any disadvantaged community members that will be served by the project? (250 word limit)
2. Documentation of Community Outreach: select all available/completed for this project
 - a. Surveys (e.g. surveys of parents/students, residents, or business owners)
 - b. Demonstration project (for this specific project or a similar one)
 - c. Technical advisory committee
 - d. Other record of public support of the project
3. Is the proposed project/alignment specifically listed in an adopted plan? (Y/N)
 - a. If yes, attach the page of the plan that mentions the project.
4. If public engagement has not yet been conducted for this project, will significant outreach be conducted by March 2020? If the project is located within or will benefit a disadvantaged community, be specific about the outreach planned to the disadvantaged community. (250 word limit)

Project Readiness

Check all of the following that has been completed *or will be available for the project by **March 2020***. If selected to receive grant assistance, the project sponsor will be required to submit the checkmarked items to the Metro consultant. Starred items are required as part of the ATP application. The project sponsor will be required to produce them if they are not already completed or available by March 2020.

1. Prior grant application to ATP or other grant program(s), including the Metro Call for Projects
2. Bicycle and/or pedestrian counts in project area or parallel area*
3. Estimate of projected users
4. Feasibility study
5. Photos of existing conditions
6. Completed environmental document (CEQA and/or NEPA)
7. Final (100%) design
8. Project layout plan/map which shows existing and proposed conditions including street widths and ROW lines*
9. Typical cross-sections which show existing and proposed conditions including street widths, ROW lines, side slopes, etc.*
10. Detailed cost estimate*
11. None of the above

Metro Bike Map Update

This section is optional and will not affect evaluation of the LOI for grant assistance.

Metro is updating the countywide bike map and would appreciate local agencies' assistance with obtaining the most up-to-date data. Please consider supporting this effort by attaching the latest GIS shape files of the bikeways in your jurisdiction. Alternative data files that include information and/or depictions of existing alignments, limits, and types of bikeways (e.g. PDF map, spreadsheet listing the bikeways including street name, limits, bikeway type) are also welcome.



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

December 17, 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 AWARD AN AGREEMENT FOR THE DESIGN OF CIP 2019-07 WATER MAIN REPLACEMENT PROJECT – HILL STREET AND CUDAHY STREET

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve award of agreement to Infrastructure Engineers for the design of CIP 2019-07 Water Main Replacement Project – Hill Street and Cudahy Street for a not-to-exceed amount of \$299,574 from Account No. 681-8030-461.76-09; and
2. Authorize City Manager or designee to execute the agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

At the October 1, 2019 City Council meeting, City staff was given the directive to publish a Request for Proposals (RFP) for the design of CIP 2019-07 Water Main Replacement Project – Hill Street and Cudahy Street. The Water Main Replacement Project will replace old and problematic water mains to increase system reliability and improve water circulation to enhance public health. The water infrastructure improvements include the reconnection of the water service laterals to the new main, replacing old pipes with new stronger material and upgrading water services, fire hydrants, valves and the replacement of aging water meters. Identified as a priority in the current budget cycle was the replacement and upgrades to the City's water main for the following street segments:

Street Name	Beginning Location	Ending Location
Hill Street	State Street	Salt Lake Avenue
Cudahy Street	State Street	Salt Lake Avenue

On October 31, 2019, the City Clerk's Office published an RFP in the local newspaper of general circulation and Public Work' posted the RFP on the City's website and other forms of electronic media. The RFP provided the guidance expected of professional engineering

CONSIDERATION AND APPROVAL TO AWARD AN AGREEMENT FOR THE DESIGN OF CIP 2019-07 WATER MAIN REPLACEMENT PROJECT – HILL STREET AND CUDAHY STREET

December 17, 2019

Page 2 of 3

firms that perform similar type work. The design scope of work includes preparing plans, specifications and engineer's estimate (PS&E) in preparation for the solicitation of bids from professionally licensed paving contractors.

The City solicited proposals from qualified firms and the date to submit proposals was November 20, 2019. Staff received three (3) proposals in response to the RFP, proposals were assessed according to the evaluation criteria listed in the RFP. The following three engineering firms submitted proposals:

Company Name	Proposal Cost
Infrastructure Engineers	\$299,574
SA Associates	\$336,000
CWE	\$439,355

Based on the evaluation, staff recommends to award Infrastructure Engineers with the professional services agreement upon demonstration competence and qualifications for this type of service.

LEGAL REQUIREMENT

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.

FISCAL IMPACT/FINANCING

The adopted Fiscal Year 2019-20 Capital Improvement Program budget allocated \$4,600,000 from Account No. 681-8030-461.76-09 for the Replacement of Water Mainlines. Staff's recommendation is to allocate \$299,574 to Infrastructure Engineers for the design of this project.

CONCLUSION

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

Respectfully submitted,

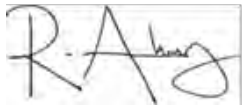


RICARDO REYES
City Manager

**CONSIDERATION AND APPROVAL TO AWARD AN AGREEMENT FOR THE DESIGN
OF CIP 2019-07 WATER MAIN REPLACEMENT PROJECT – HILL STREET AND
CUDAHY STREET**

December 17, 2019

Page 3 of 3

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

RAUL ALVAREZ
Assistant City Manager

ATTACHMENT(S)

- A. Infrastructure Engineers – Agreement
- B. SA Associates Proposal
- C. CWE Proposal

ATTACHMENT “A”



PROFESSIONAL SERVICES AGREEMENT

(Infrastructure Engineers: design of CIP 2019-07 Water Main Replacement Project – Hill Street and Cudahy Street

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this **December 17, 2019** (hereinafter, the “Effective Date”), by and between the CITY OF HUNTINGTON PARK, a municipal corporation (“CITY”) Infrastructure Engineers (hereinafter, “CONSULTANT”). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term “Parties.” The capitalized term “Party” may refer to CITY or CONSULTANT interchangeably.

RECITALS

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

WHEREAS, on December 17, 2019, the Huntington Park City Council at its Regular Meeting of December 17, 2019 approved the Professional Services Agreement to the CONSULTANT to provide the design of CIP 2019-07 Water Main Replacement Project – Hill Street and Cudahy Street ; and

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

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

WHEREAS, the execution of this Agreement was approved by the Huntington Park City Council at its Regular Meeting of December 17, 2019.

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

I.
ENGAGEMENT TERMS

- 1.1 SCOPE OF SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in that certain document entitled "Scope of Services" and attached hereto as **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and work necessary to competently perform and timely complete the services and tasks as set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 TERM: This Agreement shall have an initial term of one (1) year commencing from the Effective Date unless terminated as provided elsewhere in this Agreement (hereinafter, the "Term"). Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as further set out herein.
- 1.3 COMPENSATION: During the term of this Agreement and any extension term provided herein, CONSULTANT shall perform the Services set forth in Section 1.2 above, at the rates of compensation set forth in the Rate Schedule reflected in **Exhibit "A"**. Subject to the CPI Index Adjustment section of **Exhibit "A"**, CONSULTANT further agrees that the total compensation for the Work shall not exceed the sum total of \$299,574 DOLLARS (hereinafter, the "Base Fee"). CONSULTANT shall not exceed the Contract Price unless such added expenditure is first approved by the CITY Council acting in consultation with the City Manager. In the event CONSULTANT's charges are projected to exceed the Contract Price prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT's performance of any additional Work outside the Work as defined in Exhibit A, pending CITY approval of any anticipated expenditures in excess of the Contract Price or any other CITY-approved amendment to the compensation terms of this Agreement.
- 1.4 PAYMENT OF COMPENSATION: On the first of each month, CONSULTANT shall submit to CITY an itemized invoice for that month's Base Fee and indicating the additional services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall pay any undisputed amounts. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. CITY shall not withhold

applicable taxes or other authorized deductions from payments made to CONSULTANT.

- 1.5 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the reasonable right to access and examine such records, without charge. CITY shall own and further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT shall deliver to CITY immediately and without delay, all written materials, including any electronic communications, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II. PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager (hereinafter, the "CITY Representative") to act as its representative for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representative or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representative or their designee.
- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates [WHO CONSULTANT DESIGNATES] to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his professional skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall constitute notice to CONSULTANT. CONSULTANT may, by written notice to CITY, advise CITY of any change in CONSULTANT Representative.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the

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

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

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

The Parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with its obligation set out herein or failure on the part of CONSULTANT's employees, agents, CONSULTANTS, subCONSULTANTS and subconsultants to fulfill its obligations herein. Such effort by CONSULTANT to correct any errors or omissions shall be commenced as soon as reasonably practicable upon their discovery or notice by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing, in accordance with applicable industry standards. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience

necessary to perform the Work skillfully, competently and in accordance with applicable industry standards of CONSULTANT's profession.

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

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

- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, CONSULTANTS, subCONSULTANTS or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, CONSULTANTS, subCONSULTANTS or subconsultants fail or refuse to perform the Work in accordance with this Agreement, such officer, employee, agent, CONSULTANT, subCONSULTANT or subconsultant shall be promptly removed by CONSULTANT and shall not be reassigned to perform any of the Work.
- 2.8 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements. To the extent that any changes in applicable law result in an increase in CONSULTANT's cost of performance, the Parties shall negotiate in good faith to reach a mutually agreeable price adjustment. Should the Parties fail to reach such an agreement within 30 days (or such other agreeable time period) of CONSULTANT's notice to CITY of its increased cost of performance, either Party may terminate this Agreement upon 60 days' written notice.
- (a) In the event that water treatment violations occur following the effective date of this Agreement, subject to Sub-Section (b) below and the applicable Force Majeure provisions, the CONSULTANT shall, in respect of violations that may be imposed by Applicable Law and to the extent due to CONSULTANT's fault, be responsible for: fines, penalties, or damages. Prior to settlement or payment of any such fines, penalties or damages, the CONSULTANT reserves the right to contest government or private actions, suits or proceedings for violations through administrative procedures or otherwise.
- (b) To the extent that violations of applicable laws, rules, regulations or permits are caused by failures in the facilities or causes beyond CONSULTANT's control, including the CITY's failure to approve recommended repairs or maintenance, CONSULTANT will use its professional efforts to maximize performance of the Facilities but shall not be responsible for associated violations or damages, fines or penalties which result.
- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subCONSULTANT, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. INDEPENDENT CONSULTANT STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent CONSULTANTS and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent

acts and/or omissions of its employees, agents, CONSULTANTs, subCONSULTANTs and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

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

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

III. INSURANCE

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

- A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
- B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto) or if CONSULTANT does not own or lease automobiles, Hired and Non-Owned Automobile Liability shall be accepted. Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.

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

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

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

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

3.5 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT (except Professional Liability and Workers' Compensation) shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.

3.6 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subCONSULTANTS or subconsultants from waiving the right of

subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.

- 3.7 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to this Agreement subject to Paragraph 4.2 and 4.3. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with protection as set forth herein and to the extent possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 Work of CONSULTANT's Design Professionals Services: The duty to indemnify and hold harmless as set forth under this subsection shall apply to the negligence, recklessness or willful misconduct of any individual who qualifies as a "design professional" within the meaning of subsection (c)(2) of section 2782.8 of the California Civil Code in so far as such negligence, recklessness or willful misconduct occurs in the performance work or activities that must be performed by a "design professional." Subject to the limitation of the preceding sentence, to the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless the CITY 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) to the extent caused by the negligence, recklessness, or willful misconduct of CONSULTANT or any of CONSULTANT's officers, employees, servants, agents, CONSULTANTS, subCONSULTANTS or authorized volunteers or any other person or entity for whom CONSULTANT is legally liable in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of

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

- 4.3 Work of All Other Persons/Non-Design Professionals: Except as otherwise provided under Section 4.2 of this Article, above, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other reasonable costs and fees of litigation) of every nature to the extent caused by CONSULTANT's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, CONSULTANTS, subCONSULTANTS or subconsultants or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnify, defend or hold harmless for liability, loss, suit, damage, expense, or cost to the extent caused by the negligence or willful misconduct of any or all of the City Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this subsection is intended to encompass liabilities, losses, damages, expense and costs not otherwise subject to subsection 4.2, above.
- 4.4 CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.5 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.

- 4.6 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subCONSULTANT or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT acknowledges that its obligations under Sections 4.2 and 4.3 apply.
- 4.7 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.8 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: Except for the first two years of this Agreement, either Party may, by written notice to the other, immediately terminate this Agreement at any time for convenience and without cause by giving written notice to Consultant of such termination, which notice shall specify the effective date of such termination, which effective date shall not be less than 90 days from the written notice. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party

(hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

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

- i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
- ii. Within thirty (30) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 30-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 30-day cure period.

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

or observe any material covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.
- D. Either Party may also immediately suspend performance under this Agreement pending the Defaulting Party's cure of any Event of Default by giving said Party written notice of the Party's intent to suspend performance (hereinafter, a "Suspension Notice"). A Party may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT in accordance with this Agreement up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon a thirty (30) day written notice to CONSULTANT, the CITY may terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;

- iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
- iv. The CITY may exercise any other available and lawful right or remedy.

G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: So long as CONSULTANT has been paid pursuant to this Agreement for the Work resulting in such Documents and Data, all Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all materials, equipment, reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no additional cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subCONSULTANTS and subCONSULTANT working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subCONSULTANT or subCONSULTANT as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement. CITY acknowledges that the Documents and Data are intended solely in connection with the Project for which

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

- 6.2 **CONFIDENTIALITY:** All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 **FALSE CLAIMS ACT:** CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.
- 6.4 **NOTICES:** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

Infrastructure Engineers
3060 Saturn Street, Suite 250
Brea, CA 92821
Phone: (714) 940-0100
Attn: Steve Forster, Senior V.P.

CITY:

City of Huntington Park
Public Works
6550 Mile Avenue
Huntington Park, CA 90255
Attn: Raul Alvarez, Assistant City
Manager
Phone: (323) 582-6161

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

- 6.5 **COOPERATION; FURTHER ACTS:** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

- 6.6 SUBCONTRACTING: CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subCONSULTANTS), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement with the exception of provisions relating to insurance requirements and indemnification.
- 6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other CONSULTANTS in connection with the various projects worked upon by CONSULTANT.
- 6.8 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, the venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.20 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the two remaining counterparts shall remain with the City for archiving and day-to-day reference by the department responsible for administering the Agreement on the City's behalf.
- 6.21 Notwithstanding any provision to the contrary contained in this Agreement, in no event shall either party be liable for punitive damages.
- 6.22 FORCE MAJEURE: A party's performance of any obligation under this Agreement shall be excused if, and to the extent that, the party is unable to perform

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

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF HUNTINGTON PARK:

By: _____
Ricardo Reyes
City Manager

INFRASTRUCTURE ENGINEERS

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT “A”
SCOPE OF WORK
(SEE ATTACHED)

Proposal for
**Professional Design and Construction
Management Services for
Water Main Replacement Project
(CIP No. 2019-07)**

December 4, 2019



Prepared for
**City of
Huntington Park**



**INFRASTRUCTURE
ENGINEERS**



December 4, 2019

Cesar Roldan, Engineering Services Manager
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Subject: Proposal for Professional Design and Construction Management Services for Water Main Replacement Project (CIP No. 2019-07)

Dear Mr. Roldan,

Infrastructure Engineers is pleased to provide this proposal for the Water Main Replacement Project. We understand the City is in the midst of its water facilities Capital Improvement Program (CIP) and this project is next in a series of design and construction projects that will further the CIP. The City's system is largely made up of old and failing facilities that were constructed several decades ago. As such, the pipelines are also undersized, based on current fire flow standards, and likely beyond their useful life. The CIP is an important program to ensure the health, safety and trust of Huntington Park residents.

Our proposed project manager and pipe design expert, Charlie Marr, PE, will provide the critical resources and knowledge to design and construct this project. Charlie has completed the design for several pipeline projects outlined in our proposal, ranging from small sewer force mains to 24-inch potable water transmission mains. Noteworthy projects managed by Charlie also include the zone separation project for California Polytechnic University, Pomona, and the challenging pipeline replacement design project for the City of Whittier in their College Hills residential district; both of which included 8-inch PVC pipeline, the likely pipe size and material the City will desire for this project. These projects included hydraulic analysis and a zone separation including the design of three pressure-reducing stations for Cal Poly. The City may or may not need hydraulic modeling for this project (not included in the attached proposal), but please know that we are able to perform hydraulic analysis if the need arises.

Thank you for the opportunity to submit on this important water pipeline design project. We look forward to working with the City and its staff in a collaborative effort to design and construct a successful project. 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.

If you have any questions about this proposal or need additional information, please contact our Principal-in-Charge, Steve Forster, by phone at 714.940.0100, ext. 5120, or by email at sforster@infengr.com.

Sincerely,
Infrastructure Engineers

Farzad Dorrani, MS
Chief Operation Officer

Steve Forster
Sr. Vice President & Principal-in-Charge

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Infrastructure Engineers Background

Established in 1994, Infrastructure Engineers set out to be the leader in providing municipal engineering services to cities throughout Southern California. From the beginning, we have been committed to making a difference in the communities we serve. Our success in this endeavor has allowed us to increase the ways in which we can serve local communities. We now offer a broad spectrum of services, which enables us to be a truly full-service firm for our city clients. Relevant services we can bring to the City of Huntington Park include the following:

Water/Wastewater Engineering:

- Water System, Potable & Non-potable Fire Lines
- Sewer Hydraulic Modeling
- Sewer Lift Stations
- Wastewater Collection Systems
- Reclaimed Water Systems
- WDR Compliance
- SSMP

Water Resources Engineering:

- Hydrology and Hydraulic Analysis
- Infiltration and Detention Basins
- Storm Water Quality
- Storm Drainage Design
- NPDES Compliance, including SWPPP & MS-4

Traffic Engineering:

- Traffic Impact and Operational Analysis
- Traffic Control and Traffic Detour Design

Project and Construction Management

- Program Management
- Portfolio Management
- Construction Management & Inspection
- Constructability Review
- Construction Methods & Solutions
- Value Engineering

The benefits we bring to the City of Huntington Park include the following:

- Many of our proposed staff have already worked on projects for the City of Huntington Park; they know your staff and your expectations.
- Our dedicated and focused staff of professional engineers, project managers, inspectors, technicians, program managers and support personnel are not only experts in their field, but they also have direct and relevant experience providing complete turnkey services for pipeline projects.
- Infrastructure Engineers stays well informed in the industry and utilizes the latest technology available to identify cost-effective solutions for you. We have worked to develop long-term relationships and consider ourselves to be an extension of your staff.
- Our involvement with professional organizations and associations ensures that we remain on the “cutting edge” with respect to innovative changes in the industry.
- Infrastructure Engineers continually strives to exceed expectations related to timely product delivery and meeting project budgets without sacrificing quality.
- We maintain the highest standard of ethics and our professionalism is evident in the integrity of the services we provide.

Subconsultants

We are proposing two firms that we have been working with for many years and on a wide variety of infrastructure projects. These established relationships provide time and cost savings to the City because all expectations and approaches to work are understood; thus, there is no learning curve or coming up to speed during collaborations between our firms.

Dennis Janda, Inc. will provide surveying and topographic services and PA & Associates will provide geotechnical investigations and reports. Firm profiles for these firms and our proposed potholing subconsultant, AirX, are provided on the following page.

Dennis Janda, Inc. – Topographic Surveying

Infrastructure Engineers uses Dennis Janda, Inc. (DJI) almost exclusively on our street improvement projects. Dennis Janda, PLS, president and owner of the firm, has almost 40 years of experience overseeing and managing surveying services on municipal and public works projects. DJI's multi-talented staff is comprised of professionals with a wide range of surveying and mapping experience. Their staff are involved in all aspects of professional mapping including geographic information systems (GIS) development and maintenance, using workstations running state of the art software such as AutoCAD, Civil 3D, Trimble GPS and ESRI GIS solutions. DJI's Survey crews are equipped with state-of-the-art technology and are specialists in all aspects of land surveying.

DJI offers the following services:

- 💧 Deformation/Subsidence Surveys
- 💧 Boundary/Property Surveys
- 💧 Geodetic Control Surveys
- 💧 Right-of-way Surveys
- 💧 ALTA/ASCM Surveys
- 💧 Civil Engineering Design Surveys
- 💧 Topographic Surveys
- 💧 Base Mapping for Civil Engineering Projects
- 💧 Underground Utility Mapping
- 💧 Photogrammetry/Aerial Surveys
- 💧 Construction Survey Staking
- 💧 3D Laser Scanning and Imaging Surveys
- 💧 Elevation Certificates

PA & Associates

PA & Associates, Inc., is a geotechnical engineering and material inspection consulting company that has been in operation since 1991. The company offers a full range of services such as geotechnical and environmental engineering consulting, material testing and inspection. They have worked with Infrastructure Engineers on numerous pavement rehabilitation projects that have included pavement evaluation and materials testing, providing reports and recommendations for our design engineers. PA & Associates offers the following services:

- 💧 Geotechnical Engineering services including but not limited to:
 - Subsurface exploration
 - Laboratory testing of soil, rock, and geosynthetic materials
 - Engineering analysis
 - Recommendations for design and construction of foundations, earthworks, pavement sections, shoring and bracing, retaining walls, slopes, subgrade improvements, groundwater control
- 💧 Special material testing and material inspection needs for:
 - Reinforced Concrete
 - Structural Masonry
 - Pre-Stressed Concrete
 - Structural Welding
 - Material Tests include:
 - Masonry Prisms & Cubes
 - Concrete Strength
 - Grout/Mortar
 - Shotcrete
 - Field and Plant Concrete/Asphalt

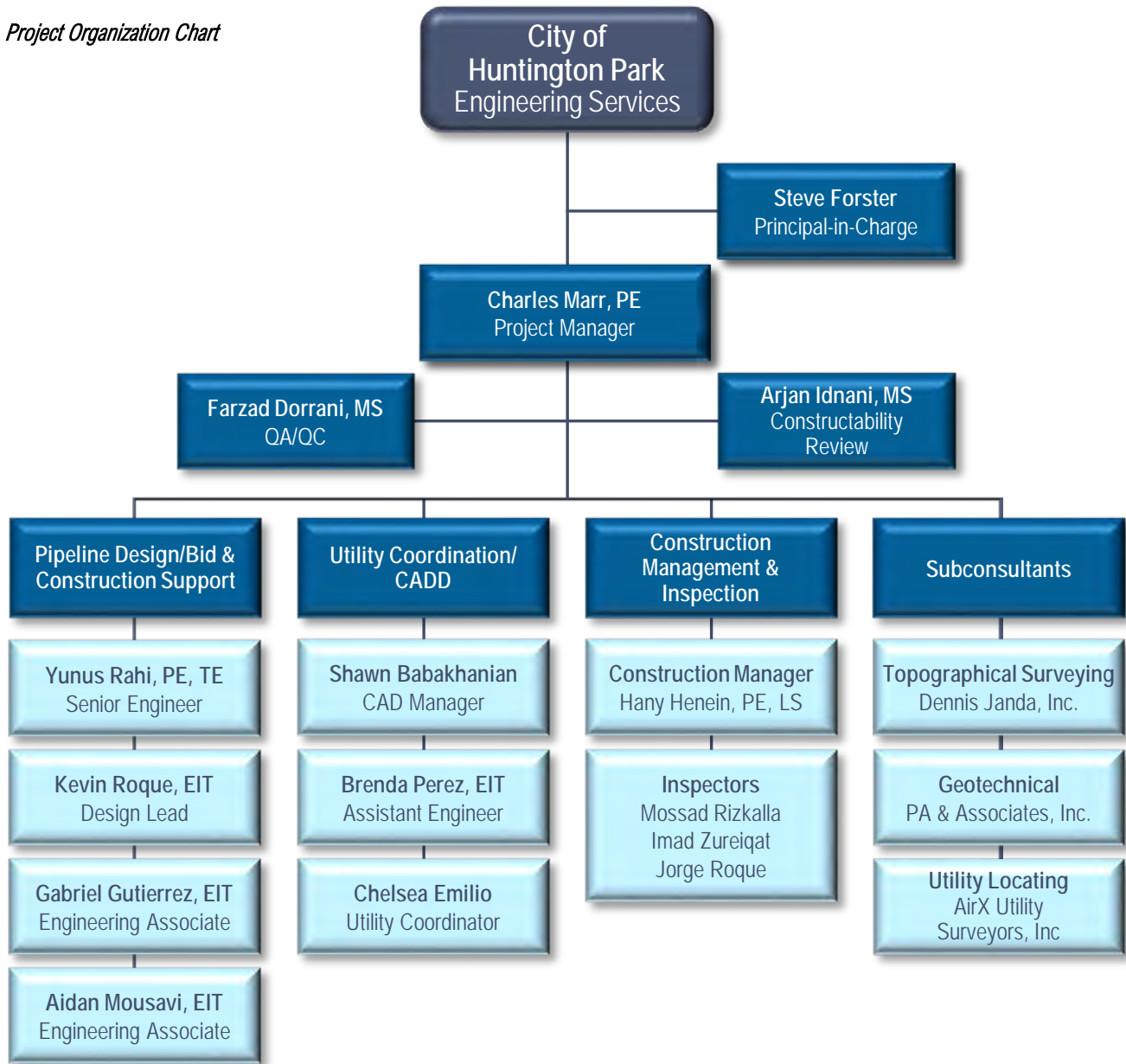
AirX – Utility Locating Services

AirX Utility Surveyors, Inc. is a woman-owned, full-service subsurface utility engineering service provider since 2000. Backed by skilled engineers, contractors, managers, locators and potholers, the firm has more than 50 years of trade experience locating and identifying underground utilities. Their services ensure work and cost efficiency and most importantly, safety. With over 2,300 projects completed, AirX develops solid relationships with prime contractors, engineering firms, municipalities, cities, counties, airports and water districts based on reputation and dependability.

Qualifications and Experience of Consultant's Personnel

Infrastructure Engineers is committed to successfully delivering engineering design and construction management services on the City's Water Main Replacement project. Our team of experts, led by Project Manager Charles Marr, PE, includes specialists in all necessary disciplines, with relevant education and professional licenses needed to complete the required services smoothly and successfully. As shown in the Project Organization Chart below, Charles will be the single point of contact for the City. Infrastructure Engineers' Senior Vice President, Steve Forster, will be the Principal-in-Charge. Steve oversees public works projects for our clients and will provide project oversight, ensuring the identified resources are available to perform the work on schedule and within budget, and that the work is completed according to the Infrastructure Engineers' QA/QC plan and procedures.

Project Organization Chart



The matrix presented on the following page provides brief biographical sketches of our entire team, including their work history, training, education and office locations. Expanded resumes for our key staff are provided in the section titled *Proposed Personnel*, beginning on page 7.

Relevant Work Experience and Credentials of Infrastructure Engineers' Staff

Name, Role, Credentials	Qualifications and Experience	Name, Role, Credentials
Charles Marr, PE Project Manager Education: BS, Civil Engineering	Registrations/Certifications: CA PE (Civil) No. 53435 Years of Experience: 32 Office Location: Brea	<ul style="list-style-type: none"> Well No. 1 Site Improvements, City of Bell Gardens College Hills Pipeline Replacement Project, City of Whittier Water and Sewer System Design, City of Whittier Friends Avenue Pipeline Design, City of Whittier
Yunus Rahi, PhD, PE, TE Senior Engineer Education: PhD, Civil Engineering MS, Civil Engineering; BS, Civil Engineering	Registrations/Certifications: CA PE (Civil) No. 59183; CA TE (Traffic) No. 1726 Years of Experience: 25 Office Location: Brea	<ul style="list-style-type: none"> Longden Avenue Sewer Replacement Project, Temple City Rosemead Boulevard Safety Enhancement and Beautification Project, Temple City Traffic Control Plan for CicLavia Annual Event in the City of Vernon and the City of Huntington Park Traffic Control Plan for Chelsea Park Event in the City of Huntington Park Traffic Control Plan for Annual 5k Run Event in the City of Huntington Park Traffic Control Plan for Middleton Elementary School Event in the City of Huntington Park
Farzad Dorrani, MS QA/QC Education: MS, Civil Engineering BS, Civil Engineering	Years of Experience: 25 Office Location: Brea	<ul style="list-style-type: none"> Alley Improvement, Various Street Rehabilitations and Water Main Replacement Project, City of Brea Los Flores Boulevard Improvement and Water Line Replacement, City of Lynwood Water Lines in Various Street Rehabilitation Projects, City of Bell Gardens Project Engineer, California State University Long Beach, 1,500 feet 8-inch Sewer Lines, Long Beach
Arjan Idnani, MS Constructability Review Education: MS, Civil Engineering BS, Civil Engineering	Years of Experience: 48 Office Location: Brea	<ul style="list-style-type: none"> Water Main Replacement, Perry Road and Emil Avenue, City of Bell Gardens Widening of Kauffman Avenue and Dorothy Avenue New 12-inch Water Main, City of South Gate Flotilla Avenue Improvements, 12-inch Clay Sewer Pipe Replacement, City of Montebello Streets, Sanitary Sewers, Storm Drains, Retaining Walls and Hydraulic Structures, City of Santa Cruz
Kevin Roque, EIT Pavement Analysis & Design Lead Education: BS, Civil Engineering	Registrations/Certifications: Engineer-in-Training, CA, No. 165234 Years of Experience: 8 Office Location: Brea	<ul style="list-style-type: none"> Alley Improvement, Various Street Rehabilitations and Water Main Replacement Project, City of Brea Recycled Water Pipeline in the City of Bell Gardens, Central Basin MWD Sewer Main Rehabilitation Project, City of Manhattan Beach Garvey Avenue Sewer Relief Line Project, City of Rosemead
Gabriel Gutierrez, EIT Design Engineering Associate Education: Masters, Environmental Studies BS, Civil Engineering	Registrations/Certifications: Engineer-in-Training, CA, No. 160972 Years of Experience: 6 Office Location: Brea	<ul style="list-style-type: none"> Recycled Water Pipeline in the City of Bell Gardens, Central Basin MWD Alley Improvement, Various Street Rehabilitations and Water Main Replacement Project, City of Brea
Aidan Mousavi, EIT Design Engineering Associate Education: MBA BS, Civil Engineering	Registrations/Certifications: Engineer-in-Training, CA, No. 153480 Years of Experience: 7 Office Location: Brea	<ul style="list-style-type: none"> Sewer Lines for Various Street Improvements, City of Montebello Audit Process for Exist Sewers System Management Plan, City of Bell Gardens Atlantic Housing Development, Hydrology Calculations, City of Lynwood Planning Veterans Village Development, Hydrology Calculations, City of Lynwood
Shawnt Babakhanian Utility Coordination/CADD Manager	Years of Experience: 32 Office Location: Brea	<ul style="list-style-type: none"> Water Main Replacement Project, City of Bell Gardens Gran Plaza Design Project, Sewer System and Water System, City of Calexico Alley Improvement, Various Street Rehabilitations and Water Main Replacement Project, City of Brea Hacienda Boulevard Sewer Improvement Project, City Of La Puente

Name, Role, Credentials	Qualifications and Experience	Name, Role, Credentials
Brenda Perez, EIT Utility Coordination Assistant Engineer Education: MS, Civil Engineering; BS, Civil Engineering	Registrations/Certifications: Engineer-in-Training, CA, No. 156456 Years of Experience: 2 Office Location: Brea	<ul style="list-style-type: none"> Alley Improvement, Various Street Rehabilitations and Water Main Replacement Project, City of Brea Montebello Boulevard Bike Lane and Sidewalk Improvement Project Phases I & II, City of Montebello Frazier Street Pedestrian and Bicycle Safety Improvements Project - Design Phase, City of Baldwin Park Various Street Improvement Project (FY 2017-2018) - Design Phase, City of Baldwin Park HSIP Cycle 7 Highway Safety Improvements Program, City of Montebello
Chelsea Emilio Utility Coordinator Education: MS, Environmental Studies BS, Earth Science	Years of Experience: 1 Office Location: Brea	<ul style="list-style-type: none"> Engineering Assistant, Various Streets Improvement Project, City of Baldwin Park Engineering Assistant, San Gabriel River Bikeway-Design Phase, City of Baldwin Park Engineering Assistant, San Gabriel River Bikeway-Environmental Services and Permits, City of Baldwin Park Design Lead, Systemic Safety Analysis Report Program (SSARP) Evaluation Study, City of Bell Gardens
Hany Henein, PE, LS - Construction Manager Education: BS, Civil Engineering	Registrations/Certifications: Registered Civil Engineer, CA, No. 33090 Years of Experience: 45 Office Location: Industry	<ul style="list-style-type: none"> Public Works Department, Land Development, Capital Improvement, Storm Drain, Water, Sewer and Reclaimed Water Lines, City of Corona Johnson Tyler Sewer Main Replacement, City of El Monte Via Luneto Street and Sewer Rehabilitation, City of Montebello Capital Improvement Projects (CIP) Inspection Services (Storm Drain and Nature Park), City of Baldwin Park. Bicknell Park Pump Station Project, City of Montebello
Mossad Rizkalla - Senior Construction Inspector Education: BS, Telecommunications Engineering Years of Experience: 13	Registrations/Certifications: ICC: Master of Special Inspection; Reinforced Concrete; PT Concrete; ACI Field Test Technician Office Location: Industry	<ul style="list-style-type: none"> Via Luento Street and Sewer Improvements, City of El Monte. Sewer removal and construction on various streets within the City Various streets within the City of Montebello, Spot line repairs and CCTV both pre and post completion Frankel Avenue (Bluff Rd.-5th St.) and 16th Street (Madison Ave.-Harding Ave.) Street Improvements (FY 2015-2016), City of Montebello
Imad Zureiqat - Senior Construction Inspector Education: MS, BS, Civil Engineering Years of Experience: 40	Registrations/Certifications: ICC: Structural Masonry; Reinforced Concrete; Prestressed Concrete Office Location: Industry	<ul style="list-style-type: none"> City Sanitary Sewer System 20% CCTV Project (PM, CM and Inspection Services), City of Montebello Bicknell Park Pump Station Project, City of Montebello Maine Avenue Improvement Project, CM & Inspection Services, Phase I, City of Baldwin Park Mines Avenue Street Improvements (Montebello Blvd.-Greenwood Ave.), City of Montebello
Jorge Roque - Senior Construction Inspector Education: BS, Civil Engineering	Years of Experience: 32 Office Location: Industry	<ul style="list-style-type: none"> Corak Street Storm Drain Project, City of Baldwin Park Washington Boulevard Street Improvements, Phase 2 from West City Limit to East City Limit, City of Montebello Bluff Road Improvement (Sycamore Street to Oakwood Street) (FY 2015-2016), City of Montebello Suva Street Rehabilitation, City of Bell Gardens
Dennis Janda, PLS - Surveying Registrations/Certifications: CA Professional Land Surveyor, No. 6359	Years of Experience: 40 Office Location: Temecula	<ul style="list-style-type: none"> Whittier Boulevard Revitalization, City of Montebello Second Street Widening and Realignment, Calexico Kauffman Avenue/Dorothy Avenue Widening and Firestone Boulevard Median Islands, South Gate On-call Surveying Services, Beaumont
Parviz Azar, PE – Geotechnical Education: MS, Soil Mechanics/Structural Engineering; BS, Civil & Environmental Engineering	Registrations/Certifications: Registered Civil Engineer, CA, No. 37818 Years of Experience: 30 Office Location: Irvine	<ul style="list-style-type: none"> Pavement, Geotechnical Investigation & Rehabilitation Recommendations, City of San Clemente Subgrade Investigation & Pavement Recommendation, Eight Streets Improvements, City of Lynwood Pavement Rehabilitation Recommendations, Intersection of Telegraph Rd. & Rosemead/Lakewood Blvd., Pico Rivera And Downey Pavement Subgrade Investigation & Pavement Restoration Recommendation, City of Lake Forest

Project Approach

Task 1 – Conduct Field Review and Surveys

This task includes work that will be performed by collaboration of Infrastructure Engineers staff and our subconsultants for surveying and geotechnical investigation. This work includes the soils investigation for trenching requirements and backfilling and compaction to meet the City's standard for utility construction. It also includes topographic survey for base map preparation for critical plan (horizontal) and elevation (vertical) information. Survey will also include establishing coordinates for above-ground features the construction contractor will use for additional horizontal and vertical control. Visual features such as curb and gutter, trees, manholes, utility boxes and poles, overhead lines, and any structure that could be important for establishing new pipeline alignments or could impact the construction contractor's operations will be captured for inclusion in the base map. Infrastructure Engineers proposes to include the traffic control plans as part of Task 5 because it will be performed following completion of the construction drawings.

Task 2 – Prepare Design Plans for Construction

Preliminary design always precedes construction drawing preparation. Preliminary design includes researching the available plans and reports provided by staff in an effort to obtain as much information as available in order to present viable pipeline alignments in each street. Critical elements of this task are to identify property lines and rights-of-way and perform utility research of all possible facilities that may be located underground. Dry utilities are typically located behind curb face, while the wet utilities (water pipes, storm drains and sewers) are usually located in the streets. The larger wet utilities will have the most influence on the ultimate selection of new pipe alignment in each street. We will initiate a potholing program as part of establishing the recommended alignments. If hydraulic modeling is necessary to confirm the design size, such modeling will be done by others or under separate contract.

Final design is the process of producing the drawings that will be reviewed and ultimately approved by the City. Using the base maps prepared, and the recommended alignment for each street, we will prepare final design drawings for construction. With approximately 9,000 linear feet of replacement pipeline to design, we envision a total of 14 drawing sheets

Task 3 - Project Specifications at 30%, 65% and 100% (Final)

We will provide plans, specifications and estimates at the 30%, 65% and Final 100% stages. These PS&E will be prepared in the City's standard format. The specifications document will be vital for identifying the specific performance standards for the contractor and project components, project materials, and testing. The specifications also include the critical front-end information including invitation for bids, bidding instructions and schedule, and bonding requirements.

Task 4 – Construction Estimate

This task includes the engineer's itemized list of construction items, quantities, and opinion of construction and implementation cost for the project.

Task 5 – Permitting and Regulations

Infrastructure Engineers will prepare the Storm Water Pollution Prevention Plan (SWPPP) in conformance with California NPDES MS4 permit for storm water discharge associated with construction activity during the duration of the project. The SWPPP will incorporate water quality control measures, including LID as a CEQA mitigation strategy. Along with LID, the SWPPP will incorporate BMPs that are intended to reduce the amount of pollutants contained in stormwater runoff from the project both during construction and on a long-term basis. BMPs will also be incorporated in the construction documents.

Task 6 - Construction Management Support Services

Infrastructure Engineers will provide construction management (CM) and inspection services per the RFP. We propose to include full-time on-site CM and inspection services to ensure the contractor is constructing the pipelines to City and Greenbook standards. The construction manager will oversee the construction kick-off meeting, as well as provide scheduling and progress status updates for the Project Manager for weekly project status updates to the City. Our inspectors will employ standard inspection protocols, including the critical leak and pressure testing prior to backfill and bacteriological testing at the regular intervals, certify compaction tests, and ensure the contractor leaves the construction site in suitable condition at the end of each working day.

Proposed Personnel

Charles Marr, PE – Project Manager



Education

BS, Civil Engineering

Registrations/Certifications

Civil Engineer, CA, No. 53435

Years of Experience: 32

- Water and sewer systems planning and design services
- Specific expertise includes Urban Water and Sewer System Management Planning
- Master Planning and CIP development, pipeline design, PACP pipe condition assessment, field flow testing and hydraulic analysis

Charlie Marr is a principal civil engineer with engineering and management experience in water and sewer systems planning and design, hydraulic modeling, master planning, and water resources analysis. Charlie has provided engineering services for master plans that have included domestic water, wastewater, and nondomestic water systems for several cities; large residential, industrial, and commercial developments; and university campuses state-wide. These master plans include development of capital improvement programs for recommended facilities and system sizing to accommodate future development areas. He has particular expertise in pipeline design, both water and sewer systems including analysis to determine optimal diameter, material and joint systems.

Experience

Well No. 1 Site Improvements, City of Bell Garden. Preparing preliminary design and final design for the City's well site improvements project as an applicant for State Water Resources Control Board funding to improve its water supply system and maximize its use of local water supplies. New facilities include an additional well, storage reservoir, and booster pump station. The project team solicited the expertise of RC Slade and Associates, renowned groundwater and well planning specialists, to provide opinion regarding feasibility of drilling a second well within the project site. Appurtenance facilities will include on-site piping, modifications to existing well operation, new chlorine injection/analyzers, recirculation piping and SCADA offices. The PDR phase is complete and final design is scheduled for completion in 2021.

College Hills Pipeline Replacement Project, City of Whittier. Designed water pipelines within an historic residential district of the City of Whittier. The new water pipelines replaced old cast iron 4-inch pipe constructed in the 1920s and '30s in order to improve water service and upgrade fire

flow coverage. The design required coordination with public utilities, and extensive coordination with city staff regarding alternative alignments considering existing utility crossings and constructability. Much of the new pipeline was installed in old and historic concrete roads constructed at a time when standard roadway widths were much narrower than today's standards, but still with all the necessary utilities including storm drain, sewer, gas, internet, and underground electrical and telephone.

Water and Sewer System Design, Whittier. Worked with a local developer to help enhance water and sewer system operation in an area for upgrading service capability of a local areas for expansion of commercial and residential land uses in major street intersections. The designs were critical to improving fire flow coverage, minimize traffic impacts and improving water and sewer service and flow characteristics.

Friends Avenue Pipeline Design, City of Whittier. Prepared design plans, specifications, and construction cost estimate for a transmission pipeline for increased fire flow and future water circulation enhancement in a critical part of the City known as The Uptown. This vibrant and historic shopping district is a city "jewel" for artists, small business operators and boutique shops and restaurants accessed by public streets covered mostly in 100-plus year-old concrete (PCC). The unique character of the area made for a challenging and costly construction project where cost control was critical.

Arjan Idnani, MS – Constructability Review



Education

MS, Civil Engineering
BS, Civil Engineering

Years of Experience: 48

- More than 40 years in construction management
- Provides constructability on all civil engineering projects

Arjan Idnani has worked on major infrastructure projects and on public works improvement and rehabilitation projects throughout California. His experience includes sanitary sewer improvements, water main line replacements, street improvement projects, slurry seal improvements, and traffic signal improvements in cities of Bell Gardens, Montebello, Baldwin Park, South Gate, and South El Monte. Arjan's experience also includes work on land development projects, capital improvement projects, construction management, project management, and administration.

Experience

Construction Manager, Water Main Replacement along Perry Road and Emil Avenue, City of Bell Gardens. This project included installation of a new 12-inch water main and new water services, new water hydrants, and water valves.

Construction Manager, Widening of Kauffman Avenue and Dorothy Avenue; 12-inch Water Main, City of Southgate. This project included a new 12-inch water main, water services hydrants, and construction of new storm drains and catch basins as part of the excavation of 10 inches of

existing street and installing 6 inches of aggregate base and 4 inches of asphalt. Removed and replaced curbs and gutters, sidewalks, and driveways and constructed access ramps. Constructed a median island on Firestone Boulevard and installed an irrigation system and landscaping.

Construction Manager, City of Montebello.

Bluff Road Improvements. 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.

Via Compo Improvements. This project included cold milling existing 3-inch deep asphalt and installing 3 inches of asphalt overlay. Also removed and replaced damaged curbs and gutters, sidewalks, and driveways, and installed traffic loops and striped.

Beverly Boulevard Improvements. This federally funded project included cold milling existing 3-inch deep asphalt and installing an overlay of 3 inches of asphalt, removing and replacing damaged curbs and gutters, sidewalk, and driveway, and access ramps; pruned trees, installed traffic loops, raised manholes, striped, and constructed bus pads.

Flotilla Avenue Improvements. This project included replacement of damaged 12-inch clay sewer pipe in several locations as well as cold milling existing 2-inch deep asphalt and installing an overlay of 2 inches of asphalt. Removed and replaced damaged curbs and gutters, sidewalk driveways, and access ramps. Raised manholes, installed traffic loops, and striped.

Garfield Avenue Improvements. This project includes cold milling existing 3-inch deep asphalt and installing an overlay of 3 inches of asphalt, removing and replacing damaged curbs and gutters, sidewalks, and driveways, and access ramps. Constructed bus pads, installed traffic loops, and striped.

Safe Routes to School. This project included installation of speed signs, lighting crosswalks in pavement, hatched striping of cross walks, and construction of speed bumps and access ramps.

Farzad Dorrani, MS – QA/QC



Education

BS, Civil Engineering

MS, Civil Engineering

Years of Experience: 30

Farzad Dorrani is the Chief Executive Officer of Infrastructure Engineers. As such, he has the authority to ensure all contracts are managed and completed to complete client satisfaction. Farzad has the authority to marshal resources to keep projects on schedule and within budgets. He has 30 years of experience in a variety of civil engineering projects. He has worked extensively on major infrastructure and public works improvement and rehabilitation projects throughout Southern California for various agencies, such as the cities of La Puente, Montebello, Anaheim, Irwindale, and Malibu, as well as the Alameda Corridor-East Construction Authority. Farzad's experience includes roadway design projects, parks, and downtown revitalization design projects, contract procurement, construction management, project management and administration.

Experience

- Experienced in major infrastructure and public works improvement and rehabilitation projects
- Provides QA/QC on all engineering design projects
- Has the authority to ensure all contracts are delivered to complete client satisfaction

Assistant Project Manager, Fairmont Boulevard Widening; Storm Drain Analysis and Improvement, City of Anaheim. Provided oversight of the preparation of plans, cost estimates, hydrology studies, and project study report for approximately one mile of arterial roadway from Santa Ana Canyon Road to Canyon Rim Road. Specific work included a geotechnical investigation, detailed field observations, aerial and field surveys, and conceptual plans, cost estimates, and project study report for widening of the street and the existing unimproved right-of-way areas that would be constructed to full street width and parkway development along with storm drains and catch basins, where required.

Project Manager, Various Street Improvements Program, City of Lynwood. Provided oversight and management of the preparation of PS&E for the City's roadway improvement project, including Las Flores Boulevard, which is a signature street rehabilitation project that included public outreach activities.

Design Engineer, Brookhurst Street/Lincoln Avenue Intersection Widening, City of Anaheim. Responsible for the preparation of street improvement plans for the City of Anaheim. Improvements consisted of additional left-turn lanes, the addition of median islands, asphalt replacement, traffic and drainage studies, and preparation of right-of-way documents. Concept plans were prepared for the City prior to commencement of the design. The project involved coordination between the City, other agencies, and subconsultants.

Project Manager, Maine Avenue Improvements (CIP), City of Baldwin Park. Responsible for preparation of street improvement PS&Es. Improvements consisted of the addition of one lane in each direction within City's right-of-way. This included demolition, plans and profiles, signing and striping, street lighting, landscape and irrigation, utilities, modification of existing signal and installation of new traffic signal. The project involved coordination between agencies and subconsultants and multiple presentations to City Council and to the public.

Project Manager, Whittier Boulevard Improvements and Gateway Landmarks, City of Montebello. Responsible for civil engineering design of approximately 2 miles of four-lane arterial, from east to west city limits. Specific work included geotechnical investigation, detailed field observation, field survey, and final PS&Es for reconstruction of Whittier Boulevard. The project involved a high degree of coordination between multi-disciplinary team members and the City of Montebello. The project also involved attending public inquiry and Council Meeting presentations.

Design Engineer, Prop C Street Evaluation, City of Montebello. Responsible for evaluating the condition of several streets within the City of Montebello. Each street was rated based on visual inspection and scope of work was prepared prior to start of final PS&E.

Shawnt Babakhanian –CAD Manager



Certifications

AutoCad Glendale College
AutoCad Civil 3D Westech College
Microstation Westech College
Land Development Desktop Westech College

Years of Experience: 31

- 🔹 Designer and utility coordinator for all public works projects
- 🔹 Designs and drafts sewer and water plans and profiles
- 🔹 Also provides QA/QC for project plans and details

Shawnt Babakhanian has 30 years of experience in utility coordination and the preparation of contract drawings for a variety of civil engineering, transportation engineering, and structural engineering projects. He also has extensive knowledge and expertise in both IT and CAD management.

Experience

Designer/Drafter/Utility Coordinator, Water Main Replacement Project, City of Bell Gardens.

Drafter in charge of drafting the main water line, fire hydrants, water meters, and backflow prevention element of the project. Coordinated with utility agencies to identify conflicts and recommended potential solutions to the project team.

Designer/Drafter/Utility Coordinator, Alley Improvement, Various Street Rehabilitations and Water Main Replacement Project, City of Brea.

Responsible for designing/drafting alley pavement, longitudinal gutter, street improvements, signing and striping and utility improvements within the project area. In charge of drafting the main water line system, fire hydrants, fire services, water meters, and backflow prevention for the project. Also, responsible for acquiring and verifying utility plans by coordinating with utility agencies. Shawnt oversaw quality control for the project to ensure that it was completed while observing city requirements.

Designer/Drafter/Utility Coordinator, Gran Plaza Design Project, City of Calexico. The project called for designing a new shopping mall, including a site plan, grading, storm drain system, sewer system, water system, and signing and striping. Responsibilities included designing/drafting the site plan and drafting the project's sewer and water plan and profiles.

Prepared utility location map for the project by coordinating utility agencies. The project was completed successfully ahead of the deadline, under budget, and to the client's satisfaction.

Designer/Drafter, Alley Improvement Project, City of Bell Gardens. Shawnt was responsible for drafting pavement, longitudinal gutters, and utility improvements. The project included reconstruction of the alley's intersection, pavement, and gutter system. He was also involved in specifications and cost estimate preparation. Shawnt was accountable for quality assurance/quality control for the project's plans and details to ensure that the project was completed while adhering to city requirements. The project was completed on time and within budget.

Designer/Drafter/Utility Coordinator, Various Street Rehabilitation Projects, City of Bell Gardens, CA. Responsible for drafting street improvements, signing and striping, and utility plans. Secured existing utility information by coordinating with utility owners and project engineers to ensure accurate results. In addition, Shawnt was involved in specifications and cost estimates preparation. He was responsible for quality assurance/quality control for project plans and details to ensure the project was completed while adhering to city requirements. The project was completed on time and within budget.

Designer/Drafter, Alameda Corridor Grade Separation Projects, ACE Authority. Responsible for drafting the underpass pump station plans, including storm drain, mechanical, electrical, and construction details.

Designer/Drafter, Street Improvement Project/Pedestrian Crossing Light Improvements, Various Streets, City of Bell Gardens. Responsible for all drawings for this project, which included cold mill existing AC pavement, removing AC pavement, base and sub-base material, overlay asphalt rubber hot mix (ARHM), reconstruction of sidewalks, driveway approaches, curbs and gutters, cross gutters, alley intersections, curb ramps, AC pavement, striping and marking, and pedestrian crossing light improvements.

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, including the preparation of plans, specifications, designs, cost estimates, bid packages, and schedules. Hany is a registered engineer and will be signing and stamping all documents related to this project. It is our goal to provide the City of Villa Park with the best cost savings and in doing so, Hany will also be the Construction Manager for this project given his experience in sewer rehabilitation projects.

Hany is responsible for management of the field staff that provides construction and materials inspection. This responsibility includes oversight of contract administration issues, compliance of materials, quality of work performed, and approval of non-substantial change orders. He provides field input into construction-related challenges for process improvements. He also maintains close working relationships with all involved parties and reports directly to the City's Project Manager.

Relevant Experience

- 💧 28 years with County of Orange as Chief of Project Management and Development Support Unit
- 💧 Designs, directs, and manages a wide variety of CIP projects
- 💧 Leads Construction Management Division of Infrastructure Engineers
- 💧 Construction Manager, Johnson Tyler Sewer Main Replacement, City of El Monte
- 💧 Construction Manager, Via Luneto Street and Sewer Rehabilitation, City of Montebello
- 💧 Construction Manager, Capital Improvement Projects (CIP) Inspection Services (Storm Drain and Nature Park), City of Baldwin Park.
- 💧 Construction Manager, Bicknell Park Pump Station Project, City of Montebello
- 💧 Construction Manager, City Sanitary Sewer System 20% CCTV Project, City of Montebello
- 💧 Construction Manager, Bluff Road Street Improvement (Sycamore St. - Date St.) (FY 2015-2016), City of Montebello
- 💧 Construction Manager, Long Beach Blvd, Phase I and Phase II, City of Lynwood.
- 💧 Construction Manager, Suva Street Rehabilitation and Pedestrian Improvements, City of Bell Gardens.
- 💧 Construction Manager, Washington Boulevard Rehabilitation and Pedestrian Improvement, City of Montebello.
- 💧 Construction Manager, Downtown Public Parking Improvement Project, City of El Monte.
- 💧 Construction Manager, Frankel Avenue (Bluff Rd.-5th St.) and 16th Street (Madison Ave.-Harding Ave.) Street Improvements (FY 2015-2016), City of Montebello

Quality Assurance/Quality Control

Quality Assurance and Quality Control (QA/QC) are the top priority for Infrastructure Engineers. To ensure the highest quality of the design, Infrastructure Engineers will implement its comprehensive QA/QC program. The Infrastructure Engineers team has designated Farzad Dorrani, MS, as its QA/QC Manager. Farzad's decades of experience have provided him with the knowledge, foresight and understanding of the importance of QA/QC in public works projects. Infrastructure Engineers' Constructability Reviewer, Arjan Idnani, will review and assure constructability and compliance with the City of Huntington Park's requirements. Arjan has more than four decades of civil engineering design and construction experience, specializing in water, sewer and street improvements. In addition, the QA/QC Reviewer and our Project Manager will provide daily supervision and guidance by using the following an 8-step process to assist in the design and construction phase of this project:

1. Assignment of skilled professionals instituting a comprehensive and interactive orientation on the project goals and the means of achieving these goals.
2. Preparation of a checklist for QA/QC tasks that are requirements of each step of the project and that meet the expectations of the City of Huntington Park. The checklist will then be distributed to team members to cover all aspects of the project during the Quality Control process.
3. Daily contact by the Project Manager with each ongoing activity and deliverable to provide support and guidance, to maintain focus and momentum and to monitor the quality of work.
4. Maintaining regularly scheduled project staff meetings for reviewing work status, reviewing technical elements of the project, adherence to specifications and expectations, coordinating and interfacing of activities, reviewing budget parameters, and discussing upcoming activities and responsibilities.
5. Internal (peer review) audit of water main design services for quality, accuracy and completeness and compliance generally accepted standards and guidelines.
6. Review by the principal project team leader or designated senior project team leader prior to each submittal to assure services meet all standards and codes, project goals and objectives, and contract requirements.
7. The constructability review during the design phase will be carried out by Arjan Idnani. Arjan reviews all work produced by our design engineers.

References

Replacement of Existing Water Line; Industrial Streets Rehabilitation Project, City of Brea

Contact:

Tony Olmos, Public Works Director
Phone: (714) 990-7650
Email: tonyo@cityofbrea.net

Staff: Farzad Dorrani, Kevin Roque, Brenda Perez, Shawnt Babakhanian

Infrastructure Engineers is currently designing the rehabilitation of existing pavement and roadway features in two alleys and streets in the Cliffwood Industrial Park. The City of Brea subsequently requested Infrastructure

Engineers to design the replacement of the existing water line due to number of water leaks within the Cliffwood Industrial Park.

We are currently preparing water improvement plans and incorporating them into the original project. Project locations include the first alley east of Redwood Avenue, between Birch Street and Ash Street; the second alley, located east of Puente Street, between Joyce Drive and Walling Avenue; and the Cliffwood Industrial Park streets located south of Lambert Road, by Cliffwood Avenue.



Los Flores Boulevard Improvement and Water Line Replacement - City of Lynwood

Contact:

Raul Godinez, Director of Public Works
Phone: (310) 603-0220, ext. 801
Email: rgodinez@lynwood.ca.us

Staff: Farzad Dorrani, Shawnt Babakhanian, Hany Henein

The Los Flores Boulevard project revitalized a two-way street that traverses the neighborhood, and also serves Lincoln Elementary School. Improvements to Los Flores Boulevard, from State Street to Bellinger Street, included water service line replacement. All water meters, water valves, fire hydrants, electrical utility

vaults, telephone vaults, gas utility valves, and other subsurface structures were relocated or adjusted to grade. The project created a safer pickup/drop-off school zone, beautiful draught-tolerant landscaped medians, street resurfacing, sidewalks replacement, new curbs and gutters, and traffic striping.



Water Main and Sewer Main Replacements, City of Manhattan Beach

Contact:

Prem Kumar, City Engineer
Phone: (310) 802-5352
Email: pkumar@citymb.info

Staff: Kevin Roque, Gabriel Gutierrez, Shawnt Babakhanian, Steve Forster

Infrastructure Engineers has successfully completed design for the water main replacement. Work included the preparation of PS&Es for constructing new water mains in various locations. Our staff reviewed the existing water main alignments and provided the City with recommendations for proposed water pipe alignments. After approval of new water main alignments by the City, our staff finalized the bid package for construction.

For the design of sewer main replacements, this project included three phases of design and construction. Phase One of the project was for sewer main spot repairs. Infrastructure Engineers' staff reviewed the result of the City's CCTV inspection and report to identify the locations of repairs and evaluate the cost of

construction. Phases Two and Three of the project included sewer main replacements. Our staff reviewed the location of the existing sewer mainlines and made recommendations for the new location of the sewer main with consideration of other existing or future utilities. After approval of the new locations by the City, our staff finalized the design of the proposed sewer system including modification of existing sewer laterals and connection to existing sewer system.

PS&E for Recycled Water Pipeline in the City of Bell Gardens, Central Basin Municipal Water District

Contact:

Lonnie Curtis, PE, Chief Engineer
Phone: (323) 201-5501
Email: lonniec@centralbasin.org

Staff: Kevin Roque, Gabriel Gutierrez, Shawnt Babakhianian, Steve Forster

Infrastructure Engineers was responsible for providing plans, specifications and estimate of probable construction costs for the Gateway Regional Recycled Water System Extension in the City of Bell Gardens. This project consists of approximately 5,500 linear feet of recycled pipeline varying in diameter between 8 inches and 16 inches. The proposed recycled pipeline began with a connection to the existing 16-inch recycled pipeline in Garfield Avenue at Park Lane. The new recycled water pipeline now serves Veterans Park and the Suva Elementary/Intermediate School complex.

Construction Management and Construction Inspection, Water Main Replacement, City of Bell Gardens

Contact:

Chau Vu, Director of Public Works
Phone: (562) 806-7770
Email: CVu@bellgardens.org

Staff: Arjan Idnani, Steve Forster

As an exclusive municipal contract provider, Infrastructure Engineers provides a number of services to the City of Bell Gardens. These services include program management, construction management, construction inspection, traffic engineering, municipal engineering, staff augmentation, and building and safety services. Infrastructure Engineers staff assigned to CIP management works with Infrastructure Engineers' design team and construction management department to implement the City's CIP projects. The water main replacement along Perry Road and Emil Avenue included installation of a new 12-inch water main and new water services, new water hydrants, and water valves. Materials testing and inspection were also performed and construction was completed for this project in April 2016.

Construction Management and Construction Inspection, Via Luneto Street and Sewer Improvements, City of Montebello

Contact:

Danilo Batson, Director of Public Works
Phone: (323) 887-1460
Email: dbatson@cityofmontebello.com

Staff: Hany Henein, Arjan Idnani

Infrastructure Engineers prepared plans, specifications and estimates for sewer and roadway improvements, and pavement rehabilitation with concrete improvements on Via Luneto Street, from West Via Corona to West Madison Avenue. Materials testing and inspection were also performed. Infrastructure Engineers successfully completed design of the sewer main reconstruction and upgrade project, then we provided construction management and inspection services.

Schedule and Schedule Control

Our proposed project schedule is provided on the following page.

	SCHEDULE											
	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20
PROJECT AWARD (January 2, 2020)	*											
TASK 1 - Conduct Field Review and Surveys												
1.1 - Topographic and Aerial Surveys												
1.2 - Base Map Preparation												
1.3 - Geotechnical Investigation and Materials Testing												
1.4 - Potholing												
1.5 - Coordination with neighboring Cities												
TASK 2 - Prepare Design Plans for Construction												
2.1 - Review existing record drawings												
2.2 - Utility Research												
2.3 - Pipeline Alignments												
2.4 - Base Map Preparation												
2.5 - Title sheet, location map, sheet index, Sheet 1												
2.6 - General Notes, Constr Notes, Sheet 2												
2.7 - Plan & Profile Sheet 3 - Hill Street (1" = 40')												
2.8 - Plan & Profile Sheet 4 - Hill Street (1" = 40')												
2.9 - Plan & Profile Sheet 5 - Hill Street (1" = 40')												
2.10 - Plan & Profile Sheet 6 - Hill Street (1" = 40')												
2.11 - Plan & Profile Sheet 7 - Cudahy Street (1" = 40')												
2.12 - Plan & Profile Sheet 8 - Cudahy Street (1" = 40')												
2.13 - Plan & Profile Sheet 9 - Cudahy Street (1" = 40')												
2.14 - Plan & Profile Sheet 10 - Cudahy Street (1" = 40')												
2.15 - Plan & Profile Sheet 11 - Cudahy Street (1" = 40')												
2.16 - Details Sheet 12												
2.17 - Details Sheet 13												
2.18 - Hardcopy Submittals (3 submittals, 4 plansets each)					*		*		*			
TASK 3 - Project Specifications at 30%, 65% and 100% (Final)												
3.1 - 30% Specifications				*								
3.2 - 65% Specifications						*						
3.3 - 100% Specifications								*				
TASK 4 - Construction Cost Estimate												
TASK 5 - Permitting and Regulations												
5.1 - SWPPP												
5.2 - NPDES (including MS4 and LID)												
5.3 - Environmental clearances checklist												
5.4 - Coordination with WRD (hydraulic modeling)												
TASK 6 - Construction Management Support Services												
5.1 - Project Ccoping and Kickoff Meeting												
5.2 - Project Kick-off meeting, 2 field meetings									*		*	*
5.3 - RFIs and Shop Drawings												
5.4 - Construction Management/Inspection												
5.5 - Stakeholders and Final Design meetings (2)						*	*					
5.6 - City Council meetings (2)						*	*	*				
5.7 - City staff meetings (5)			*	*		*	*	*				*

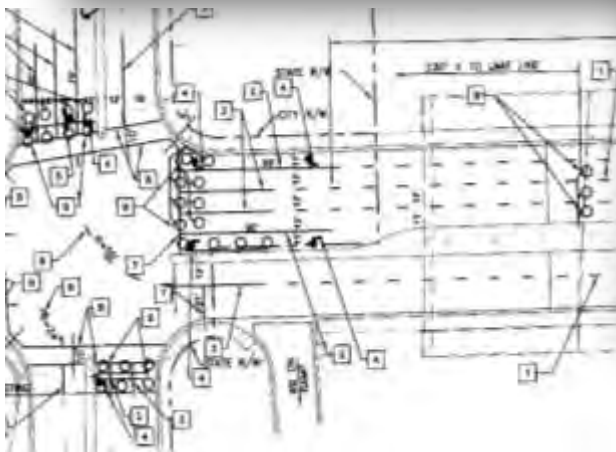
ATTACHMENT “B”



DELIVERING VALUE ... COMMITTED TO EXCELLENCE

CITY OF HUNTINGTON PARK

PROPOSAL FOR PROFESSIONAL DESIGN AND CONSTRUCTION MANAGEMENT SERVICES FOR WATER MAIN REPLACEMENT (CIP No. 2019-07)



DECEMBER 4, 2019



December 4, 2019

City of Huntington Park
City Clerk's Office
6550 Miles Avenue
Huntington Park, CA 90255

Attention: Cesar Roldan, Engineering Services Manager

Subject: Proposal for Professional Design and Construction Management Services for Water Main Replacement Project (CIP No. 2019-07)

Dear Cesar:

In accordance with your Request for Proposal, we are pleased to submit our Proposal to provide Professional Design and Construction Management Services for Water Main Replacement Project (CIP No. 2019-07) (Project).

SA Associates is principal-owned firm, committed to engineering excellence and principal involvement. Project management and contract performance are personally directed by our principal who is a thoroughly experienced, licensed Professional Engineer with the State of California. We provide complete civil engineering services for municipalities, public and private water agencies, sanitary districts, and flood control districts.

SA Associates has extensive experience in design and construction of potable water, recycled water, sewer, storm drain, and street facilities. **We have been responsible for the design and construction of over 130 miles of potable water and recycled water mains for a construction cost of approximately \$93 million for various agencies in the Southern California area.**

We believe we are qualified to provide our services for this Project due to our experience and expertise. We recently provided water design services to the City of Anaheim for the Water Main Replacement Project in Pepper Creek Way, Fern Haven Lane, and Hadrians Crescent with a combined total length of 1,455 linear feet (LF). We also recently provided plans, specifications, and estimates for the Quadrant I Water Main Replacements at various locations for the City of Chino with a combined total length of 10,940 LF. Currently, we are preparing plans and specifications for the City of Monterey Park for the design of a 12" polyvinyl chloride (PVC) water main and 12" vitrified clay pipe (VCP) sewer main on Atlantic Boulevard at lengths of 3,800 LF and 2,600 LF, respectively.

We are committed to providing the resources and the quality services you are seeking for the design of your project.

We acknowledge receipt of RFI No. 1.

Our fee estimate is included in a separate sealed envelope.

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.

We thank you for the opportunity and hope our proposal meets your interest and approval. Should you have any questions or require any further information, please do not hesitate to contact the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "Shahnawaz Ahmad", is written over a faint, circular official stamp.

Shahnawaz Ahmad, P.E.
President



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SECTION VII: PROFESSIONAL SERVICES AGREEMENT

(OUR FEE SCHEDULE IS ENCLOSED IN A SEPARATE SEALED ENVELOPE)



SECTION I: COMPANY BACKGROUND

SA ASSOCIATES FIRM PROFILE

SA Associates was established in May, 1989 as a principal-owned engineering firm with offices in Los Angeles and Orange Counties. SA Associates is a California Corporation and “SA Associates” is our full legal name. SA Associates services cover a broad spectrum of engineering from investigation and feasibility reports to design, construction administration, and construction observation. The firm provides complete civil engineering services for municipalities, public and private water agencies, sanitary districts, and flood control districts.

SA Associates’ deep commitment to engineering excellence and principal involvement in every project is the cornerstone of our success. Project management and contract performance is personally directed by a principal who is a thoroughly experienced, licensed Professional Engineer with the State of California. This approach results in a very personalized service to every client with ease of communication and top talent on every assignment. Furthermore, the efforts of each principal-in-charge are complemented by experienced project engineers and technical support personnel to form a well-integrated team effort.

SA Associates is classified as a Minority Owned Business Enterprise (MBE), Disadvantaged Business Enterprise (DBE), and Small Business Enterprise (SBE) by local, state, and federal agencies.

The following briefly highlights our firm's expertise in civil, sanitary, and environmental engineering:

WATER SUPPLY PROJECTS: Comprehensive master planning, hydraulic network analysis, appraisals, rate studies, water quality investigations, design of distribution and transmission facilities, storage reservoirs, pumping stations, wells, & water treatment plants.

WASTEWATER FACILITIES PROJECTS: Master plans of wastewater facilities, design of collection systems, trunk lines, lift stations, treatment plants, special structures, and water reclamation.

CONSTRUCTION MANAGEMENT AND CONSTRUCTION INSPECTION SERVICES: Resident engineer, construction observation, contract administration, cost estimating, scheduling, labor compliance and construction claims analysis and support.

CIVIL ENGINEERING: FEASIBILITY STUDIES: Site grading plans, street plans, utility plans, water distribution systems, sewer systems, and drainage facilities.

FLOOD CONTROL AND DRAINAGE PROJECTS: Master plans of flood control and drainage facilities, flood plain studies, design of storm drains, channels, pumping stations, debris and retention basins, and special structures.

SURVEYING SERVICES: Boundary surveys, topographic surveys, construction surveys, right-of-way surveys, records of survey, and aerial control surveys.



SUBCONSULTANTS

GEOTECHNICAL

GEO-ADVANTEC, INC.

457 W. Allen Avenue, Suite 113

San Dimas, CA 91773

909.305.0500

Shawn Ariannia, Ph.D., P.E., G.E, Principal

sariannia@geoadvantec.com

Geo-Advantec, Inc. (GAI) is a geotechnical engineering consultant that offers comprehensive services in various areas of geotechnical engineering, engineering geology, geotechnical earthquake engineering, and during construction services including materials testing and special inspections. Their laboratory is accredited by Caltrans, AMRL, CCRL, DSA, and the city of Los Angeles. Their technicians and inspectors are certified by ICC, ACI, Caltrans, County of Los Angeles, and City of Los Angeles and are qualified to perform on public works as well as DSA projects.

POTHOLING

BESS TESTLAB, INC.

1508 E. Francis Street, Unit A

Ontario, CA 91761

909.510.5535

Don Whitman, Project Manager

donald@besstestlab.com

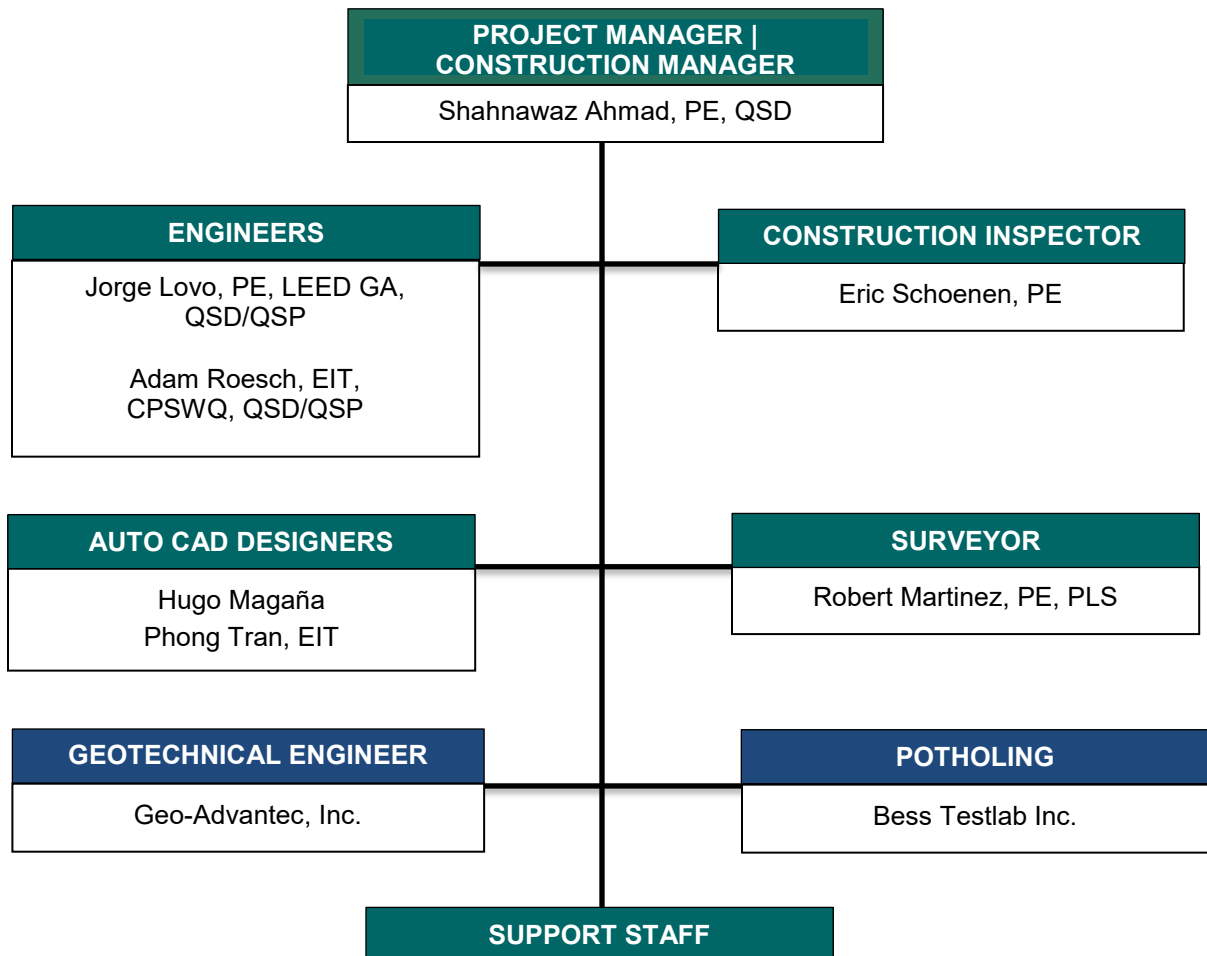
Bess Testlab, Inc. (BESS), is a CPUC certified MBE/DBE company that provides solutions to mitigate the underground utility related risks associated with the design and construction of civil and infrastructure projects. They have been in operation since 1967 and provide a complete range of Subsurface Utility Engineering Services (SUE) to both private and public companies throughout Northern and Southern California.

SECTION II: PROJECT TEAM

The high quality of SA Associates' work derives largely from the competence of its individual employees and the blending of their talents to meet the requirements of each particular project. To assure this quality, it is our company's policy to staff each project with those employees who have the requisite experience, interest and skills to match the needs of the project. Our team selected for your projects understands the local conditions and has the ability and the experience to provide technically innovative and cost reducing solutions while meeting the City's needs and goals on time and within budget. Our Team of Professionals has been selected based on prior relationships, reputation for quality and timely services and experience on similar projects.

Our Principal Mr. Shahnawaz Ahmad will be directly involved in the management of your projects. Mr. Ahmad will be responsible to the City for the projects and for the delivery of services in accordance with the Scope of Services. Mr. Ahmad is a licensed Professional Engineer in California.

ORGANIZATIONAL CHART



Our Water Experience Table, along with resumes, are on the following pages.



SHAHNAWAZ AHMAD, P.E., QSD

Project Manager | Construction Manager

OVERVIEW:

Mr. Ahmad serves as principal-in-charge and/or project manager for projects related to water and sewer system master planning; water resources; water supply and treatment; water reuse; wastewater collection, treatment, and disposal; storm drainage; design of water and wastewater treatment plants, water pipelines, sewers, pumping stations, wells, storage reservoirs, and water reclamation systems; studies of water and wastewater treatment processes; and industrial waste problems.

EDUCATION:

University of Karachi, Pakistan, B.E.,
Civil Engineering, 1969
University of California, Berkeley, M.S.,
Sanitary Engineering, 1971

REGISTRATION:

Registered Civil Engineer, California
No. 23712

MEMBER:

American Academy of Environmental
Engineers, Diplomate
American Public Works Association
American Society of Civil Engineers
American Water Works Association
California Water Environment
Association
Southern California Water Utilities
Association
Water Environment Federation

PROJECT EXPERIENCE

CITY OF ALHAMBRA

- Engineering design and construction support for Westmont Drive Water Main Replacement. Replacement of approximately 3,500 ft of 4" and 14" water mains. The new main replaced two failing mains which had several failures over the past 4-5 years. Approximately 100 services were replaced.

CITY OF ANAHEIM

- Baja & Solomon Drives Water Main Replacement. Plans, specifications and cost estimates for an 8" approximately 1,557 ft. long PVC Water Main Replacement.
- Country Glen Way Water Main Replacement Project Manager. Plans, specifications and cost estimates for 8" Water Main Replacement, replacing an existing 6" & 8" polyvinyl chloride C-900 pipe in multiple side streets connecting to Country Glen.

CENTRAL BASIN MUNICIPAL WATER DISTRICT

- Provided engineering and design services the construction of approximately 24,600 ft. of new 8" to 20" recycled water main located in segments of Southern Avenue, Alameda St., Hildreth Ave and California Ave. to South Gate City Hall, and State St.

CITY OF CHINO

- Prepared plans & specifications for the Quadrant I Water Main Replacement Project which consisted of 10,940 ft. of 8" PVC pipe to improve the existing water system. Scope also included replacement or reconnection of existing service laterals and reconnections to the existing water mains.

CITY OF INGLEWOOD

- Provided plans and specifications for a range of projects including 10,000 LF water main replacement on various street segments, 3,000 feet of 8" ductile iron pipe water mains, and design of water main replacement Phase V.

KINNELOA IRRIGATION DISTRICT

- Plans, specifications and cost estimates for East-West Tank Connector Pipeline project the design of 2,800 ft of 12" DIP, including connections to the existing main.

LONG BEACH WATER DEPARTMENT

- Project manager for East 27th and Via Passilo Cast Iron Water Main replacement. Plans and Specifications for approximately 4,000 ft of 6&8" cast iron and ductile pipe.

CITY OF MONTEREY PARK

- Project manager Atlantic Boulevard Water Main Project. Plans and specifications for water mains along Atlantic Boulevard. The new water main is 3,768 ft. of 12" PVC C900.

CITY OF POMONA

- District 6 Phase IV Water Main Replacement Project. Plans, specification and construction cost estimates for 7,300 ft. of 10 & 12" ductile water mains.
- District 1,2, and 5 Water Main Replacement Project. Plans, specification and construction cost estimates for 4,220 ft. of 8,10 & 12" ductile water mains.

CITY OF WHITTIER

- Comstock Avenue Water Main Replacement Design. Replacement of uptown business district water main of approximately 2,000 ft. long, 6" cast iron line upgraded to a 12" ductile iron pipe. Replaced service laterals and tie-ins and repairing existing concrete pavement along the trench width.



JORGE LOVO, P.E., LEED G.A., QSD/QSP **Engineer**

OVERVIEW:

Mr. Lovo has over 16 years of experience designing and managing a variety of water-related projects and programs ranging from water, wastewater, recycled water, and storm water facilities including conveyance, water quality & treatment, pump stations, and storage. Providing technical leadership on small to large sized projects; supporting teams winning new business; interacting with clients, agencies and other consulting firms; preparing detailed engineering calculations, CAD drawings, estimates, master planning, facilities condition assessment, construction support, preparation of plans, specifications and others documents for permitting and construction.

PROJECT EXPERIENCE:

CITY OF ALHAMBRA

Replacement of approximately 1,858 LF of an existing 8-inch sewer main with a 12-inch sewer main on Main Street, between Bushnell Avenue and Atlantic Boulevard. The existing 8" sewer main is located on the westbound lanes of Main Street. The City's Sewer System Rehabilitation Plan identified this location as the highest priority for improvements due to its aging conditions and to improve sewage flow capacity in the area

Engineering design and construction support for Westmont Drive Water Main Replacement. Replacement of approximately 3,500 ft of 4" and 14" water mains. The new main replaced two failing mains which had several failures over the past 4-5 years. Approximately 100 services were replaced.

CITY OF ANAHEIM

- .. Prepared plans and specifications for Water Main Replacement Projects on (1) Pepper Creek Way, (2) Fern Haven Lane, and Hadrians Crescent (Project) to replace approximately 1,500 ft. of existing cast iron pipe (CIP) to polyvinyl chloride (PVC) pipe along various streets within Anaheim Hills. The pipes, installed between 1960 and 1970, had internal corrosion causing numerous main breaks and water loss.
- . Prepared plans and specifications for an 8" PVC Water Main Replacement in Baja Dr. between Palo Alto Dr. & Pueblo Pl., and Solomon Dr. between Arno Crescent St. & Camino Pinzon, with an approximate length of 1,557 ft.

CENTRAL BASIN MUNICIPAL WATER DISTRICT

- . Prepared plans, specifications, and cost estimates for The Recycled Water System Extension in the City of South Gate, CA. This Project consist of the construction of approximately 24,600 LF of recycled pipeline varying in diameter between 8" and 20". Additional segments include approximately 3,400 LF of pipeline in California Avenue north from Southern Avenue to South Gate City Hall and then to South Gate High School and shorter segments on Tweedy Blvd. (1,900 FL) and Sequoia Dr (495 LF).

CITY OF HUNTINGTON BEACH

- . Provided design services for the replacement of water valves in approximately 50 separate locations throughout the City's water system. The valve sizes will be 6" to 12" and will be in-line valves with no vaults.

CITY OF MONTEREY PARK

- . Prepared plans and specifications for the water and sewer mains along Atlantic Boulevard. The proposed sewer main is from W. Hellman Avenue to Garvey Avenue with a length of approximately 2,700 LF and shall be 12" Vitrified Clay pipe (VCP).

CITY OF WHITTIER

- . Designed the replacement of a water main in the uptown business district, for an approximate length of 2,000 ft., upgrading a 6" cast iron line to the 12" ductile iron pipe to provide sufficient flow within the area as well as for future improvements.
- . Designed the replacement of an aging approximately 4,450 ft. 6" cast iron water main along Beverly Boulevard between Palm Avenue and Citrus Avenue. The design of a new 8" ductile iron pipe will minimize construction and maintenance costs.

EDUCATION:

B.S. Civil Engineering
University of Hawaii

REGISTRATION:

Registered Civil Engineer, California
No. C75632
Registered Civil Engineer, Canada
Board of Professional Engineers

CERTIFICATION:

LEED Green Associates – Green Building
Certification Institute,
ID No. 10779963
Construction Management, University of
Quebec, Canada
Professional Studies in Technique of
Architecture, College of Old
Montreal

Qualified SWPPP Developer (QSD)
Qualified SWPPP Practitioner (QSP)
Certificate No. 25596



HUGO MAGAÑA AutoCAD Designer

OVERVIEW:

Mr. Magana is a Designer/Draftsman. He graduated with a Mechanical Engineering degree. He is well versed in the use of AutoCAD and GIS software. Mr. Magana is currently providing technical and CAD assistance on various street, sewer, and water projects.

PROJECT EXPERIENCE:

CITY OF ALHAMBRA

- Prepared CAD plans for the Main Street Sewer Main Project.

CITY OF CHINO

- Prepared CAD plans for Quadrant I Water Main Replacement Project.

CITY OF HUNTINGTON BEACH

- Prepared CAD plans for the Water Valve Replacement Project.

CITY OF MANHATTAN BEACH

- Currently providing plan sheet scanning and GIS verification and archiving services.

CITY OF MONTEREY PARK

- Prepared plans for sidewalk improvements in front of East Los Angeles College on the north and south sides of Cesar Chavez Avenue between Vancouver Avenue and Collegian Avenue.
- Prepared plans for sidewalk improvements in front of Improvements in front of Langley Center on the south side of Emerson Avenue between Ynez Avenue and McPherrin Avenue.

CITY OF INGLEWOOD

- Prepared plans for Sewer Main Replacement Project, Phase I, to upgrade/repair or replace segments of the existing 8" to 15" vitrified clay pipe (VCP) throughout the City to improve the existing sewer system. In addition, the project consists of the replacement or reconnection of existing sewer laterals within the project area as a result of the replacement of the existing VCP. The Project will also involve reconnections to existing sewer mains, two of which are owned by Sanitation Districts of Los Angeles County (LACSD). The total approximate length of pipe to be replaced is 5,352 feet

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS

- Provided inspection services for the County's 2018 Catch Basin Cleanout Program.

CITY OF SOUTH GATE

- Preparing CAD drawings to update the City's Standard Plans and Specifications

CENTRAL BASIN MUNICIPAL WATER DISTRICT

- Data Analysis
- GIS mapping
- Field data gathering
- Update Plans in AutoCAD
- RFP & Memo creation
- Budget analysis
- PO creation
- Filing system and Laserfiche
- Water Quality reports
- Meter Readings
- Set up meeting

EDUCATION:

California State University
B.S. Mechanical Engineering
Rio Honda College
College of Engineering and
Technology
California State University,
Fullerton, College of Engineering
and Technology

AFFILIATIONS:

- Engineers for a Sustainable
World, Cal State Long Beach
- Center for Academic Support in
Engineering and Computer
Science, Cal State Fullerton
- Society of Mexican American
Engineers and Scientists, Cal
State Fullerton and Cal State
Long Beach



ROBERT G. MARTINEZ, P.E., P.L.S.

Surveyor

OVERVIEW:

Mr. Martinez has over 30 years of experience in providing professional land surveying services to both public and private infrastructure projects in all areas relating to land development including:

- Infrastructure and improvement design for grading, streets, storm drains, utilities and associated matters.
- Preliminary land planning, tentative and final map processing, land use and feasibility studies.
- A.L.T.A., architectural, boundary and topographic survey, entitlement analysis, right-of-way engineering and preparation of legal descriptions.
- GPS Surveying.

EDUCATION:

California State Polytechnic University,
Pomona – June 1989
Civil Engineering (Survey Minor)

REGISTRATION:

Registered Civil Engineer, California
No. 54360

Registered Land Surveyor, California
No. 6966

PROJECT EXPERIENCE

CITY OF MONTEREY PARK

- Surveyor for Water & Sewer Improvement along Atlantic Boulevard. Scope includes water and sewer main improvements of approximately 3,700 linear feet.

KINNELOA IRRIGATION DISTRICT

- Surveyor for East West Tank Connector Pipeline Project. Scope included design of 2,800 ft of 12" DIP including connections to existing 4" steel tunnel line and two LA County Flood Control District channel crossing in a hilly area.

CITY OF ONTARIO

- Surveyor for Water main replacement of approximately 25,430 LF of water mains at 30 locations.

BOY SCOUTS OF AMERICA

- Surveyor for Camp Trash Water System. Project scope is improvement and enhancement of an existing drinking water system in Monrovia Canyon. New construction will include a new 75,000-gallon steel bolted water tank, concrete pad and related piping.

- A.L.T.A. Surveys
- Records of Surveys
- Corner Records
- Boundary & Topographic Surveys
- Reservoir surveys for MWD, and various Municipalities, including: Beverly Hills, Pasadena, Los Angeles
- GPS surveys
- Boundary Analysis
- Legal Descriptions
- Mapping/Exhibits
- Calculations
- Survey Coordination
- Field Crew Party Chief
- Manual & CAD Drafting
- Project Management
- Grading/Drainage Plans
- Street Plans
- Storm Drain Plans
- Utility Plans
- Demo Plans
- Hydrology/Hydraulic Analysis & Reports
- General/Specific Plan Studies



ADAM ROESCH, E.I.T, CPSWQ, QSD/QSP **Engineer**

OVERVIEW:

Mr. Roesch serves as an assistant engineer for various projects, including water main, wells, sewer, storm, & street projects. Due to his knowledge of engineering principles, Mr. Roesch provides valuable engineering assistance to SA Associates. Also, due to his past and part-time experience in environmental engineering/water quality, Mr. Roesch provides valuable technical assistance, especially in areas related to NPDES permitting.

EDUCATION:

California State University, Long Beach
B.S. Civil Engineering

REGISTRATION:

Engineer in Training, California

Certified Professional in Storm Water
Quality (CPSWQ)
Certificate No. 1022

Qualified SWPPP Developer (QSD)
Qualified SWPPP Practitioner (QSP)
Certificate No. 25508

SOFTWARE:

Microsoft Office
Adobe
Autodesk (AutoCAD)

PROJECT EXPERIENCE

CITY OF ANAHEIM

- Prepared plans and specifications for Water Main Replacement Projects on (1) Pepper Creek Way, (2) Fern Haven Lane, and Hadrians Crescent (Project) to replace approximately 1,500 ft. of existing cast iron pipe (CIP) to polyvinyl chloride (PVC) pipe along various streets within Anaheim Hills.
- Prepared plans and specifications for the 8" Water Main Replacement in Country Glen Way for the replacement of 5,300 ft. of 6 & 8-inch ductile iron pipe and 6 & 8-inch polyvinyl chloride (PVC) pipe. Currently preparing the as-built plans.

CITY OF ARCADIA

- Assisted with preparing plans for the Orange Grove Disinfection System Upgrade Project. The project involved the installation of new DIP to connect the existing piping with three existing reservoirs. The project also involved the installation of a chlorine injector assembly, nitrate analyzers, drainage pipes, and concrete removal and replacement.

CITY OF INGLEWOOD

- Prepared plans for the Water Main Pipeline Improvement Plans Phase V Project. The project involved the installation of new 8-inch ductile iron pipe main in 2nd Avenue, 3rd Avenue, 4th Avenue, and 5th Avenue from Arbor Vitae Street to Manchester Boulevard. The total length of pipe installed is 9,994 linear feet.

KINNELOA IRRIGATION DISTRICT

- Prepared plans for the East-West Tank Connector Pipeline Project. The project involved improving the reliability and service of the District's water distribution system by connecting the distribution system of its East Tank and West Tank Reservoirs with a 12-inch water line. The project also involved the installation of a 4" DIP main alongside the 12" DIP main in order to abandon an existing 4-inch waterline that runs through private properties. Mr. Roesch Also performed the utility research, coordinated with utility companies within the project vicinity.

LONG BEACH WATER DEPARTMENT

- Prepared plans and specification for the East 27th Street and Via Passilo Cast Iron Water Main Replacement Project which consists of the replacement of approximately 4,000 feet of 6 & 8 inch cast iron & ductile pipe.

CITY OF MONTEREY PARK

- Currently preparing plans and specifications for the water and sewer mains along Atlantic Boulevard. The proposed sewer main is from W. Hellman Avenue to Garvey Avenue with a length of approximately 2,700 LF and shall be 12" Vitrified Clay pipe (VCP).

CITY OF WHITTIER

- Prepared technical specifications for the Comstock Avenue Water Main Improvements Project. The project involved the removal and replacement of approximately 2,000 linear feet of 6-inch CIP with 12-inch ductile iron pipe and the repair of the existing concrete pavement.
- Designed the replacement of an aging approximately 4,450 ft. 6" cast iron water main along Beverly Boulevard between Palm Avenue and Citrus Avenue. The design of a new 8" ductile iron pipe will minimize construction and maintenance costs



ERIC SCHOENEN, P.E. **Construction Inspector**

OVERVIEW:

Mr. Schoenen has over 28 years of experience with a mix of land surveying, design, plan check, conditions of approval, strategic planning, and capital improvement projects. He has over 16 years of experience working for a Water Utility Franchise. Experience includes budget estimating, scheduling, technical report writing, and City Council Agenda Reports. Responsible for coordination with professional consultants and staff to implement CIP projects as a project manager.

EDUCATION:

California Polytechnic University,
Pomona

B.S. Civil Engineering, 1988
University of California, Riverside
Supervisory Excellence I and II, 1998

REGISTRATION:

Registered Civil Engineer, California
No. 52775

PROJECT EXPERIENCE

CITY OF ALHAMBRA

- Provided construction management and inspection services for the Valley Blvd./Almanson St. Sewer Replacement Project (Project). The work includes installation of approximately 1,380 ft. of 36" extra-strength VCP sewer along Almanson St. from San Marino Ave. to Valley Blvd. and approximately 1,830 ft of 30" extra-strength VCP sewer along Valley Blvd. from Almanson St. to Garfield Ave.
- Provided construction management services to install approximately 3,355 ft. of 20-inch ductile iron water pipeline along Westmont Drive. The new DIP construction replaces/abandons existing 4-inch and 14-inch cast iron pipe. The project also included pavement rehabilitation of 1.5-inch cold mill and overlay from gutter to gutter, curb and gutter replacements, stripping and utility cover adjustments.

CITY OF GLENDORA

- Provided construction inspection services for the Loraine Avenue Water Main Project which includes installation of approximately 6,715 lineal feet of 12" and approximately 4,090 linear feet of 16" ductile iron pipe and appurtenances, new water services, new fire hydrants, and 27 tie-ins to existing water lines.
- Provided construction inspection services for the Laurel Avenue Water Main Replacement Project which included the installation of approximately 1,400 lineal feet of 8" ductile iron pipe and appurtenances, new water services, new fire hydrants, and 2 tie-ins to existing water lines.

CITY OF POMONA

- Provided construction management services for the Water Main Replacement - Park Avenue to replace about 2,000 linear feet of a 12 inch steel water distribution main with a new 16- inch DIP main, including new hydrants and service connections. This project also aimed to remove/replace about 520 linear feet of VCP sewer in Holt Avenue, about 220 linear feet of VCP sewer in White Avenue, and about 92 linear feet of VCP sewer in/adjacent to Via Estrella.
- Provided construction management and inspection services for Westmont Service Lateral Replacement Project. The project included 20 locations and replacing 183 existing ¾" polyethylene water service laterals with 1" copper tubing from the meter connection to the water main, meter box replacement and relocation. Many of the main line service laterals were direct tap to an existing 12" ACP main line which required coordination with home owners, water maintenances staff, and water quality personnel to coordinate water main shut downs.

CITY OF SANTA MONICA

- Provided construction inspection services for the 3rd Court Water Main Replacement Project. The work consists of replacement of approximately 2,000 ft. of existing 8" CIP with 12" DIP in 3rd Court from Broadway Avenue to Wilshire Boulevard. The project's narrow working area behind the business district of the Santa Monica 3rd Street Promenade and required consistent coordination with these businesses regarding parking issues, deliveries, and their building maintenance.
- Provided construction management and inspection services for the Water Main Replacement/Upgrade Project (SP 2297). The project consists of approximately 10,000 ft. of 6" to 21" PVC pipe. Some nighttime work was involved because of heavy vehicular and pedestrian traffic on portions of the project.



PHONG TRAN

AutoCAD Designer

EDUCATION:

B.S. Civil Engineering
California State University Long Beach

RELEVANT COURSES:

Mapping and Surveying
Transportation Engineering
Highway Materials
Traffic Engineering
Fluid Mechanics & Lab
Hydraulic Engineering & Design
Structural Analysis
Highway Design
GIS Lab
Groundwater & Hydrology
Cost Benefit & Analysis

OVERVIEW:

Mr. Tran is an engineering assistant who recently graduated with the Civil Engineering degree with an emphasis in hydraulic and traffic engineering. He is well versed in the use of AutoCAD and GIS software. He has gained valuable experience by assisting the senior engineers with design calculations and researching information. He is participating in the assembly of proposals and statements of qualifications. He has worked on various projects, including water mains, storm, & street projects

PROJECT EXPERIENCE:

CITY OF ANAHEIM

- Conducted utilities research and preparing plans for the Solomon and Baja Drives Water Main Replacement project. The work included replacement of approximately 1,557 ft. of corroded 6" & 8" cast iron pipe with 8" PVC pipe. The project also consisted of replacing fire hydrants, valves, service lines, and appurtenances.

CENTRAL BASIN MUNICIPAL WATER DISTRICT

- Provided design services for the construction of approximately 24,600 ft. of new 8" to 20" recycled water main located in segments of Southern Avenue, Alameda St., Hildreth Ave and California Ave. to South Gate City Hall, and State St. The new pipeline will connect to an existing 12-inch recycled water pipeline in Southern Ave., in the vicinity of Park Ave., west of Atlantic Ave. The system extension will allow for the supply of recycled water to four schools, three parks, two manufacturing companies, a recreation center, & South Gate City Hall.

CITY OF CHINO

- Prepared plans & specifications for the Quadrant I Water Main Replacement Project which consists of 10,940 ft. of 8" PVC pipe to improve the existing water system. In addition, the project consists of the replacement of the replacement or reconnection of existing service laterals and reconnections to the existing water mains.

CITY OF WHITTIER

- Conducted utilities research and preparing plans for Comstock Avenue Water Replacement Project. The work includes replacement of approximately 2,000 ft. of 6" cast iron pipe with 12" ductile iron pipe on Comstock Avenue between Hadley Avenue and Wardman Avenue. The upgrading of the water to a large size is to provide adequate fire flow and supply within the area to accommodate future developmental projects. The project also consists of replacing service laterals and tie-ins to repair the existing concrete pavement along the trench width.
- Aided in the design for the replacement of a water main along Beverly Boulevard between Palm Avenue and Citrus Avenue to replace an aging water main with an approximate length of 4,450 ft. The existing 6" cast iron water main will be replaced with an 8" ductile iron pipe. The suggested design will minimize construction and maintenance costs by protecting the existing parkway and pine trees, and providing better access for maintenance of the proposed main.

WATER AND RECYCLED WATER PIPELINE PROJECTS

No.	Agency	Project	Length (Feet)	Size (Inches)	Material	Construction Cost (\$)	Complete (Year)	Services Provided					
								Site Study	Design	Cost Est.	Constr. Mngmt	Constr. Eng.	Constr. Inspec.
1	City of Ontario	Water Main Replacement, UT 1027	26,480	8 & 12	DIP	TBD	2019		X	X			
2	City of Monterey Park	Water Improvements along Atlantic Boulevard	3,700	12	Ductile Iron	15,000,000	2019	X	X	X			
3	City of Anaheim	Pepper Creek, Fern Haven, and Hadrians Crescent Water Main Replacement	1,450	4 & 8	PVC	400,000	2018		X	X			
4	Central Basin Municipal Water Dist.	Recycled Water Pipeline System Extension in the City of South Gate	24,600	8 to 20	PVC	8,000,000	2017	X	X	X			
5	City of Chino	Quadrant I Water Main Replacement	11,000	8	PVC	3,400,000	2018	X	X	X			
6	City of Whittier	Beverly Boulevard Water Main Replacement	4,450	8	Ductile Iron	1,200,000	2017	X	X	X			
7	City of Whittier	Comstock Avenue Water Main Replacement	2,000	12	Ductile Iron	600,000	2017		X	X			
8	City of Anaheim	8" Water Main Replacement in Solomon and Baja Drives	1,560	8	PVC	370,000	2017		X	X			
9	City of Alhambra	Replacement of 4" and 14" Water Main in Westmont Dr. between Sherwood & Norwich	3,500	6, 8	PVC	1,483,000	2017		X	X			
10	City of Anaheim	8" Water Main Replacement in Country Glen Way	5,300	4, 14	Ductile Iron	1,395,000	2016	X	X	X			
11	City of Santa Monica	Water Main Replacement/Upgrade Project	10,000	6 to 21	PVC	4,000,000	2015				X		X
12	Rose Hills Memorial Park	Recycled Water Line	12,500	4, 8	PVC	800,000	2015	X	X	X			
13	Long Beach Water Dept.	E. 27th Street & Via Pasillo Cast Iron Water Main Replacement	4,000	6, 8	Cast Iron & Ductile	600,000	2015		X	X			
14	Long Beach Water Dept.	Water Main Replacement Upgrade Project	10,000	6 to 21	PVC	3,500,000	2014				X		X
15	Kinneloa Irrigation District	East-West Tank Connector Project	3,550	4,12	Ductile Iron	644,000	2014	X	X	X			
16	Santa Monica	3rd Court Water Main Replacement Project	2,000	8, 12	CIP, DIP	900,000	2012				X		X
17	City of Pomona	Westmont Service Lateral Replacement Project	N/A	N/A	PE to Copper	390,000	2012				X		X
18	City of Azusa	W-265 Water Main Replacement Project	6,200	8, 12, 18	Ductile Iron	1,429,600	2012						X
19	City of Commerce	Camp Commerce Water Main	400	6	Ductile Iron	200,000	2012		X	X	X		X
20	City of Pomona	District 6 Phase IV Water Main Replacement	7,300	10, 12	Ductile Iron	1,900,000	2012		X	X			
21	City of Pomona	District 1, 2, & 5 Water Main Replacement	4,220	8, 10, 12	Ductile Iron	2,160,000	2012		X	X		X	
22	City of Pomona	As-Need Constr. Mgmnt Services FY08/09 Water & Sewer CIP: Phillips Ranch Water Laterals, Pot. & Rec. Water Fire Hydrants, and Flush/Lampholes Tanks Replacement	N/A	N/A	N/A	3,500,000	2011				X		
23	Kinneloa Irrigation District	Windover & Sierra Madre Villa Water Main Replacement Project in the City of Pasadena	2,210	8, 10, 12, 16	Ductile Iron	517,000	2011	X	X	X			
24	City of Pomona	District 4, Phase I Water Main Replacement	6,530	6, 8	Ductile Iron	2,368,000	2010	X	X	X		X	
25	City of Pico Rivera	Water Main Inter-Ties Project (design of 3 interconnections between exist mains)				250,000	2009		X				
26	City of Azusa	WVF-243 Water Treatment Plant Water Main & Sewer Force Main Installation	6,450	18, 24	Ductile Iron	1,600,000	2009						X
27	City of Lynwood	State Street & Tweedy Boulevard Water Main Replacement Project	2,900	8, 12	Ductile Iron	1,400,000	2009	X	X	X			
28	City of Pomona	District 2 & 3, Phase II Water Main Replacement	2,640	8	Ductile Iron	967,000	2009	X	X	X		X	
29	City of Anaheim	Katella Avenue 8" Water Main	1,700	6, 8	Ductile Iron	320,000	2008		X	X			
30	Kinneloa Irrigation District	Kinneloa Mesa Pipeline Projects	2,900	8"	Ductile Iron	152,000	2008		X	X		X	
31	City of Pomona	Reservoir St. Water Service Laterals	--	--	--	100,000	2008		X	X			
32	City of Pomona	Water System Security Updates	--	--	--	500,000	2008		X	X		X	
33	Long Beach Water Dept.	Two Alley Service Connection Conversion Projects	--	--	New Water Meters	630,000	2007						X
34	Kinneloa Irrigation District	Water Main on New York Drive	1,000	6,10	Ductile Iron	154,000	2007		X	X	X	X	X
35	City of Pomona	Water Main Replacement Bonita & Towne	7,200	10, 12	Ductile Iron	1,200,000	2007	X	X	X			
36	West Basin MWD	Anza Avenue Recycled Water Lateral at Sepulveda Boulevard	200	8	PVC	50,000	2007				X		X
37	City of Azusa	W-178 Main Replacement Project in Sixth, Barbara, and Virginia Streets	3,700	4,6,8	Ductile Iron	816,000	2007						X
38	City of Thousand Oaks	Construction of Waterlines at Various Locations	11,250	8, 10, 12	PVC	950,000	2007	X	X	X		X	
39	City of Anaheim	Harding Water Users Project	1,350	8	Ductile Iron	250,000	2006	X	X	X			
40	City of Anaheim	Amberwood Water Main Replacement Project	4,600	8	PVC	735,000	2006	X	X	X			
41	City of Pomona	Districts 4, 5, & 6 Water Main Replacement Project	22,400	6, 8,10,12	Ductile Iron	2,700,000	2006	X	X	X	X		X
42	City of Anaheim	Northfield Avenue and Willamette Drive Water Main Replacement Project	1,210	8	PVC	312,500	2005	X	X	X			
43	City of Anaheim	Katella Water Main Replacement Project	6,400	12	Ductile Iron	350,000	2005	X	X	X			X
44	City of Sierra Madre	Water Main Replacement Projects	1,940	6	Ductile Iron	200,000	2005		X	X			
45	City of Anaheim	Twin Peak Water Main Replacement Project	2,100	8	Ductile Iron/PVC	500,000	2004		X	X			
46	City of Torrance	I-25 Water Main Replacement Project, Phase II	22,540	6, 8	Ductile Iron	2,000,000	2004	X	X	X			
47	City of Riverside	Rumsey Drive and University Drive Water Main Replacement Project	6,000	8	Ductile Iron	600,000	2004		X	X		X	
48	City of La Habra	Two Mobile Home Park Rehabilitations	6,000	8	PVC	1,500,000	2004	X	X	X		X	
49	Long Beach Water Dept.	Cast Iron Main Replacement: Long Beach Blvd. Project	5,000	6, 8, 12	Ductile Iron	600,000	2003				X	X	X

WATER AND RECYCLED WATER PIPELINE PROJECTS

No.	Agency	Project	Length (Feet)	Size (Inches)	Material	Construction Cost (\$)	Complete (Year)	Services Provided					
								Site Study	Design	Cost Est.	Constr. Mngmt	Constr. Eng.	Constr. Inspec.
50	City of Torrance	I-20 Water Main Replacement	1,500	6,8	Ductile Iron	130,000	2003	X	X	X			
51	City of Azusa	Dalton Avenue Water Main Replacement	6,300	30	Ductile Iron	1,000,000	2003	X	X	X			
52	City of Pomona	Miscellaneous Pipeline Projects: Group 3 (Dist. 1 - Ph. 2 & Dist. 3 - Ph. 2)	24,600	6, 8, 12, 16	Ductile Iron	2,000,000	2003	X	X	X	X	X	X
53	City of Pomona	Miscellaneous Pipeline Projects: Five (5) Priority 1 Projects	24,000	6, 8, 10	Ductile Iron	2,000,000	2002				X	X	X
54	City of La Palma	City Yard Pipeline	100	14, 16	Steel	50,000	2002	X	X	X			
55	City of Riverside	Highgrove Water Main Replacement	9,600	8	Ductile Iron	900,000	2002		X	X	X	X	X
56	City of Riverside	Arroyo Drive Water Main Replacement	5,800	4, 8	Ductile Iron	600,000	2002		X	X	X	X	X
57	City of Pomona	30" Transmission Water Main	11,800	30	Steel	2,400,000	2002	X	X	X	X	X	X
58	City of Pomona	12" Water Main on San Antonio Avenue	5,800	8, 12	Ductile Iron	210,000	2002		X	X	X	X	X
59	City of Pomona	Potable Water Pipelines for Commercial, Rebecca, & Myrtle Avenue	5,600	8, 10	Ductile Iron	395,000	2001		X	X			
60	City of Torrance	Water Main Replacement 2000-2001: Artesia Boulevard	16,700	6, 8, 10, 12	Ductile Iron	1,500,000	2001	X	X	X		X	
61	City of Torrance	Recycled Water Distribution Pipeline 2000-2001: Artesia Boulevard	17,600	8	PVC/Ductile Iron	1,100,000	2001	X	X	X		X	
62	City of Pomona	CM & Inspection Services for Five Pipeline Replacement Projects	28,000	6, 8, 10, 12	Ductile Iron	2,000,000	2001				X	X	X
63	City of Chino Hills	Chino Avenue 20" Waterline Extension	1,900	20	Steel	200,000	2000	X	X	X			
64	Elsinore Valley MWD	Lakeshore 12" Waterline Replacement	6,000	12	Ductile Iron/PVC	500,000	2000	X	X	X		X	
65	City of Pomona	20" Reclaimed Water Main Under the 71 Freeway	400	20	Ductile Iron	50,000	2000		X	X			
66	City of La Palma	Replacement of 10" Asbestos Cement Pipe	1,000	10	PVC	33,000	1999	X	X	X		X	X
67	West Basin MWD	Carson Regional Recycling Water Plant: 14" Brine Line	27,000	14	HDPE	4,114,000	1999	X	X				
68	City of Pomona	Hawthorne Place Water Main Replacement	600	8	Ductile Iron	20,000	1999		X				
69	West Basin MWD	El Segundo Recycled Water Lateral	5,900	0	PVC	309,300	1998	X	X	X		X	
70	City of Torrance	Water Main Replacement: Prairie Avenue	2,100	4, 6, 8, 12	Ductile Iron	182,400	1998	X	X	X		X	
71	City of Arcadia	Campus Drive Water Main Project	4,700	8, 12	Ductile Iron/Steel	390,000	1997						X
72	East Pasadena Water Co.	Water Main on Oakdale Avenue & Woodward Boulevard	1,100	8	PVC	50,000	1997	X	X	X			
73	City of Tustin	Water Main Replacement	4,600	6, 8	PVC	294,000	1997		X	X		X	
74	City of Torrance	Water Main Replacement: 1997-98	19,000	6, 8, 12	Ductile Iron	1,276,000	1997		X	X		X	
75	City of Cerritos	Potable Water Main in Carmenita Road	1,600	16	Ductile Iron	326,000	1997	X	X	X			
76	City of Pomona	Hillcrest Drive Water Main	4,800	6, 8, 10	Ductile Iron	365,000	1997	X	X	X			
77	City of Pomona	Well No. 28 Water Line Improvements	1,500	8	Ductile Iron	75,000	1997	X	X	X			
78	City of Arcadia	12" Waterline on Colorado Boulevard	1,200	12	Ductile Iron	75,000	1996		X				
79	City of Torrance	Water Main Replacement - Torrance Boulevard	9,500	6, 8, 12, 16	Ductile Iron	650,000	1996		X	X		X	
80	City of Arcadia	Water Pipelines: 1st Avenue & Foothill Boulevard	3,000	12	Ductile Iron	300,000	1995		X	X			
81	City of Torrance	Water Main Replacement - Phase II	28,400	6, 8, 12	Ductile Iron	1,800,000	1995	X	X	X	X	X	
82	City of Torrance	Water Main Replacement - Phase I	21,000	6, 8, 10, 12	Ductile Iron	1,630,000	1994	X	X	X	X	X	X
83	City of Glendale	Brand Park Reclaimed Water Project	20,000	8, 10, 12, 16	Steel/PVC	1,200,000	1994		X	X			
84	CSU, San Luis Obispo	Potable Water Mains	11,000	8, 10, 12, 16	PVC	500,000	1994		X	X			
85	City of San Fernando	Water Main Installation	14,700	8, 12	Ductile Iron	800,000	1994						X
86	City of Simi Valley	Lilac Lane Tank Water Pipeline	1,000	12	Ductile Iron	20,000	1994		X	X			
87	City of Cerritos	Reclaimed Water Pipelines	7,700	6	PVC	400,000	1992		X	X		X	
88	City of Pomona	Water Pipelines	16,200	6, 8, 10	Ductile Iron	800,000	1992		X	X			X
89	City of Pomona	Water Pipelines	54,400	6, 8, 10, 12	Ductile Iron	3,100,000	1992						X
90	City of Azusa	Water Main Improvements	8,500	8, 12	Ductile Iron	500,000	1992		X	X	X	X	X
91	City of La Palma	City Yard Pipeline	100	14	Steel	20,000	1991	X	X	X			
92	City of Arcadia	Live Oak Water Facilities	1,000	24	Steel	100,000	1991						X
93	City of Whittier	Well Nos. 15, 17, & 18	1,500	20, 24	Steel	150,000	1991	X	X	X		X	
TOTALS =			711,230 135	Feet Miles		\$108,107,800							

SECTION III: PROJECT APPROACH

PROJECT UNDERSTANDING

It is our understanding that the City of Huntington Park (City) is seeking to engage a professional engineering consultant to provide professional design and construction management services for the replacement of two segments of water mains in the following streets:

- Hill Street, State Street to Salt Lake Avenue – Existing 6" Ductile Iron Pipe, 4,256 LF
- Cudahy Street, State Street to Otis Avenue – Existing 6" Ductile Iron Pipe, 4,775 LF

Currently, the City battles constant water main breaks and customer complaints of discoloration due to the old, corroded pipes. In addition, with increased demands in the area, the existing pipeline size becomes unsuitable to provide the required fire flows. As a result, the replacement aims to remediate these deficiencies. We understand the Project will include determining and recommending the proposed water main material and diameter size. The replacement will also include reconnection of existing water laterals, and replacement of fire hydrants, valves, water meters, and other appurtenances. Existing water mains will be put out of service/abandoned only when the new water mains are installed, inspected, and tested so as to keep fire and services available during construction.

SCOPE OF WORK

As defined in your RFP, we will provide design services as required under your scope of services, which will serve as the basis for the Project. We will execute each of these tasks through our proposed Scope of Work as follows:

Task 1: Kick-off Meeting, Conduct Field Review, and Surveys

- Conduct a Kick-off Meeting with City staff. Prepare meeting agenda and meeting minutes.
- Perform aerial topography with supplemental field survey and manhole inverts.
- Perform geotechnical investigations of the project locations to determine the soil characteristics and provide design recommendations. Per the Q&A, 10 boreholes will be performed.

Note: Per the Q&A, Traffic Control Plans will not be part of the scope of work. Since both Hill Street and Cudahy Street are primarily residential streets, referencing the WATCH Manual will be sufficient.

Task 2: Prepare Design Plans for Construction

- Conduct utility research and coordinate with utility companies to obtain as-built records and/or atlas maps in order to identify all utilities within the project limits.
- Potholing will be performed to locate the depth of significant utilities. Per the Q&A, 25 potholes will be performed.
- Prepare plans and profile at a scale of 1" = 40'. At this point, we anticipate a total of 13 sheets for this project as follows: Title Sheet (1), Notes (1), Index Map & Construction Notes (1), Plan & Profile (9), and Details (1). Design Plan submittals will include 30%, 65%, and 100% Final stages for review and comment.

Task 3: Project Specifications

- Prepare and submit the technical section of the specifications in accordance to the "Standard Specifications for Public Works Construction, 'Green Book'" (Latest Edition) and to the City's Standard Plans and Specifications. Specifications will be submitted at 30%, 65%, and 100% Final stages for review and comment.

Task 4: Construction Estimate

- Develop and submit the Engineer's Quantity and Cost Estimates for the Project during 30%, 65%, and 100% Final stages submittals.

Task 5: Permitting and Regulations

- The design of the water main shall comply with the California State Water Resources Control Board Division of Drinking Water (DDW) separation requirements. Coordination and approval with DDW will be necessary in areas where separation cannot be feasibly achieved.
- Identify permits and obtain approvals from other agencies as necessary.
- Ensure the Project complies with all applicable environmental regulations and as mentioned in the RFP.

Task 6: Construction Management Support and Inspection Services

- Provide construction management related services for the pre-, during, and post-construction phases of the Project as mentioned in the RFP. The specific scope breakdown shall not be reiterated here.
- Per the Q&A, this task item will include providing full-time construction inspection services such as onsite inspection with daily reports, ensuring project is constructed per project specifications, coordinating with utility companies as necessary, and other related work.

PROJECT SCHEDULE

The project kick-off meeting date of January 2, 2020 coincides with the approximate notice to proceed date set forth in the RFP. If the Notice to Proceed is issued at a different date, we will update our schedule accordingly. According to the RFP, we understand the Project is time sensitive and that the design must be completed and approved by August 3, 2020. We have included our project schedule in MS Project format shown in Section VI of this proposal.

SECTION IV: QUALITY ASSURANCE/QUALITY CONTROL

SA Associates has a Quality Assurance/Quality Control Program to Assure the Accuracy and Reliability of Services.

It is the goal of SA Associates to present clients with a superior product and responsive service. We are aware we can only continue to grow and remain a viable influence in the consulting engineering profession if we produce an excellent product. That is why we have established "excellence in engineering" as our credo. A sound company policy that emphasizes technical strength, professional conduct, efficiency and communication is applied to each project in order to achieve excellence. This policy is the basis of our Quality Assurance / Quality Control Program.

To ensure quality, a uniform review and checking procedure for all completed projects is adopted. This procedure ensures all work is reviewed and checked prior to submitting it to the client. Each member of our team makes it his/her responsibility to perform the services the best way possible, and to ensure that what is stated in writing or shown on drawings is correct, cost effective, and in conformance with SA Associates' standards.

Quality Assurance Program

Our basic philosophy to quality assurance is:

- Our review and checking procedure is a systematic approach with sufficient flexibility to be workable with a wide variety of projects. The timing and level of review is consistent with project needs.
- All projects are reviewed by an experienced individual not directly involved in the project but generally familiar with the project and the client.
- Responsibility for the quality of the final product rests jointly with the Project Manager/Engineer and the reviewer/checker.
- Responsibility for scheduling review and checking rests with the Project Manager/Engineer.
- All projects must be "signed off" by the checker following review and/or checking.

Quality Control Program

Upon award of contract and subsequent negotiation (as required), SA Associates would meet with project staff to confirm Client objectives regarding, but not limited to:

- Client needs and intent related to the projects technical aspects, public policy, and image.
- Satisfying the need of users of the final project.
- Contractor requirements, limitations, and preferences.
- Any other matters that may be peculiar to the project.

SECTION V: REFERENCES

CITY OF ALHAMBRA

YEAR COMPLETED:	2016
CONSTRUCTION COST:	\$1.3M
PROJECT MANAGER:	Shahnawaz Ahmad
ENGINEERS:	Phillip West, Adam Roesch
AUTOCAD DESIGNER:	Adam Roesch
SURVEYOR:	Geo-Environmental, Inc.
POTHOLING:	Safe-r-Dig Utility Surveys, Inc.
CONTACT:	Dennis Ahlen, Deputy Director of Utilities
TEL / E-MAIL:	626.570.3274 / dahlen@cityofalhambra.org
Westmont Drive Water Main Replacement Project	
Provided engineering design and construction support services for the replacement of approximately 3,500 ft. of 4" and 14" water mains in Westmont Drive from Sherwood Ave to Norwich Ave). The new main replaced two failing mains which have had several failures over the past 4-5 years. The new main supplies adequate fire flow while providing both transmission and distribution functions. Approximately 100 services were replaced for this project. SA Associates also provided construction management and inspection services for this project.	

CITY OF ANAHEIM:

COMPLETION DATE:	2018
CONSTRUCTION COST:	\$405,000
CONSULTANT FEE:	\$47,000
PROJECT MANAGER:	Shahnawaz Ahmad
ENGINEER:	Jorge Lovo
AUTOCAD DESIGNER:	Phong Tran
CONTACT:	Bill Moorhead, Water Division Principal Engineer
TEL / E-MAIL:	714.765.4165 / bmoorhead@anaheim.net
Water Main Replacement Projects: Pepper Creek Way, Fern Haven Lane, and Hadrians Crescent	
Prepared plans, specifications, and cost estimates replace approximately 1,500 linear feet of existing cast iron pipe (CIP) to polyvinyl chloride (PVC) pipe along various streets within Anaheim Hills. The pipes were installed between 1960s and 1970s, and were in need of replacement due to external corrosion of the pipeline. As a result, the corrosion causes numerous main breaks rendering water loss.	

CITY OF INGLEWOOD

YEAR COMPLETED:	Various
CONSTRUCTION COST:	Various
PROJECT MANAGER:	Shahnawaz Ahmad
ENGINEERS:	Phillip West, Adam Roesch
AUTOCAD DESIGNER:	Scott Walz
CONTACT:	Boytrese Osias, Sr. Engineer
TEL / E-MAIL:	310.412.5333 / bosias@cityofinglewood.org
<p>(1) Prepared plans and specifications for water main replacement on various street segments with a total length of 10,000 LF.</p> <p>(2) Prepared plans and specifications for approximately 3,000 feet of 8" ductile iron pipe water mains in 78th Street from 8th Street to Van Ness Avenue and West Boulevard to Victoria Avenue, Construction Cost/Year Completed: \$870k, 2014</p> <p>(3) Design of Water Main Replacement, Phase V, which included approximately 10,000 ft. of 8" & 12" ductile iron pipe in Second, Third, Fourth, and Fifth Avenues from Arbor Vitae to Manchester Boulevard. \$2.5M, 2016</p>	



KINNELOA IRRIGATION DISTRICT

YEAR COMPLETED:	2016
CONSTRUCTION COST:	\$644,000
PROJECT MANAGER:	Shahnawaz Ahmad
ENGINEER:	Phillip West
AUTOCAD DESIGNER:	Adam Roesch
SURVEYOR:	Online Engineering
CONTACT:	Mel Matthews, General Manager
TEL / E-MAIL:	626.797.6295 / mel@kinneloairrigationdistrict.info

East-West Tank Connector Pipeline Project

Prepared plans, specifications, and cost estimates for design of 2,800 ft of 12" DIP, including connections to existing main, Design of 960 ft of 4" DIP, including connections to existing 4" steel tunnel line, Design of two (2) Los Angeles County Flood Control District (LACFCD) channel crossings. This project is in a hilly area. Also provided construction support services.

We are currently designing Sierra Madre Villa and Villa Heights Water Main Improvement Project which consists of plans, specifications and design of approximately 1,360 ft. of 8" DIP. Design scope also includes connections to existing mains, entrance gate crossing, and miscellaneous fittings and appurtenances. SA Associates is also assisting KID in obtaining a permit from LA County for an area located in unincorporated LA County.

LONG BEACH WATER DEPARTMENT

YEAR COMPLETED:	2015
CONSTRUCTION COST:	\$600,000
PROJECT MANAGER:	Shahnawaz Ahmad
ENGINEERS:	Phillip West, Adam Roesch
AUTOCAD DESIGNERS:	Scott Walz
GEOTECHNICAL:	Geo-Environmental, Inc.
POTHOLING:	Safe-r-Dig Utility Surveys, Inc.
CONTACT:	Abelardo Rendon, Division Engineer
TEL / E-MAIL:	562.570.2341 / abelardo.rendon@lbwater.org

East 27th and Via Passilo Cast Iron Water Main

Prepared plans and specifications for the replacement of approximately 4,000 feet of 6 & 8 inch cast iron & ductile pipe.

CITY OF WHITTIER:

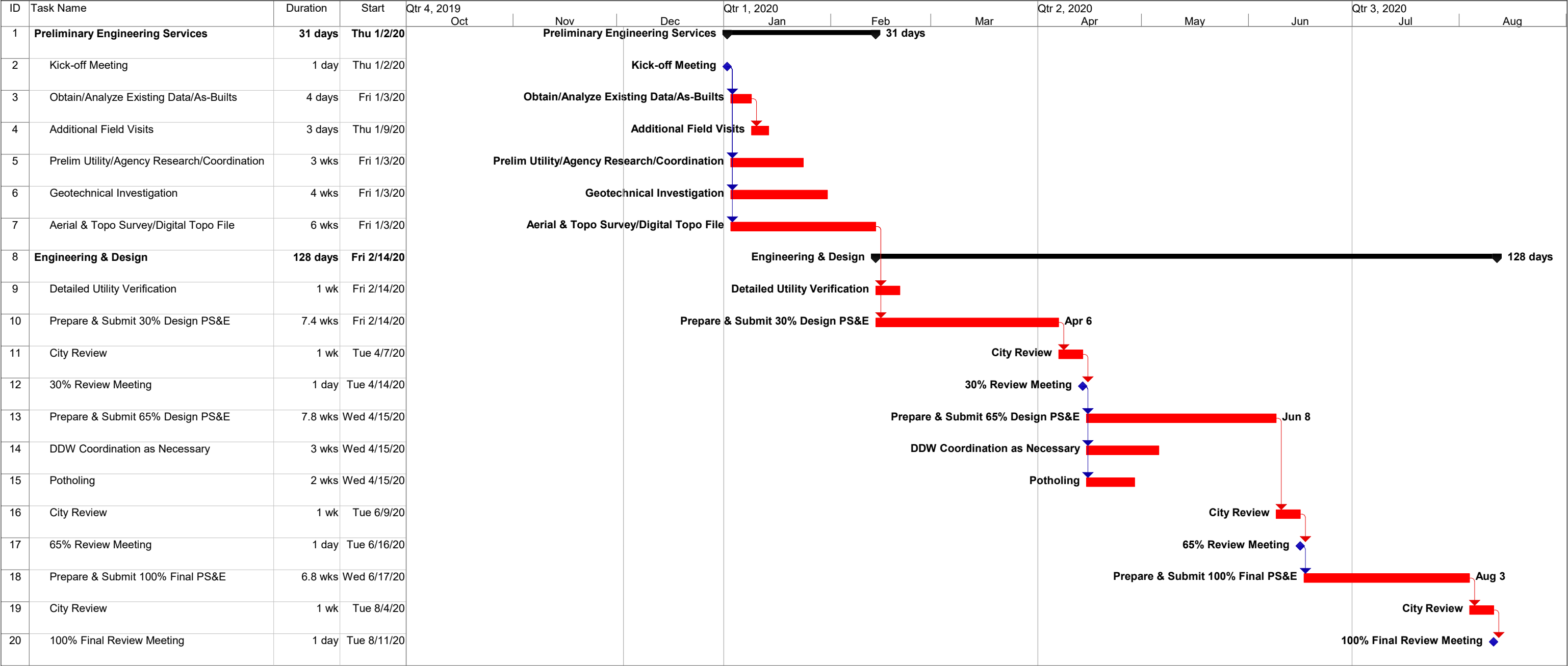
YEAR TO BE COMPLETED:	2017
CONSTRUCTION COST:	\$600,000
PROJECT MANAGER:	Shahnawaz Ahmad
ENGINEERS:	Jorge Lovo, Adam Roesch
AUTOCAD DESIGNER:	Phong Tran
SURVEYOR:	Online Engineering
GEOTECHNICAL:	Geocon West
POTHOLING:	Safe-r-Dig Utility Surveys, Inc.
CONTACT:	Carl Hassel, Capital Projects Administrator
TEL / E-MAIL:	562.567.9302 / chassel@cityofwhittier.org

Comstock Avenue Water Main Replacement Project

Designed the replacement of a water main in the uptown business district, along Comstock Avenue between Hadley Avenue and Wardman Avenue, for an approximate length of 2,000 ft., upgrading a 6" cast iron line to the 12" ductile iron pipe to provide sufficient flow within the area as well as for future improvements. The project will consist of replacing service laterals and tie-ins and to repair the existing concrete pavement along the trench width.



City of Huntington Park
Professional Civil Engineering Services for the
Water Main Replacement Project
(CIP No. 2019 - 07)
Design Schedule



SECTION VII: PROFESSIONAL SERVICES AGREEMENT

We have reviewed Attachment 2 - City's Standard Professional Services Agreement, contained in the Request for Proposal, and have the following comments:

RECITALS

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

II.

PERFORMANCE OF AGREEMENT

- 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~~ **professional** skill and attention ...

IV.

INSURANCE

4.1 DUTY TO PROCURE AND MAINTAIN INSURANCE

- B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number 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 **or if CONSULTANT does not own or lease automobiles Hired and Non-Owned Automobile Liability shall be accepted.**

- 4.5 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance **(except Professional Liability and Workers' Compensation)** provided by CONSULTANT shall be primary to any coverage available to the CITY of CITY's elected or appointed officials, officers, employees, agents or volunteers. ...

V.

INDEMNIFICATION

- 5.1 The Parties agree that CITY and CITY'S selected and appointment 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 **as set forth herein and to the extent** possible under the law. ...
- 5.2 ~~Work of CONSULTANT's Design Professional Services: Except for direct claims by the Parties against each other, the~~ **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~~ **to the extent found to be** 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, with or on behalf of~~ **for whom** CONSULTANT **is legally liable** in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of CONSULTANT to indemnify, ~~defend~~ and hold harmless pursuant to the subsection **does not include an upfront** ~~includes the duty to defend as set forth in section 2778 of the California Civil Code.~~ CONSULTANT's obligation to indemnify **does not apply** ~~applies except~~ to the extent that it is finally adjudicated that the liability was caused by the active negligence or sole will misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then CONSULTANT's indemnification obligation shall be ~~reduced~~ in proportion to the established comparative liability.

- 5.3 Work of All Other Persons/Non-Design Professionals: ~~Except for direct claims by the Parties against each other and~~ as otherwise provided under Section 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

VII.

MISCELLANEOUS PROVISIONS

- 7.13 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of 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 **based upon CONSULTANT's determined percentage of fault as set forth in California Civil Code 2782.8 as it is written as of the date of this Agreement.**



1130 W. Huntington Drive, Unit 12
Arcadia, CA 91007
Tel 626.821.3456
Fax 626.445.1461
www.saassociates.net

ATTACHMENT “C”

Proposal to Provide Professional Design and Construction Management Services for Water Main Replacement Project (CIP No. 2019-07)

December 4, 2019

SUBMITTED TO:

Cesar Roldan, Engineering Services Manager
City of Huntington Park – City Clerk's Office
6550 Miles Avenue
Huntington Park, CA 90255



1561 E. Orangethorpe Avenue, Suite 240
Fullerton, California 92831
(714) 526-7500 TEL | (714) 526-7004 FAX
www.cwecorp.com

**CWE**

177 E Colorado Blvd
Suite 200
Pasadena, CA, 91105
(626) 344-2026 PHONE
(714) 526-7004 FAX
www.cwecorp.com

December 4, 2019

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

Proposal to Provide Professional Design and Construction Management Services for Water Main Replacement Project (CIP No. 2019-07)

Dear Mr. Roldan,

Home to more than 60,000 residents, the City of Huntington Park (City) is an ethnically diverse gem in the County of Los Angeles. The City's existing water distribution infrastructure is nearing the end of its useful life and water customers are concerned about the reliability of the services in the area as well as discolored water due to old, corroded, unlined steel water mains. Currently, the City is in need of a qualified and experienced consultant to provide architectural and engineering design services for the Water Main Replacement Project (CIP No. 2019-07). CWE is that consultant!

Having provided similar services to multiple public agencies across Southern California including the City of Santa Monica and the City of Rancho Palos Verdes, CWE, and specifically our Project Manager, William "Bill" Young, PE, is amply qualified to provide the City with plans, specifications, and estimates (PS&Es) and construction management services during the construction phase of this water main replacement project.

"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."

We look forward to furthering our relationship with you and welcome the opportunity to further discuss our qualifications. I am the authorized representative to bind CWE, a California corporation, to the terms of this contract. If you have questions or require additional information, please contact Project Manager, Bill Young, at (714) 526-7500 Ext. 103 or at wyoung@cwecorp.com.

Respectfully submitted,
CWE

Vik Bapna, PE, ENV SP, CPSWQ, QSD/P
Principal

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Consultant's Background



Since 2006, CWE's trusted and distinguished civil infrastructure, water resources, and environmental engineering services have enhanced the quality of life of our esteemed communities. We are privileged to have served over 150 public municipalities, utility companies, private businesses, and federal agencies who have benefitted from our promise of **Creating a Better Tomorrow, Today™**. Our award-winning industry leaders actively work to cultivate the engineering protégés and environmental stewards of tomorrow. We work tirelessly to bring the mastery, creativity, and commitment necessary to deliver forward-thinking results to enhance the communities we live, work, and play in, leaving them better for the next generation. This is the CWE standard.

We are a Disadvantaged (DBE), Minority (MBE), and Small Business Enterprise (SBE).

CWE has been providing design and construction management services for water main projects for more than 13 years. Following careful field reconnaissance and thorough examination of historical documents including city data and public records, our experts arm themselves with as much information as possible to provide the most informed and well-suited design recommendations. CWE has provided similar services to those requested in the City's Request for Proposal (RFP) on such projects as the Rancho Palos Verdes Storm Drain Point Repair and is currently providing these services for the City of Santa Monica as part of their Annual Water Main Replacement Program.

Our staff has provided design services on over 250 pipeline and water main projects for municipalities throughout Southern California. As the City needs help with a water distribution system on Hill Street (State Street to Salt Lake Avenue) and Cudahy Street (State Street to Salt Lake Avenue) stretching over 9,000 linear feet, CWE comes equipped with over 2,600,000 linear feet worth of piping infrastructure experience to ensure this project is done right. The vast number of solutions we have successfully used against a diverse range of associated challenges means there will be no learning curve as we deliver project management; Plans, Specifications, and Estimate (PS&Es); utility research and coordination; bidding and construction support; and record drawing tasks. CWE has an incredibly low percentage of change orders, which means you keep more money in your budget in addition to receiving high-quality services. While we cannot put a price on the importance of enhanced community infrastructure, we understand that factors such as working on condensed timelines and within strict budgets are just as vital to the City. Since our inception in 2006, **CWE has averaged only 4% in construction change orders**, ensuring from the get-go that projects stay within budget in a timely manner from award to close-out, and our clients are not on the receiving end of unwelcome financial surprises.

250	Successful Pipeline Projects
+2.6M	Linear Feet of Piping Infrastructure Experience



CWE Experience Spotlight



City of Santa Monica Annual Water Main Replacement Program

CWE provided design services for the replacement and upgrades of existing water mains at three sites in the City of Santa Monica for the City's Annual Water Main Replacement Program. This program is a long-term effort to replace and upgrade water mains based on age, condition, and capacity demands. CWE provided design services for new water main pipelines, encompassing approximately 2,230 linear feet of 8-inch cast iron pipe over three project locations on Ocean Avenue, Seaside Terrace, and Olympic Drive South. Tasks included: utility research and coordination with various utility agencies; a topographic survey for each project segment; preparation of PS&Es, including traffic control plans, tie-in connections and necessary related appurtenances, water meters and laterals, air and vacuum release valve assemblies, blow-off and manual drain assemblies, and fire hydrant assemblies; utility potholing; and obtaining all necessary permits. Construction support services included: contract document interpretation and bidding assistance, reviewing and responding to RFIs and RFCs, conducting weekly field visits, attending bi-weekly construction process meetings, and preparing final record drawings.



Qualifications and Experience of Consultant's Personnel

Below are brief introductions to our key personnel with more detailed resumes beginning on **Page 5**. All key personnel are located in our Fullerton, California headquarters.



Education

BS, Civil Engineering

Registrations

Civil Engineer, CA, 35715

William "Bill" Young, PE | Project Manager Bill is a respected leader in the California civil engineering community, with 39 years of experience managing large and small design projects from conceptualization and design through construction. **He has designed more than 100 water infrastructure projects, including water main, pipeline, and storm drain design and repair projects.** Bill has managed or played an integral role on the replacement and upgrade of approximately 2,230 linear feet of water mains at three different sites for the City of Santa Monica Annual Water Main Replacement Program, design of over 1,300 linear feet of water and storm drain piping for the City of Torrance North Well Field Phase II, and improvement of 5,500 linear feet of pipelines for the US Army Corps of Engineers (USACE) Dulzura Brown Field Patrol Station. One of his most notable water main projects is the Naval Facilities Engineering Command (US Navy/NAVFAC) Design-Build Potable Water Main Extension Project in Camp Pendleton, California, in which he managed the design-build of approximately 24 miles of 14-inch and 24-inch diameter pipeline. His experience has included developing Plans, Specifications, and Estimates (PS&Es); preparing as-built drawings; managing hydraulic reports for water main design; and reviewing project sites to ensure plans are complete and accurate.

- City of Santa Monica Annual Water Main Replacement Program
- California Department of Corrections and Rehabilitation RJ Donovan State Prison Level II Infill Facility
- City of Santa Monica Engineering Design Street and Storm Drain Improvements
- City of Rancho Palos Verdes Storm Drain Point Repair



Education

BS, Civil Engineering

Registrations

Civil Engineer, CA, 52060
ENV SP™
CPSWQ, 543
QSD/P, 368

Vik Bapna, PE, CPSWQ, QSD/P | Principal-in-Charge and Quality Assurance/Quality Control (QA/QC) Manager He is a founding Principal of CWE with 28 years of professional experience in the planning, engineering, management, and construction of civil engineering projects. Vik has managed over \$200 million in multi-disciplinary projects for federal, state, and municipal agencies. He has performed QA/QC for a wide range of water resources and civil engineering projects.

- City of Santa Monica Annual Water Main Replacement Program
- US Bureau of Indian Affairs Fort Peck Reservation Rural Water System
- City of Glendora Water System Modeling for Tract 45858
- City of Torrance North Well Field Phase II



Education

MS & BS, Civil Engineering

Steven Bell, PE, CFM, ENV SP, QSD | Design Support He has 15 years of specialized experience in water resources engineering. Steven has performed hydrologic and hydraulic analyses for streams, flood control channels, rivers, and floodplains, and prepared flood mapping and drainage reports. Steven's modeling experience includes using industry standard hydrologic and hydraulic software, including HEC-RAS, WSPG, and SWMM.

- City of Santa Monica Annual Water Main Replacement Program
- City of Rancho Palos Verdes Storm Drain Point Repair
- City of Lawton 45th Street Water Main, Street, and Drainage Reconstruction Project

City of Huntington Park

Professional Design and Construction Management Services for Water Main Replacement Project (CIP No. 2019-07)

*Steven Bell, PE, CFM, ENV SP,
QSD continued*

Registrations

Civil Engineer, CA, 81531
ENV SP™, 30283
CFM, US-19-11240
QSD C81531



Chris Pendroy, ENV SP, QSD/P | Construction Management Support Chris has 23 years of experience in inspecting Capital Improvement Projects (CIPs) in order to verify compliance with construction plans, specifications, and regulatory requirements. His expertise includes conducting field visits and job walks; completing structural calculations; managing utility coordination and research; developing improvement plans on street, water and sewer main, streetscape, and storm drain projects; and coordinating with local residents, municipalities, and staff to ensure successful project completion.

Education

MS & BS, Civil &
Environmental Engineering

Registrations

ENV SP™
QSD/P 24503



Tammy Takigawa, EIT, ENV SP | Design Support Tammy has five years of experience assisting licensed staff with civil design and water resource projects throughout Southern California. Tammy's duties include utility coordination, CADD drafting, revising plans, technical report writing, and field investigations, BMP design, Low Impact Development (LID) planning and implementation, and permitting. She is also proficient in hydrologic and hydraulic modeling software, including WMS, XP-SWMM, and WSPG. Tammy has conducted thorough research on several projects for local municipalities, which involved compiling data and records related to utilities, hydrology and hydraulics, existing facility plans, and water quality.

Education

BS, Civil Engineering

Registrations

Engineer-in-Training, 154975
ENV SP™



Mike Nguyen | Design Support Mike has 13 years of civil engineering experience involving design, public works construction, and land development projects. His recent experience includes managing capital improvement projects, as well as Plans, Specifications, and Estimates (PS&E) and traffic control plan preparation for public works projects, including parking lot, street, water supply, park, and median improvement projects. Mike also provides design for grading and drainage; street and highway design, LID, geometric layout, and pavement rehabilitation. He played an integral role on the City of Torrance North Well Field Phase II Storm Drain project, in which he provided PS&Es for water and storm drain piping connected to the existing City water and County storm drain systems.

Education

BS, Civil Engineering

- City of Santa Monica Annual Water Main Replacement Program
 - City of Torrance North Well Field Phase II
 - US Army Corps of Engineers Dulzura Brown Field Border Patrol Station
-

Project Approach

CWE's project approach is presented below. Please see the proposed schedule on **Page 13** for detailed project timeline.

Task 1 – Conduct Field Review and Surveys

Following Notice to Proceed, CWE will schedule and convene a kickoff meeting with the City. Following the kickoff meeting, CWE will conduct an engineering review, a geotechnical investigation, and a topographic survey. The engineering review will include a review of existing plans, studies, and other relevant information supplied to CWE by the City. The geotechnical investigation will include up to ten (10) borehole locations and testing for construction issues including seismic parameters, trench stability, shoring, backfill, soil bearing strength, groundwater conditions, dewatering, bedding, backfill, R-values, corrosivity, and soil physical properties. The geotechnical investigation will be summarized in a Geotechnical Report. The topographic survey will establish ground control and provide reference points for construction layouts along Hill Street and Cudahy Street. The survey will identify existing street monuments, surface features of the affected project areas, and locations of existing marked underground utilities, and it will include 1-foot contours on both Hill Street and Cudahy Street between State Street and Salt Lake Avenue. Development and maintenance of a project schedule will also be included in Task 1.

Task 2 – Prepare Design Plans for Construction

CWE will prepare a detailed base map to be used as a background for developing design plans, incorporating information from the topographic survey. CWE will perform utility research, including up to 25 potholes, and prepare and send out utility notices. Prior to the preparation of design plans, CWE will schedule a scoping meeting with the City. CWE will prepare design plans for submittal at the 30%, 65%, and 100% (Final) completion levels. The plan set will include traffic control plans and a project phasing plan. CWE assumes as a part of Task 2 that there will be five (5) additional meetings with City staff following the scoping meeting, and two (2) meetings with stakeholders prior to final design.

Task 3 – Project Specifications at 30%, 65%, and 100% Submittal

CWE will prepare specifications in conformance with the current Standard Specifications for Public Works Construction (Greenbook), and CWE will provide the required standards and reference materials in the City's standard contract documents, ensuring that every item of work includes both a measurement and a payment clause.

Task 4 – Construction Estimate

CWE will prepare an Engineer's construction estimate with the 30%, 65% and 100% plan submittal. CWE will include quantities and unit prices with back-up quantity calculations.

Task 5 – Permitting and Regulations

CWE will document, design, and incorporate environmental requirements, mitigation measures, NPDES requirements, BMPs, air/water quality, and erosion/sediment control into the Project construction documents. CWE assumes the City will obtain and maintain all state, federal, and local permits and licenses required for ownership, operation and maintenance of the proposed improvements. CWE will attend up to two (2) City Council meetings as a part of Task 5.

Task 6 – Construction Management (CM) Support Services

CWE will provide services prior to, during, and following construction. These services are anticipated for up to seven (7) months of construction and will include overseeing a preconstruction meeting, attending weekly meetings with the contractor during construction, assisting the City with review and response of up to 35 Requests for Information (RFIs), review of up to 40 contractor submittals, conducting a project walk through, preparing a Punch List, assisting the City with Project Close Out, and providing Mylar plots of Project record drawings.

Proposed Personnel

William “Bill” Young, PE

Project Manager

William “Bill” Young is a respected leader in the California civil engineering community, with 39 years of experience managing large and small design projects from conceptualization and design through construction. He has managed and played a key role on several water main and pipeline design and modification projects. Bill has significant experience designing, realigning, and relocating water mains and lines for pressurized systems and storm drains.



Years of Experience

39

Education

BS, Civil Engineering,
California State Polytechnic University,
Pomona

Registrations

Civil Engineer, CA, 35715

RELEVANT EXPERIENCE

City of Santa Monica Annual Water Main Replacement

Program Project Manager for the replacement and upgrades of existing water mains at three sites. This program is a long-term effort to replace and upgrade water mains based on age, condition, and capacity demands. Provided design services for new water main pipeline encompassing approximately 2,230 linear feet of 8-inch cast iron pipe over three project locations on Ocean Avenue, Seaside Terrace, and Olympic Drive South. Tasks managed included: utility research and utility agency coordination; a topographic survey for each project segment; preparation of PS&Es including traffic control plans, tie-in connections and necessary related appurtenances, water meters and laterals, air and vacuum release valve assemblies, blow-off and manual drain assemblies, and fire hydrant assemblies; utility potholing; and obtaining all necessary permits. Construction support services included: contract document interpretation and bidding assistance, reviewing and responding to RFIs and RFCs, conducting weekly field visits, attending bi-weekly construction process meetings, and preparing final record drawings.

Naval Facilities Engineering Command Design-Build JV P1045 Potable Water Main Extension

Project Manager for utility and site design for Marine Corps Base Camp Pendleton's Potable Water Main Extension. This project involved designing and constructing approximately 24 miles of new potable water conveyance from the North System to the South System. The work included the construction of new, higher capacity potable water collection system pipelines and three pumping stations. Elements of this 126,000-linear-feet pipeline project included: 89,400 linear feet of 24-inch diameter HDPE pipeline, 26,600 linear feet of 14-inch diameter HDPE pipeline, three major water crossings that totaled 10,000 feet of pipeline placed under river depths using horizontal directional drilling, two pumping stations and one pressure-reducing station, and new 3-million-gallon AWWA D-110 Type III pre-stressed concrete reservoir.

California Department of Corrections and Rehabilitation RJ Donovan State Prison Level II Infill

Facility Site Civil Design Manager for the preparation of design/build bridging documents for the expansion of RJ Donovan State Prison, which will cover approximately 40 acres and add 105,000 square feet of accessory and support structure facilities for an additional 792 inmates and 190 staff. Civil design work included evaluating the current available capacity of the existing utility systems (water, wastewater, solid waste, electricity, and natural gas) and the impact of the project's potential additional demand on these systems. Project design required analysis of sewer conveyance/treatment capacity and water supply/storage for the site infrastructure. Water system design included hydraulic modeling to size three 1.25 million gallon storage tanks and water mains for potable usage and fire flows. Ultimate design considerations were presented for water distribution system pipe sizes, additional potable water storage capacity, and a booster pump station to supply adequate pressure for the system.

City of Torrance North Well Field Phase II Project Manager for design services to upgrade the City's domestic water system. The project included well numbers 9 and 11, an access road, utilities, a three-million-gallon water tank, and a booster pump station at the Yukon site in North Torrance. Phase I of the North Torrance Well Field project was recently completed. The Phase II design provided the City with final PS&Es for water and storm drain piping south of I-405 and connected to the existing City water and County storm drain systems near West 182nd Street. The Phase II design included the water main from the City's Well Number 9 to an existing connection in front of Yukon Elementary School. In addition to the water line, this project included a 48-inch overflow/storm drain to be installed under I-405 and connect to the existing County storm drain near West 182nd Street. Tasks included: design for jack-and-bore installation of 48-inch diameter steel casing for 30-inch diameter concrete storm drain pipe; data gathering; utility research, including potholing; permit processing for Caltrans and the LACFCD; obtaining DSA approvals; performing a design survey and hydraulic analysis; preparing PS&Es; and providing bid and construction support.

Vik Bapna, PE, ENV SP, CPSWQ, QSD/P

Principal-in-Charge and QA/QC Manager

Vik Bapna has 28 years of experience in the planning, design, and construction management of urban infrastructure improvements. He has managed more than \$200 million worth of water main and line projects, and is experienced in public involvement, QA/QC, and managing multi-disciplined teams. Vik is well-known for his ability to maintain project schedules and budgets, and ability to work through difficult issues that arise in designing complex projects.



Years of Experience

28

Education

BS, Civil Engineering,
New Jersey Institute of Technology

Registrations

Civil Engineer, CA, 52060
Envision™ Sustainability Professional
Credential
Certified Professional in Storm Water
Quality, 543
Qualified SWPPP Developer/
Practitioner, 368

RELEVANT EXPERIENCE

City of Santa Monica Annual Water Main Replacement

Program Principal-in-Charge for replacing and upgrading existing water mains at three sites in the City of Santa Monica for the City's Annual Water Main Replacement Program. This program is part of a long-term effort to replace and upgrade water mains based on age, condition, and capacity demands. Provided design services for new water main pipeline, encompassing approximately 2,230 lineal feet of 8-inch cast iron pipe over three project locations on Ocean Avenue, Seaside Terrace, and Olympic Drive South. Tasks included: utility research and coordination with various utility agencies; a topographic survey for each project segment; preparing Plans, Specifications, and Estimates (PS&Es) including traffic control plans, tie-in connections and necessary related appurtenances, water meters and laterals, air and vacuum release valve assemblies, blow-off and manual drain assemblies, and fire hydrant assemblies; utility potholing; and obtaining all necessary permits.

City of Glendora Water System Modeling for Tract 45858 Principal-in-Charge tasked to study Zone 13 pipe network with the addition of new infrastructure (pumps, pipe, and reservoirs) to be constructed by a residential land development project as part of the City's Sewer Master Plan update. Tasks included reviewing plans and collecting relevant information; developing a hydraulic model of the Tract 45858 water system and portions of the existing system, including Zone 3 and Zone 13 mainlines, hydrants, a Zone 13 booster pump station, Zone 13 reservoirs, Zone 14 pumps, and a hydropneumatic tank; preparing hydraulic model runs for various scenarios; submitting hydraulic models runs for City review; and preparing a final report of the analysis' purpose, basis of the model input data, model run output data, and a discussion of recommended water system modifications to meet system performance requirements.

City of Torrance North Well Field Phase II Principal-in-Charge for design services provided to the City of Torrance for the North Torrance Well Field Phase II project to upgrade their domestic water system. The project included well numbers 9 and 11, an access road, utilities, a 3-million-gallon water tank, and a booster pump station at the Yukon site, located west of Yukon Elementary School in north Torrance. Phase I of the North Torrance Well Field project was recently completed. The Phase II design provided the City with final Plans, Specifications, and Estimates (PS&Es) for water and storm drain piping south of I-405 and connected to the existing City water and County storm drain systems near West 182nd Street. The Phase II design included the water main from the City's Well Number 9 situated in McMaster Park. In addition to the water line, this project included a 48-inch overflow/storm drain to be installed under I-405 and connect to the existing County storm drain near West 182nd Street. Tasks included: design for jack-and-bore installation of 48-inch diameter steel casing for 30-inch diameter concrete storm drain pipe; data gathering; utility research, including potholing; permit processing for the California Department of Transportation (Caltrans) and the Los Angeles County Flood Control District (LACFCD); obtaining Division of the State Architect (DSA) approvals; performing a design survey and hydraulic analysis; and preparing PS&Es.

US Bureau of Indian Affairs Fort Peck Reservation Rural Water System Principal-in-Charge for the examination, analysis, and assessment of costs associated with the operation and maintenance (O&M) program for the Fort Peck Reservation Rural Water System. Tasks included: examination of the Missouri River intake pumping plant location, approximate locations of the raw intake water pipeline to the treatment plant, and the treatment plant facility located four (4) miles from the intake structure; review of engineering drawings and reports; field visits; review of applicable statutes; regulatory guidance; and preparation of a final report to determine the extent of the water project undertaking, expected work required to operate and maintain the facility, associated costs and offsets, and ensuring that the system is operating pursuant to statutory limitations.

Steven Bell, PE, ENV SP, CFM, QSD

Design Support

Steven Bell is a professional civil engineer with a specialization in water resource engineering. He has over 15 years of professional experience performing hydrologic and hydraulic analyses, flood mapping and drainage reports. He has prepared reports on behalf of private, state, local, and tribal clients in order to achieve compliance with regulations. In addition, Steven has developed plans for reconstruction of roadways and stormwater conveyance facilities for several municipalities in Oklahoma.



Years of Experience

15

Education

MS, Civil Engineering, 2006,
University of Oklahoma

BS, Civil Engineering, 2004,
University of Oklahoma

Registrations

Civil Engineer, CA, 81531

Civil Engineer, OK, 24571

Envision™ Sustainability Professional
Credential, 30283

Certified Floodplain Manager, US-19-
11240

RELEVANT EXPERIENCE

City of Santa Monica Annual Water Main Replacement

Program Senior Engineer for the replacement and upgrades of existing water mains at three sites in the City of Santa Monica for the City's Annual Water Main Replacement Program. Provided design services for new water main pipeline, encompassing approximately 2,230 lineal feet of 8-inch cast iron pipe over three project locations. Tasks included: utility research and coordination with various utility agencies; a topographic survey for each project segment; preparation of PS&Es including traffic control plans, tie-in connections and necessary related appurtenances, water meters and laterals, air and vacuum release valve assemblies, blow-off and manual drain assemblies, and fire hydrant assemblies; utility potholing; and obtaining all necessary permits. Construction support services included: contract document interpretation and bidding assistance, reviewing and responding to RFIs and RFCs, conducting weekly field visits, attending bi-weekly construction process meetings, and preparing final drawings. Steven performed hydrologic and hydraulic calculations, produced documentation to procure a connection permit on behalf of the City from LACFCD, communicated with LACFCD to acquire said permit.

City of Lawton 45th Street Water Main, Street, and Drainage Reconstruction Project Project Engineer and Design Lead for the 45th Street project in Lawton. The project, a reconfiguration of 1.5 miles of arterial roadway and storm drain in east Lawton, required the relocation of two parallel water mains, a 12-inch line on the east side of the street and a 24-inch line on the west side of the street. Prepared waterline plans showing the relocation of the two lines, the abandonment of existing lines, the connection to existing laterals on cross streets, and all appurtenant bends, valves, joints, structures, thrust blocks, sleeves, and hydrants so that relocation could occur before the street and storm drain construction began. Relocation efforts involved extensive coordination with utility companies and property owners, and a master utility relocation plan was prepared, along with the legal documents necessary for permanent utility easements and temporary right-of-way parcels.

City of Rancho Palos Verdes Storm Drain Point Repair Senior Engineer providing hydraulic calculation revisions for design services to the City of Rancho Palos Verdes for the Storm Drain Point Repair project. The City completed a storm drain lining project in 2013, and during that project, a number of pipes were identified as requiring replacement or significant repairs before lining could be completed. Tasks include: replacement or repair design for over 1,500 feet of storm drains in 11 different locations, drainage course bank revetment, reviewing existing records and data, conducting hydrologic and hydraulic analyses for each of the sites, performing topographic surveys, performing geotechnical investigations, locating utilities, conducting biological assessments, obtaining all necessary permits, and preparing PS&Es for each of the 11 project sites. Steven performed verification and quality control of hydraulic calculations performed by the project team.

Yorba Linda Town Center Infrastructure Improvements Project Senior Engineer for stormwater management services provided to the City of Yorba Linda for a project to develop a 27-acre area within downtown Yorba Linda and include street widening and upgrades to existing facilities. Tasks included preparation of a WQMP to meet the City's requirements, the development of an erosion control and SWPPP program plan, and attending meetings with the City.

Chris Pendroy, ENV SP, QSD/P

Construction Management Support

Chris Pendroy is experienced in inspecting projects to verify compliance with construction plans, specifications, and regulatory requirements. His expertise includes conducting field visits and job walks, completing structural calculations, managing utility coordination and research, developing improvement plans, and coordinating with local residents, municipalities, and staff to ensure successful project completion. Chris' duties include conducting post-construction BMP inspections, QSP inspections, SWPPP development reviews, preparing plans for complex BMP infrastructure, gathering data and preparing stormwater master plans, and assisting clients with regulatory compliance.

RELEVANT EXPERIENCE

City of Torrance North Well Field Phase II Storm Drain Senior Engineer for design services for the North Torrance Well Field Phase II project to upgrade their domestic water system. The Phase II design provided the City with final PS&Es for water and storm drain piping south of I-405 and connected to the existing City water and County storm drain systems near West 182nd Street. The Phase II design included the water main from the City's Well Number 9 in McMaster Park, south in Yukon Avenue to an existing connection in front of Yukon Elementary. This project also included a 48-inch overflow/storm drain to be installed under I-405 and connect to the existing County storm drain near West 182nd Street. Tasks included: design for jack-and-bore installation of 48-inch diameter steel casing for 30-inch diameter concrete storm drain pipe, data gathering, utility research, permit processing for Caltrans and the LACFCD, obtaining DSA approvals, performing a design survey and hydraulic analysis, and preparing PS&Es.

City of Santa Monica Ocean Avenue Roadway Resurfacing Project Manager for design services for the resurfacing of Ocean Avenue from Moomat Ahiko to Pico Boulevard. This project was incorporated with the replacement and upgrades of existing water mains along Ocean Avenue as part of the City's replacement program. CWE provided design services for street resurfacing, water main replacement, and traffic control, encompassing approximately 2,230 lineal feet along Ocean Avenue, Seaside Terrace, and Olympic Drive South. Tasks included: utility research and coordination with various utility agencies; a topographic survey for each project segment; preparation of Plans, Specifications, and Estimates (PS&Es), including roadway resurfacing and details, traffic control plans, water main replacement plans; utility potholing; coordination with the City and local businesses along Ocean Avenue for the phased construction; and obtaining all necessary permits. Construction support services include: contract document interpretation and bidding assistance, reviewing and responding to Requests for Information (RFIs) and Requests for Comments (RFCs), conducting weekly field visits, attending bi-weekly construction process meetings, and preparing final record drawings.

Orange County Water District (OCWD) Transfer Pipeline Design Engineer for transfer pipeline connecting recharge ponds of the groundwater replenishment system adjacent to the Santa Ana River. Project included the design line and grade, and hydraulic analysis for a 66-inch diameter RCP pipeline proposed to improve operational flexibility in delivery of recharge water to four ponds of the OCWD- Groundwater Replenishment System. Chris conducted hydraulic analysis and design of weir regulated headworks, turnout diversion structures with sluice gate control, outlet structures with auxiliary submersible pump stations, culvert analysis for alternate intake structure from Santa Ana River, and a primary outlet structure with energy dissipation at end of pipeline.

City of Temecula Flood Control Channel Reconstruction and Repair Prepared schematic design drawings and preliminary cost estimates for reconstruction and repair of flood control channels adjacent to or running through Pala Community Park, Margarita Community Park, and Long Canyon Creek Park, in the City of Temecula. Tasks included: determining appropriate and cost-effective methods and materials to stabilize banks and solve flood control channel issues; preparing preliminary cost estimate; preparing schematic design of the preferred improvements chosen by the City; and seeking review and comment on the schematic design from resource agencies for the first phase of the project. The second phase is currently under design, which involves developing PS&Es, assessing jurisdictional delineation, evaluating environmentally sensitive areas and potential species that could be impacted, coordinating work with local native tribes, coordinating the geotechnical investigation, and preparing permit packages for approval by regulatory agencies.



Years of Experience

23

Education

MS, Civil & Environmental Engineering,
University of California, Irvine
BS, Civil Engineering,
University of California, Irvine

Registrations

Envision™ Sustainability Professional Credential
Qualified SWPPP Developer and Practitioner. CA. 24503

Tammy Takigawa, EIT, ENV SP

Design Support

Tammy Takigawa is certified as an EIT and currently assisting licensed staff with water resources, civil design, stormwater management, and water quality monitoring projects. She has conducted thorough research on several projects for local municipalities, which involved compiling data and records related to utilities, hydrology and hydraulics, existing facility plans, and water quality. Her duties include water quality monitoring, drafting and revising plans, technical report writing, and field investigations. Additional experience includes BMP design, LID planning and implementation, permitting, monitoring, and stormwater compliance.

RELEVANT EXPERIENCE

City of Santa Monica Annual Water Main Replacement

Program Assistant Engineer for replacing and upgrading existing water mains at three sites in the City of Santa Monica for the City's Annual Water Main Replacement Program. This program is part of a long-term effort to replace and upgrade water mains based on age, condition, and capacity demands. Provided design services for new water main pipeline, encompassing approximately 2,230 lineal feet of 8-inch cast iron pipe over three project locations on Ocean Avenue, Seaside Terrace, and Olympic Drive South. Tasks included: utility research and coordination with various utility agencies; a topographic survey for each project segment; preparing Plans, Specifications, and Estimates (PS&Es) including traffic control plans, tie-in connections and necessary related appurtenances, water meters and laterals, air and vacuum release valve assemblies, blow-off and manual drain assemblies, and fire hydrant assemblies; utility potholing; and obtaining all necessary permits. Construction support services include: contract document interpretation and bidding assistance, reviewing and responding to Requests for Information (RFIs) and Requests for Comments (RFCs), conducting weekly field visits, attending bi-weekly construction process meetings, and preparing final record drawings.

City of Rancho Palos Verdes Storm Drain Point Repair Assistant Engineer for the repair of storm drains in seven different locations for the City of Rancho Palos Verdes Storm Drain Point Repair project. The City completed a storm drain lining project in 2013, and during that project, a number of pipes were identified as requiring significant repairs before lining could be completed. Tasks include: reviewing existing records and data, conducting hydrologic and hydraulic analyses for each of the sites; performing topographic surveys, performing geotechnical investigations, locating utilities, conducting biological assessments, obtaining all necessary permits, and preparing Plans, Specifications, and Estimates (PS&Es) for each of the seven project sites.

City of Irvine University Drive Widening Engineer assisting the City of Irvine with the widening of University Drive between Campus Drive and the MacArthur Boulevard on-ramps to SR-73. University Drive is a major east-west roadway that links I-405 in Irvine to Jamboree Road in Newport Beach, and connects to the nearby university, a research park, and several significant business complexes. The road segment is being widened to accommodate traffic, and will add a third 13-foot travel lane in both directions and 14-foot landscaped medians. The project also involves pavement crossfall and curb profile modifications and repairs to allow for positive pavement drainage, and the repair of turf areas with shrubs and a new drip irrigation system, and the construction of five feet of sidewalk with ADA-compliant curb ramps. Also constructing stormwater quality detention basins to comply with water quality requirements, modifying traffic signals and roadway signage, and constructing retaining walls to reduce grading impacts on existing slopes. Additional environmental studies and documentation, field testing and monitoring, and coordination with the university are also required.



Years of Experience

4

Education

BS, Civil Engineering,
California State University,
Long Beach

Registrations

Engineer-in-Training, 154975
ENVISION™ Sustainability
Professional Credential

Mike Nguyen

Design Support

Mike Nguyen has 13 years of civil engineering experience involving design, public works construction, and land development projects. His recent experience includes managing capital improvement projects, as well as PS&E and traffic control plan preparation for public works projects, including parking lot, street, water supply, park, and median improvement projects. Mike also provides design for grading and drainage; street and highway design, LID, geometric layout, and pavement rehabilitation.



Years of Experience

13

Education

BS, Civil Engineering,
California State Polytechnic
University, Pomona

RELEVANT EXPERIENCE

City of Santa Monica Annual Water Main Replacement

Program Design Support for the replacement and upgrades of existing water mains at three sites in Santa Monica. CWE provided design services for new water main pipeline, encompassing approximately 2,230 lineal feet of 8-inch cast iron pipe over three project locations on Ocean Avenue, Seaside Terrace, and Olympic Drive South. Tasks included: utility research and coordination with various utility agencies; a topographic survey for each project segment; preparation of PS&Es including traffic control plans, tie-in connections and necessary related appurtenances, water meters and laterals, air and vacuum release valve assemblies, blow-off and manual drain assemblies, and fire hydrant assemblies; utility potholing; and obtaining all necessary permits. Construction support services included: contract document interpretation and bidding assistance, reviewing and responding to RFIs and RFCs, conducting weekly field visits, attending bi-weekly construction process meetings, and preparing final record drawings.

City of Torrance North Well Field Phase II Design Support for services provided for the North Torrance Well Field Phase II project to upgrade their domestic water system. Phase II design provided the City with final PS&Es for water and storm drain piping south of I-405 and connected to the existing City water and County storm drain systems near West 182nd Street. Design included the water main from well number 9 situated in McMaster Park, south in Yukon Avenue to an existing connection in front of Yukon Elementary School. Tasks included: design for jack-and-bore installation of 48-inch diameter steel casing for 30-inch diameter concrete storm drain pipe; data gathering; utility research, including potholing; permit processing for the Caltrans and the LACFCD; obtaining DSA approvals; performing a design survey and hydraulic analysis; and preparing PS&Es.

US Army Corps of Engineers Dulzura Brown Field Border Patrol Station Design Support tasks include: preparing Caltrans format improvement plans for the frontage road along Highway 94; designing improvement plans for the installation of the water well pump, mechanical piping, water treatment (filtration, disinfection), and electrical power/controls for the pumps; designing tank piping and valves; developing a site SWPPP; preparing on-site sanitary sewer plans for the collection of wastewater from each of the facility buildings; preparing plans for the treatment and disposal of wastewater flows; drilling a pilot test water well and checking pumping capacity (yield tests) of the groundwater aquifer. Also included testing water quality to assure potable water meets or exceeds San Diego County and State of California water quality standards.

Quality Assurance/Quality Control

All work performed by the CWE team will be conducted using our thorough, proven Quality Management Process (QMP). The QMP ensures that quality work products and services are delivered to our clients on a consistent basis. The QMP is the essential foundation for the execution of any CWE project, and it consists of two parts: Quality Assurance and Quality Control.

- **Quality Assurance (QA)** consists of the written procedures that drive quality. Specific procedures start with a joint City and CWE project kick-off meeting to verify that everyone understands the intent, objectives, tasks, budgets, schedules, milestones, and deliverables; the kick-off meeting also identifies the individuals who are responsible for implementing each part of the work. The QA procedures also require a standardized checking process, including technical reviews.
- **Quality Control (QC)** is the system for verifying that the quality assurance procedures are actually being implemented. Quality control activities are the actual checking and validation of the work product at every stage of its development. These critical activities include internal quality control reviews by senior experts; they also include a rigorous cross-checking process for making sure that all comments, revisions or corrections to any contract documents are correctly completed. This same checking process will also be used to document actions taken for all comments made by City reviewers.

Our QA/QC procedures will be based on CWE's QMP and the City's standards and preferences. The written QMP will be project-specific and meet both City and CWE quality standards and procedures. As demonstrated in the Santa Monica Annual Water Main Replacement Program and the City of Torrance North Well Field Phase II projects, CWE will incorporate City quality control procedures into the QMP including development of QA/QC checklists, discipline and interdisciplinary checks, and calculation checks. Incorporating City procedures into CWE's quality procedures results in a high-quality project that the City's Project Manager can easily review for compliance.

The QMP will establish the necessary processes to accomplish the following:

- The project is undertaken in accordance with good engineering practices that address all requirements;
- The documents, maps, models, reports, calculations, and other deliverables submitted to the City are independently checked and back-checked;
- A Document Control System is developed and maintained; and
- Coordination is closely monitored.

Vik Bapna will be assigned as the QA/QC Manager for this contract. He will be responsible for performing quality control checks and managing the independent peer review process of completed deliverables. With 28 years of public agency engineering experience, he has the background and expertise to make sure all submittals are accurate, complete, and in compliance with all required standards.

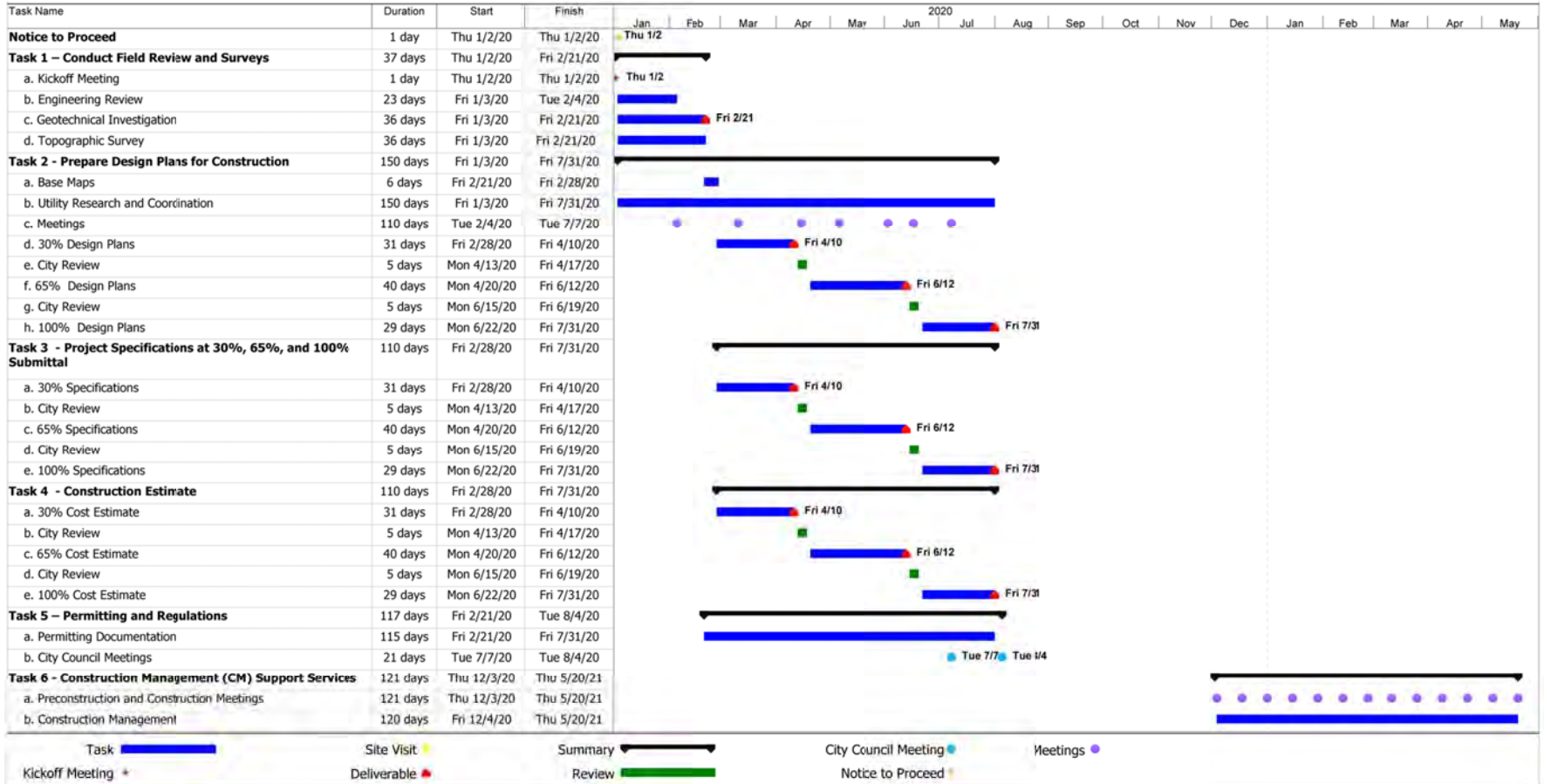
References

CWE invites the City to contact the references in this section to verify our track record of providing timely, efficient, budget-adherent design services.

City of Santa Monica Annual Water Main Replacement Program	
Client Contact	Tom Shahbazi, Project Manager (310) 458-8721 Ext. 2355 tom.shahbazi@smgov.net
Project Description	CWE provided design services for the replacement and upgrades of existing water mains at three sites in the City of Santa Monica. This program is a long-term effort to replace and upgrade water mains based on age, condition, and capacity demands. CWE provided design services for new water main pipelines, encompassing approximately 2,230 lineal feet of 8-inch cast iron pipe over three project locations.
Staff Assigned	William Young, Project Manager Vik Bapna, Principal Mike Nguyen, Staff Engineer Tammy Takigawa, Assistant Engineer
Naval Facilities Engineering Command Design-Build JV P1045 Potable Water Main Extension	
Client Contact	Gary Silverman, Vice President (760) 941-7130 gsilverman@filanc.com
Project Description	This design-build project involved designing and constructing approximately 24 miles of new potable water conveyances. Elements of this 126,000-linear-foot pipeline project included: 89,400 linear feet of 24-inch diameter HDPE pipeline, 26,600 linear feet of 14-inch diameter HDPE pipeline, three major water crossings that totaled 10,000 feet of pipeline placed under river depths using horizontal directional drilling, two pumping stations and one pressure-reducing station, and new 3-million-gallon American Water Works Association (AWWA) D-110 Type III pre-stressed concrete reservoir.
Staff Assigned	William Young, Project Manager
City of Torrance North Well Field Phase II	
Client Contact	John Dettle, Engineering Manager (310) 618-3059 jdettle@torranceca.gov
Project Description	The Phase II design included the water main from the City's Well Number 9 to an existing connection. Tasks included: design for jack-and-bore installation of 48-inch-diameter steel casing for 30-inch diameter concrete storm drain pipe; utility research, including potholing; permit processing for the California Department of Transportation (Caltrans) and Los Angeles County Flood Control District (LACFCD); performing a design survey and hydraulic analysis; and preparing PS&Es. CWE also provided bid and construction support for this project.
Staff Assigned	William Young, Project Manager Vik Bapna, Principal-in-Charge Chris Pendroy, Senior Engineer Mike Nguyen, Project Engineer

Schedule and Schedule Control

CWE believes schedule control to be a significant tool for controlling the costs of a project. We establish critical milestone dates, and track performance against these milestones using Gantt charts and a Critical Path Method (CPM) approach. CWE has developed a comprehensive schedule (below) in Microsoft Project and will provide a monthly schedule update to your Project Manager along with the monthly progress report.





CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

December 17, 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 AWARD AN AGREEMENT FOR THE DESIGN OF CIP 2019-06 STREET ENHANCEMENT PROJECT

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Award agreement to NCE for the design of CIP 2019-06 Street Enhancement Project in an amount not-to-exceed \$148,300 from Account No. Account No. 221-8010-431.76-01; and
2. Authorize City Manager or designee to execute the agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

At the April 2, 2019 City Council meeting, a list of streets eligible for resurfacing under Senate Bill 1, the Road Repair and Accountability Act of 2017, were presented to the City Council for approval. SB1 funds partially finance the cost to design, construct and manage the project. SB1 eligible projects are part of an annual program to treat pavement on various residential streets throughout the City. The following street segments were selected and prioritized utilizing the City's Pavement Management System:

Street Name	Beginning Location	Ending Location
Albany Street	Gage Avenue	Clarendon Avenue
Albany Street	Clarendon Avenue	Randolph Street
Albany Street	Randolph Street	Belgrave Avenue
Albany Street	Belgrave Avenue	Laura Avenue
Hill Street	State Street	City Limits
Hill Street	State Street	California Avenue
Hill Street	California Avenue	Salt Lake Avenue
Mortimer Avenue	Marbrisa Avenue	Santa Fe Avenue
Mortimer Avenue	Albany Street	Marbrisa Avenue
Mortimer Avenue	West City Limits	Albany Street
Santa Ana Street	State Street	City Limits

CONSIDERATION AND APPROVAL TO AWARD AN AGREEMENT FOR THE DESIGN OF CIP 2019-06 STREET ENHANCEMENT PROJECT

December 17, 2019

Page 2 of 3

Santa Ana Street	State Street	California Avenue
Walnut Street*	State Street	Mountain View Ave
Mountain View Ave**	Walnut Street	Florence Avenue

*Street segments of Walnut Street to be designed, constructed and managed by Los Angeles County Department of Public Works

**Street segment of Mountain View to be designed, constructed and managed by Los Angeles County Department of Public Works

At the regularly scheduled City Council meeting of October 1, 2019, City staff was given the directive to publish a Request for Proposals (RFP) for the design of CIP 2019-06 Street Enhancement Project. The project will include but not be limited to the construction improvements of damaged, lifted, broken, raised curbs, gutters, cross gutters, removal and replacement of non-compliant ADA pedestrian ramps, adjustment of existing utilities to finish grade, pavement markings and striping, signage, isolated areas of roadway structural section repair, asphalt concrete pavement grinding, and overlay.

On October 31, 2019, the City Clerk's Office published the RFP in the local newspaper of general circulation and Public Work' posted the RFP on the City's website and other forms of electronic media. The RFP provided the guidance expected of professional engineering firms that perform similar type work. The design scope of work includes preparing plans, specifications and engineer's estimate (PS&E) in preparation for the solicitation of bids from professionally licensed paving contractors.

The City solicited proposals from qualified firms and the date to submit proposals was November 20, 2019. Staff received three (3) proposals in response to the RFP:

Company Name	Proposal Cost
NCE	\$148,300
Infrastructure Engineers	\$222,236
Onward Engineering	\$299,108

Proposals were assessed according to the evaluation criteria listed in the RFP. Based on the evaluation, staff recommends to award NCE with the professional services agreement upon demonstration competence and qualifications for this type of service.

LEGAL REQUIREMENT

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.

FISCAL IMPACT/FINANCING

CONSIDERATION AND APPROVAL TO AWARD AN AGREEMENT FOR THE DESIGN OF CIP 2019-06 STREET ENHANCEMENT PROJECT

December 17, 2019

Page 3 of 3

The adopted Fiscal Year 2019-20 Capital Improvement Program budget allocated \$1,300,000 from Account No. 221-8010-431.76-01 for City-Wide Street Improvements. Staff's recommendation is to allocate \$148,300 to NCE for the design of this project.

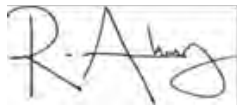
CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



RAUL ALVAREZ
Assistant City Manager

ATTACHMENT(S)

- A. NCE Agreement
- B. Infrastructure Engineers Proposal
- C. Onward Engineering Proposal

ATTACHMENT “A”



PROFESSIONAL SERVICES AGREEMENT

NCE: design of CIP 2019-06 Street Enhancement Project

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this **December 17, 2019** (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") NCE (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

RECITALS

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

WHEREAS, on December 17, 2019, the Huntington Park City Council at its Regular Meeting of December 17, 2019 approved the Professional Services Agreement to the CONSULTANT to provide the design and construction management of CIP 2019-06 Street Enhancement Project; and

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

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

WHEREAS, the execution of this Agreement was approved by the Huntington Park City Council at its Regular Meeting of December 17, 2019.

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

I.
ENGAGEMENT TERMS

- 1.1 SCOPE OF SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in that certain document entitled "Scope of Services" and attached hereto as **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and work necessary to competently perform and timely complete the services and tasks as set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 TERM: This Agreement shall have an initial term of one (1) year commencing from the Effective Date unless terminated as provided elsewhere in this Agreement (hereinafter, the "Term"). Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as further set out herein.
- 1.3 COMPENSATION: During the term of this Agreement and any extension term provided herein, CONSULTANT shall perform the Services set forth in Section 1.2 above, at the rates of compensation set forth in the Rate Schedule reflected in **Exhibit "A"**. Subject to the CPI Index Adjustment section of **Exhibit "A"**, CONSULTANT further agrees that the total compensation for the Work shall not exceed the sum total of \$148,300 DOLLARS (hereinafter, the "Base Fee"). CONSULTANT shall not exceed the Contract Price unless such added expenditure is first approved by the CITY Council acting in consultation with the City Manager. In the event CONSULTANT's charges are projected to exceed the Contract Price prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT's performance of any additional Work outside the Work as defined in Exhibit A, pending CITY approval of any anticipated expenditures in excess of the Contract Price or any other CITY-approved amendment to the compensation terms of this Agreement.
- 1.4 PAYMENT OF COMPENSATION: On the first of each month, CONSULTANT shall submit to CITY an itemized invoice for that month's Base Fee and indicating the additional services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall pay any undisputed amounts. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. CITY shall not withhold

applicable taxes or other authorized deductions from payments made to CONSULTANT.

- 1.5 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the reasonable right to access and examine such records, without charge. CITY shall own and further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT shall deliver to CITY immediately and without delay, all written materials, including any electronic communications, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II. PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager (hereinafter, the "CITY Representative") to act as its representative for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representative or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representative or their designee.
- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates [WHO CONSULTANT DESIGNATES] to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his professional skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall constitute notice to CONSULTANT. CONSULTANT may, by written notice to CITY, advise CITY of any change in CONSULTANT Representative.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the

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

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

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

The Parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with its obligation set out herein or failure on the part of CONSULTANT's employees, agents, CONSULTANTS, subCONSULTANTS and subconsultants to fulfill its obligations herein. Such effort by CONSULTANT to correct any errors or omissions shall be commenced as soon as reasonably practicable upon their discovery or notice by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing, in accordance with applicable industry standards. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience

necessary to perform the Work skillfully, competently and in accordance with applicable industry standards of CONSULTANT's profession.

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

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

- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, CONSULTANTS, subCONSULTANTS or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, CONSULTANTS, subCONSULTANTS or subconsultants fail or refuse to perform the Work in accordance with this Agreement, such officer, employee, agent, CONSULTANT, subCONSULTANT or subconsultant shall be promptly removed by CONSULTANT and shall not be reassigned to perform any of the Work.
- 2.8 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements. To the extent that any changes in applicable law result in an increase in CONSULTANT's cost of performance, the Parties shall negotiate in good faith to reach a mutually agreeable price adjustment. Should the Parties fail to reach such an agreement within 30 days (or such other agreeable time period) of CONSULTANT's notice to CITY of its increased cost of performance, either Party may terminate this Agreement upon 60 days' written notice.
- (a) In the event that water treatment violations occur following the effective date of this Agreement, subject to Sub-Section (b) below and the applicable Force Majeure provisions, the CONSULTANT shall, in respect of violations that may be imposed by Applicable Law and to the extent due to CONSULTANT's fault, be responsible for: fines, penalties, or damages. Prior to settlement or payment of any such fines, penalties or damages, the CONSULTANT reserves the right to contest government or private actions, suits or proceedings for violations through administrative procedures or otherwise.
- (b) To the extent that violations of applicable laws, rules, regulations or permits are caused by failures in the facilities or causes beyond CONSULTANT's control, including the CITY's failure to approve recommended repairs or maintenance, CONSULTANT will use its professional efforts to maximize performance of the Facilities but shall not be responsible for associated violations or damages, fines or penalties which result.
- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subCONSULTANT, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. INDEPENDENT CONSULTANT STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent CONSULTANTS and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent

acts and/or omissions of its employees, agents, CONSULTANTs, subCONSULTANTs and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

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

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

III. INSURANCE

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

- A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
- B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto) or if CONSULTANT does not own or lease automobiles, Hired and Non-Owned Automobile Liability shall be accepted. Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.

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

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

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

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

3.5 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT (except Professional Liability and Workers' Compensation) shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.

3.6 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subCONSULTANTS or subconsultants from waiving the right of

subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.

- 3.7 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to this Agreement subject to Paragraph 4.2 and 4.3. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with protection as set forth herein and to the extent possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 Work of CONSULTANT's Design Professionals Services: The duty to indemnify and hold harmless as set forth under this subsection shall apply to the negligence, recklessness or willful misconduct of any individual who qualifies as a "design professional" within the meaning of subsection (c)(2) of section 2782.8 of the California Civil Code in so far as such negligence, recklessness or willful misconduct occurs in the performance work or activities that must be performed by a "design professional." Subject to the limitation of the preceding sentence, to the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless the CITY 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) to the extent caused by the negligence, recklessness, or willful misconduct of CONSULTANT or any of CONSULTANT's officers, employees, servants, agents, CONSULTANTS, subCONSULTANTS or authorized volunteers or any other person or entity for whom CONSULTANT is legally liable in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of

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

- 4.3 Work of All Other Persons/Non-Design Professionals: Except as otherwise provided under Section 4.2 of this Article, above, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other reasonable costs and fees of litigation) of every nature to the extent caused by CONSULTANT's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, CONSULTANTS, subCONSULTANTS or subconsultants or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnify, defend or hold harmless for liability, loss, suit, damage, expense, or cost to the extent caused by the negligence or willful misconduct of any or all of the City Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this subsection is intended to encompass liabilities, losses, damages, expense and costs not otherwise subject to subsection 4.2, above.
- 4.4 CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.5 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.

- 4.6 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subCONSULTANT or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT acknowledges that its obligations under Sections 4.2 and 4.3 apply.
- 4.7 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.8 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: Except for the first two years of this Agreement, either Party may, by written notice to the other, immediately terminate this Agreement at any time for convenience and without cause by giving written notice to Consultant of such termination, which notice shall specify the effective date of such termination, which effective date shall not be less than 90 days from the written notice. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party

(hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

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

- i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
- ii. Within thirty (30) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 30-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 30-day cure period.

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

or observe any material covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.
- D. Either Party may also immediately suspend performance under this Agreement pending the Defaulting Party's cure of any Event of Default by giving said Party written notice of the Party's intent to suspend performance (hereinafter, a "Suspension Notice"). A Party may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT in accordance with this Agreement up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon a thirty (30) day written notice to CONSULTANT, the CITY may terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;

- iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
- iv. The CITY may exercise any other available and lawful right or remedy.

G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: So long as CONSULTANT has been paid pursuant to this Agreement for the Work resulting in such Documents and Data, all Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all materials, equipment, reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no additional cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subCONSULTANTS and subCONSULTANT working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subCONSULTANT or subCONSULTANT as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement. CITY acknowledges that the Documents and Data are intended solely in connection with the Project for which

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

- 6.2 **CONFIDENTIALITY:** All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 **FALSE CLAIMS ACT:** CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.
- 6.4 **NOTICES:** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

NCE
17050 Bushard Street, Suite 200
Fountain Valley, CA 92708
Phone: (714) 848-8897
Attn: Jim Bui, Project Manager

CITY:

City of Huntington Park
Public Works
6550 Mile Avenue
Huntington Park, CA 90255
Attn: Raul Alvarez, Assistant City
Manager
Phone: (323) 582-6161

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

- 6.5 **COOPERATION; FURTHER ACTS:** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

- 6.6 SUBCONTRACTING: CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subCONSULTANTS), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement with the exception of provisions relating to insurance requirements and indemnification.
- 6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other CONSULTANTS in connection with the various projects worked upon by CONSULTANT.
- 6.8 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, the venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.20 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the two remaining counterparts shall remain with the City for archiving and day-to-day reference by the department responsible for administering the Agreement on the City's behalf.
- 6.21 Notwithstanding any provision to the contrary contained in this Agreement, in no event shall either party be liable for punitive damages.
- 6.22 FORCE MAJEURE: A party's performance of any obligation under this Agreement shall be excused if, and to the extent that, the party is unable to perform

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

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF HUNTINGTON PARK:

NCE

By:_____

Ricardo Reyes
City Manager

By:_____

Name:_____

Title:_____

APPROVED AS TO FORM:

By:_____

City Attorney

EXHIBIT “A”
SCOPE OF WORK
(SEE ATTACHED)



City of Huntington Park

PROPOSAL

Professional Design and Construction Management Services for Street Enhancement Project (CIP No. 2019-06)

November 20, 2019



Submitted By:

NCE

17050 Bushard Street, Suite 200

Fountain Valley, CA 92708

Phone: 714.848.8897

November 20, 2019








City of Huntington Park – City Clerk's Office
Attn: Cesar Roldan, Engineering Services Manager
6550 Miles Avenue
Huntington Park, CA 90255

Proposal – Street Enhancement Project (CIP No. 2019-06)

Dear Mr. Roldan and Members of the Selection Committee:

In 2018, NCE worked closely with the City of Huntington Park (City) in performing your Pavement Management Program update. We created your pavement management database and are familiar with the condition of your street network and that the average weighted Pavement Condition Index (PCI) is 54.

NCE is a nationally recognized pavement specialty firm, with broad capabilities and expertise. Our local knowledge provides an understanding of the importance of the City's budget and the use of cost effective, appropriate, constructible, and sustainable treatments, as part of the City's street resurfacing and improvement projects. NCE offers the following to the City:

-  Familiarity with local regulations and working with the City on their pavement management system
-  Knowledge and demonstrated pavement rehabilitation design expertise from designing thousands of local streets and roads
-  Technical resources with an in-depth understanding of sustainability, safety, community needs, and environmental constraints
-  Responsive staff with proven experience in infrastructure, roadway, and pavement engineering design expertise
-  Ability to work as a collaborative member with the City
-  Tailored approach with cost-effective strategies and practical solutions that promote safety, constructability, and green treatment methods
-  Pavement experts working with more than 200 local agencies across California.

In addition to our previous work completed for the City, we have extensive experience in Southern California and worked for more than 80 cities and counties locally, including the Cities of Santa Barbara, Ventura, Santa Maria, Santa Monica, Burbank, Santa Cruz, Thousand Oaks, Santa Clarita, Manhattan Beach, Redondo Beach, Seal Beach, and the Counties of Santa Barbara, Ventura, Orange, San Diego, and Riverside in providing pavement related services.

The NCE team is prepared to meet the upcoming challenges for the City's street enhancement project (CIP No. 2019-06). As the corporate secretary with NCE, Gregory Fasiano, PG, is authorized to sign contracts on behalf of NCE. Jim Bui, PE will be our project manager and your point of contact for this proposal. He can be reached via phone at (714) 848-8897 or via email at jbui@ncenet.com or via mail at NCE, 17050 Bushard Street, Suite 200, Fountain Valley, CA 92708. NCE has read the City's Professional Service Agreement and we request the opportunity to discuss and possibly modify some the language of the terms and conditions. We acknowledge the statements in the City's request for proposal for street enhancement project (CIP No. 2019-06) and acknowledge receipt of all addendums/amendments. NCE looks forward to your favorable review of our proposal and the opportunity to continue our work with the City.

Sincerely,

NCE



Gregory Fasiano, PG
Corporate Secretary/Principal



Jim Bui, PE
Project Manager

Fountain Valley, CA

17050 Bushard Street, Suite 200
Fountain Valley, CA 92708
(714) 848-8897



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Consultant's Background

The NCE team is a powerhouse in transportation-related projects, specifically infrastructure and pavement rehabilitation and street maintenance projects. We have assembled a local, trusted team that has project experience in the City. Each team member brings a unique strength to the project and our integrated approach to project delivery ensures that the NCE team will work collaboratively to deliver the required project deliverables. NCE provided the pavement management program (PMP) update for the City of Huntington Park in 2018. During the course of this project we developed an excellent rapport and professional relationship with City staff.




Founded in 1990, NCE is a client-focused professional consulting firm integrating the disciplines of engineering, science, and planning to address the infrastructure and resources challenges facing our communities today and in the future. Over 85% of NCE's work is with local public agencies. This contract will be managed from our Fountain Valley office with support from our Richmond and Sacramento offices. Additionally, NCE has over 100 employees available on an as-needed basis from our Richmond, Sacramento, and Oakland, California offices, as well as from our Las Vegas, Reno, and Lake Tahoe, Nevada offices. We can respond and be at the City's offices or project site within a couple of hours.


Over the past several years, NCE has developed outstanding working relationships with California clients, implementing projects similar to the City's. Given that the City's project will require work within the street right-of-way with resurfacing and reconstruction, NCE can offer up our experience designing thousands of roads throughout California, including recently in La Mirada, San Marino, Encinitas, and South Gate. The City can be confident that NCE will provide technically innovative and cost-effective treatment selections, biddable and constructible design documents, and comprehensive construction support. NCE has a proven record of success in delivering projects within the established contract budget and on-time project submittal delivery. Table 1 summarizes similar services and projects delivered to our clients.

Table 1. NCE's Cost Estimating Accuracy

Project Title	Date	Engineer's Estimate (\$M)	Construction Cost (\$M)
San Leandro Annual Street Overlay/Rehabilitation	2018	\$10.1	\$10.2
South San Francisco 2018 Street Surface Seal	2018	\$1.2	\$1.2
Davis 2017 Transportation Rehabilitation (surface seal, rehabilitation/reconstruction, PCC bike paths)	2017-18	\$5.5	Deferred by City to 2018
South San Francisco Slurry Seal Program	2017	\$.92	\$.75
Daly City Pavement Rehabilitation	2016-17	\$1.6	\$1.6
Davis 2016 Transportation Rehabilitation	2015-16	\$3.7	\$3.8
Sunnyvale 2016 Pavement Rehabilitation	2015-16	\$2.2	\$2.3
Capitola 2016 Street Rehabilitation	2015-16	\$1.6	\$1.3
Concord Measure Q Pavement Repairs	2015-16	\$1.8	\$2.4
Moraga Full-Depth Reclamation (FDR) and Culvert Replacement	2015-16	\$1.8	\$1.9
Berkeley Measure M Street Rehabilitation and Reconstruction 2015	2014-15	\$5.1	\$5.3
Berkeley Measure M Street Surface Seal 2015	2014-15	\$1.8	\$2.1
Moraga Reconstruction	2014-15	\$2.0	\$1.9
San Ramon Alcosta Boulevard pavement rehabilitation	2014-15	\$2.4	\$2.1
Walnut Creek Buena Vista Road rehabilitation	2014-15	\$1.2	\$1.1
Moraga Rehabilitation	2014	\$3.0	\$3.0

 **CJ Roberts, Inc.**, located in San Diego, California, will provide construction management services. CJ Roberts is a certified small, woman, and minority owned business recognized by many federal, state, and local agencies, including DBE with Caltrans, WMBE with the California Public Utilities Commission, SB with the State of California, WOSB with NAVFAC, and SLBE with the City of San Diego. Their focus is engineering planning and design services, as well as construction management, inspection, and materials testing. Their clients include a wide range of private sector business and public sector agencies. CJ Roberts is staffed with highly qualified engineers, construction managers, special inspectors, technicians, and administrative staff.

Their construction support services include construction management, constructability reviews, contract administration, and certified payroll. Their inspection and testing services include building inspection, mechanical, electrical, concrete, masonry, epoxy, steel and welding, non-destructive testing, roofing, asphalt, and soils. CJ Roberts provides diverse planning, design, construction management, and inspection services for various types of projects, such as corridor studies, commercial mall reconstruction, energy storage projects, citywide facility assessment projects, city sewer and water treatment facility projects, arterial road reconstructions, building reconstruction projects, and ADA enhancement projects. NCE has worked with CJ Roberts on projects since 2018.

 **Coast Surveying, Inc. (Coast)**, a California Corporation founded in 1981, can provide aerial photography and mapping services as an optional task, upon request. Coast specializes in surveying, mapping, aerial photogrammetry, and right-of-way mapping. Approximately 98% of their work is performed for public agencies, including: Caltrans - Districts 5, 6, 7, 8, 9, 11, and 12; METRO; Naval Facilities Command; Orange County Transportation Authority; Riverside County Transportation Commission; Southern California Regional Rail Authority; Southern California Association of Governments; Transportation Corridor Agencies; Metropolitan Water District of Southern California; U.S. Army Corp of Engineers; U.S. Navy; West Basin Municipal Water District; numerous cities; water districts; and the Counties of Orange and Los Angeles. Coast has built a solid reputation by consistently performing quality services, responding immediately to client requests and delivering projects on schedule and within budget. The satisfaction of their clients is evidenced by the fact that 85% of their work is from previous clients. Coast is a Certified DBE firm with Metro CUCP #2128. Coast works out of one location in Tustin, California, with 26 employees of whom 6 are highly qualified licensed surveyors. NCE is currently working with Coast on a project in La Mirada.

Qualifications and Experience of Consultant's Personnel

NCE brings a collaborative and innovative problem-solving mentality to address the technical challenges facing the City's infrastructure-related, day-to-day issues. Our key personnel have worked together on dozens of projects, including the projects discussed in the References section of this document. The single most important tool for successful project management is clear, consistent, and cooperative communication. Our proposed project manager, Jim Bui, PE, will be the single point of contact for the City on this contract and will communicate regularly with the City and initiate conversation on the purpose, plans, and progress of the project. He is knowledgeable of the technical resources in the firm, familiar with roadway engineering projects, understands public sector clients, and has authority to champion resources within the firm. He will work closely with the team and the City to bring the project to successful completion.

The NCE team, presented in Figure 1, has extensive experience designing transportation projects, specifically infrastructure rehabilitation and street maintenance projects. The NCE team is capable of seamlessly conducting the City's scope of work for this contract. Our project manager, Jim Bui, PE, has the ability to manage multiple complex assignments and he is supported by a highly qualified group of key personnel that have successfully worked together on multiple projects. He will be supported by Charlene Palmer, Principal of NCE's Southern California operations. Brief resumes of each key personnel's qualifications are provided in the Proposed Personnel section of this document, including descriptions of relevant projects that they supported in a similar role. NCE is committed to providing the staff presented within this section. These individuals will be ready to begin work upon notice to proceed from the City and will be available throughout this contract. Table 2 summarizes the qualifications of the NCE team's key personnel.

Figure 1. NCE Team Organization

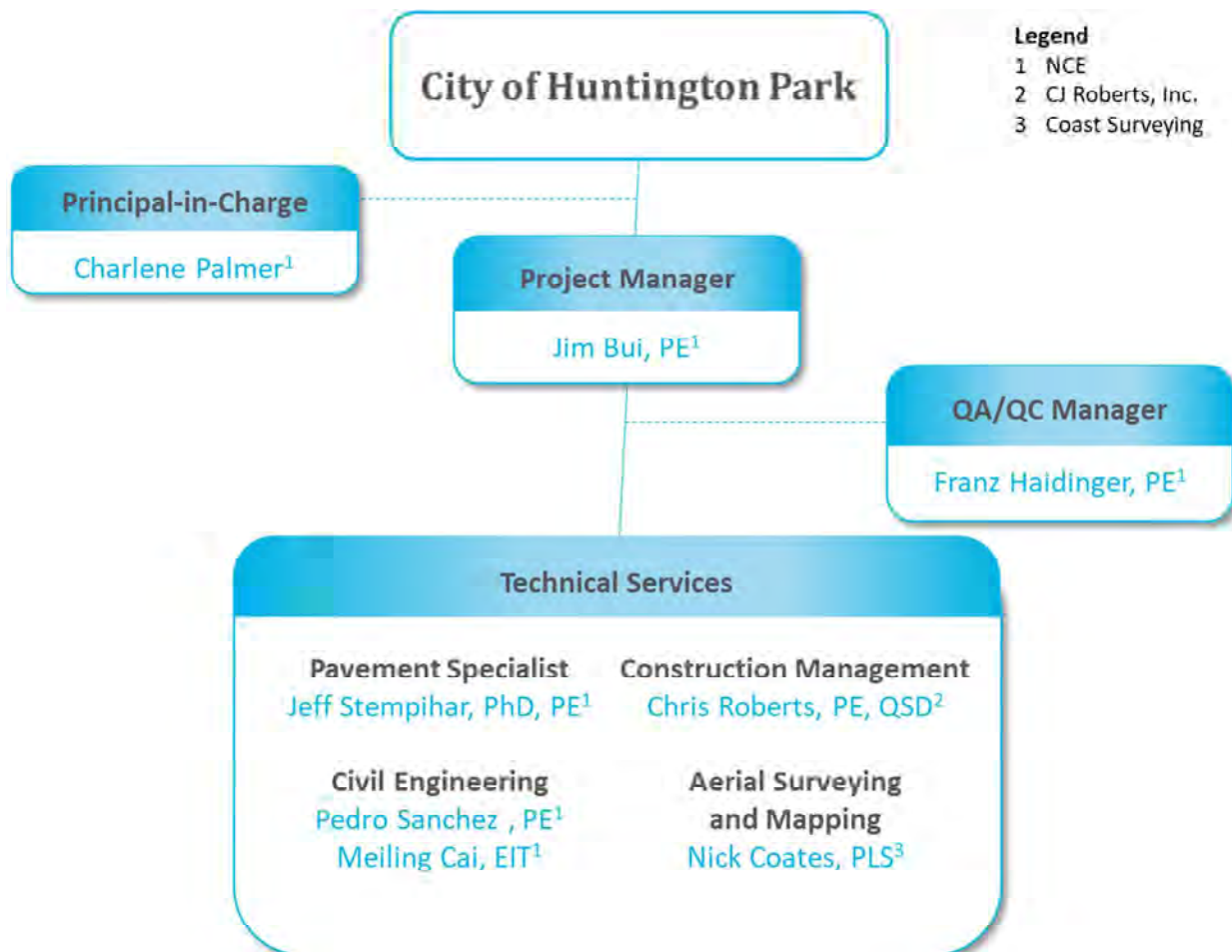


Table 2. NCE Team's Key Personnel






Key staff name and project role	Highest degree	Licenses/ Certs.	Yrs. Exp.	Office Location	Project management	Complete streets	Pavement management and design	Conduct field review and surveys	Prepare design plans for construction	Specifications and PS&E	Construction estimate	Permitting and regulations	Construction management Services	Engineering support through bidding and construction services
Jim Bui ¹ Project Manager	BS, Civil Engineering	PE	6	Fountain Valley, CA	X	X	X	X	X	X	X	X		X
Charlene Palmer ¹ Principal-in-Charge	BS, Civil Engineering	PE	38	Fountain Valley, CA	X	X	X	X	X	X	X	X		X
Franz Haidinger ¹ QA/QC Manager	DI (MS), Civil Engineering	PE	20	Sacramento, CA	X	X	X	X	X	X	X	X		X
Jeff Stempihar ¹ Pavement Specialist	PhD, Civil Engineering	PE	15	Phoenix, AZ	X	X	X	X	X	X	X	X		X
Pedro Sanchez ¹ Project Engineer	BS, Civil Engineering	PE	13	Fountain Valley, CA		X	X	X	X	X	X	X		X
Meiling Cai ¹ Staff Engineer	BS, Civil Engineering	EIT	4	Fountain Valley, CA			X	X						
Chris Roberts ² Construction Management	BS, Civil Engineering	PE, QSD	28	San Diego, CA	X								X	X
Nick Coates ³ Aerial Surveying and Mapping	HNC Land and Engineering Surveying	PLS	36	Tustin, CA	X			X						

Legend: 1 NCE; 2 CJ Roberts, Inc.; 3 Coast Surveying

* Geotechnical services will be provided through a subcontracted certified laboratory

Project Approach

NCE conducted a preliminary street reconnaissance of the project's four, two-lane streets to gain further knowledge of the current pavement conditions and to develop a more refined scope of work and likely pavement treatments. The four streets exhibit heavily deteriorated pavement and will likely require significant rehabilitation, either with a deep mill and fill or surface reconstruction. The PCI's of the streets included in this project generally are in the 10-30 range, which are traditionally considered "failed". The following observations were made:

-  Albany Street between Gage Avenue and Laura Avenue is in an industrial zone with truck traffic. The pavement surface exhibited severe load-related distress with alligator cracking, potholes, raveling, and block cracking.
-  Other streets are residential and include severe load-related distress, block cracking, and some instances of base failure.
-  There is an existing at-grade railroad crossing at Albany Street and Randolph Street that was not fixed as part of pavement work on Randolph Street.
-  Hill Street has an existing speed bump that will need to be rebuilt.
-  One direction of Santa Ana Street is comprised of asphalt concrete (AC) pavement and maintained by the City, while the other direction is made of portland cement concrete (PCC) and not owned by the City.

NCE's scope of design services will focus on the pavements. We will perform a walking survey, measure cross-slopes, and inventory utility covers. An inventory of non-compliant ramps will be prepared and included on the plans in tabular form. Localized damages to the sidewalk and curb and gutter were noted and will be cataloged in the field to be included in tables on the plan sheets. NCE's scope of services does not include ADA sidewalk or driveway enhancements, fixing drainage issues, or any at-grade railroad crossing improvements or other permits. It is assumed that encroachment and/or traffic permits will be obtained at no fee from the City.

NCE will direct and collect one pavement section core sample (8" diameter) on each street with two on Albany Street (5 cores total). NCE will measure and record the thickness and material type of each layer encountered in the pavement structural section. NCE will obtain four (4) bulk samples of subgrade in support of potential street reconstruction for laboratory testing, such as R-value, moisture content, and Atterberg Limits (plasticity index).

NCE's plans will provide a vicinity map of the streets and quantity tables. We recommend the aerial mapping be an optional task. NCE does not deem traffic control plans necessary for residential roads; we are open to discuss this item. We recommend eliminating the 30% submittal and proceeding to the plans, specification, and engineer's estimate (PS&E) phase, as this would be more economical. Technical specifications will be prepared in Microsoft Word format and will follow applicable Greenbook Specifications and Standard Plans. The engineer's cost estimate will be prepared in Microsoft Excel format and will be based on the most recent construction cost data available to NCE for projects of this type and it will be refined and updated.

NCE's objective for any contract is to deliver technically sound projects on-time, on-budget, and with a high level of satisfaction to our clients. Our sensitivity to understanding the issues and concerns of the community, as well as the public officials involved in the project, plus our team's qualifications have led to our success on similar projects.

Deliverables: Pavement Design Memo Draft/Final (Word Document), 65% and 100% PS&E.

CJ Roberts, Inc. will provide construction management, which includes the following: Oversight of preconstruction meeting and providing clarification on contract documents as needed; assisting the City with Request for Information responses; monitoring and management of the construction schedule; review of contractor submittals, including shop drawings and conformance with the contract documents; conduct construction progress meetings; public relations and coordination; change order requests; monthly progress payments; walk through punch list; project close out; and As-Built plans.



Albany Street North of
Randolph Street



Santa Ana Street –
PCC and AC Surfaces

Proposed Personnel

Jim Bui, PE

Project Manager

Jim is interested in using computer technology to increase the efficiency of civil design work. He has experience with civil design, GPS surveying, asset management, geotechnical engineering, and water resources focusing on municipal transportation infrastructure. Transportation projects have included numerous citywide paving projects, complete streets projects, and class 1 bicycle trails (rails to trails).

Representative Projects

Valley View Avenue Pavement Rehabilitation from Imperial Highway to Rosecrans Avenue, CIP No. 2018-06

City of La Mirada, California

Project Manager. NCE is providing pavement rehabilitation services for Valley View Avenue from Imperial Highway to Rosecrans Avenue. This is a highly traveled commercial corridor nearly a mile long with heavily deteriorated pavement that will require significant rehabilitation or reconstruction. NCE is determining appropriate treatments, addressing ADA compliance, and providing PS&E along with design support during construction. The City is in the middle of a multi-million dollar infrastructure improvement program made possible through City general funds, state and federal grants, and passage of Measure I by City residents, which provided additional sales tax revenue of approximately \$4 million per year for five years.

Surface Seal Program

City of Capitola, California

Project Manager. As the primary designer, Jim developed the road-widening and street re-alignment necessary to add a Class 2 Bicycle Route and retaining wall to an existing street constrained by existing hillside topography. He worked on green design elements, including the addition of bioswales to decrease the impervious roadway surface and capture stormwater runoff. Additionally, he provided construction support services, including approval of material specification submittals by the contractor, answering requests for information, and preparing technical memoranda.

NCE developed pavement repair treatments for approximately two miles of streets, including new design elements, such as a road-widening and addition of bioswales. Repair recommendations included the use of cold-in-place recycling, mill and overlays, and surface reconstruction.

2018 Street Rehabilitation Program

City of San Marino, California

Project Engineer. NCE provided pavement evaluation and design services for various sections of five roadways with pavement condition index (PCI) of under 20 for the City. A pavement condition survey was conducted with distresses identified along with areas for potential base repairs. Coring, sampling, and laboratory testing was performed and a pavement design and soils investigation memorandum was prepared. The memorandum included potential treatments with a focus on sustainable treatments and cost saving measures. Technical specifications were provided.

FY 2018-19 Street Resurfacing Program

CJ Roberts, Inc. for City of Encinitas, California

Project Engineer. NCE, serving as a sub-consultant, performed pavement inspections, evaluations, and testing, and provided resurfacing and rehabilitation recommendations for 12.86 miles of roadway. The pavement condition index (PCI) for these roadways varied from 0 to 88. The program encompassed mostly two-lane streets (67 streets) with five four-lane streets and one five-lane street. The City's last pavement management program update was conducted in 2009 and the PCIs were extrapolated from that point forward.



Education

BS Civil Engineering, 2013
University of California, Irvine
Member Tau Beta Pi, Chi Epsilon

Registrations and Certifications

Professional Engineer – Civil, CA
#86467

Affiliations

American Society of Civil
Engineers
American Public Works
Association

Joined NCE

2013

Total Years of Experience

6 years

Charlene Palmer

Principal-in-Charge

Charlene brings 38 years of experience in the engineering consulting industry for services covering a broad base of engineering disciplines. Her consulting experience includes the transportation, civil, rail/transit, infrastructure, water resources, environmental, materials testing and inspection, and geotechnical engineering arenas. She has won and directed projects with services varying from feasibility studies through design support during construction and construction management and inspection services.

Representative Projects

2018 Street Rehabilitation Program

City of San Marino, California

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Valley View Avenue Pavement Rehabilitation from Imperial Highway to Rosecrans Avenue, CIP No. 2018-06

City of La Mirada, California

Principal-in-Charge. NCE is providing pavement rehabilitation services for Valley View Avenue from Imperial Highway to Rosecrans Avenue. This is a highly traveled commercial corridor nearly a mile long with heavily deteriorated pavement that will require significant rehabilitation or reconstruction. NCE is determining appropriate treatments, addressing ADA compliance, and providing PS&E along with design support during construction. The City is in the middle of a multi-million dollar infrastructure improvement program made possible through City general funds, state and federal grants, and passage of Measure I by City residents, which provided additional sales tax revenue of approximately \$4 million per year for five years.

Montebello Grade Separation Haul Road Evaluation and Rehabilitation

City of Montebello, California

Principal-in-Charge. NCE, as a sub-consultant, is providing pavement evaluation and rehabilitation design for four streets, including a major arterial that is being used as a haul route for the construction of a new grade separation project in Montebello for the San Gabriel Valley Council of Government (formerly the Alameda Corridor East) and the City of Montebello. NCE performed a field inspection to determine current distresses and pavement condition and conducted FWD testing using our Dynatest Model 8000 FWD. NCE obtained cores of the streets and bulk samples of the subgrade for laboratory testing, including R-values. In addition, dynamic cone penetrometer testing was performed at every core hole in accordance with ASTM D6951.



Education

BS, Civil Engineering, Ohio State University, 1981

AAS., Environmental Sciences, MATC, 1975

Registrations and Certifications

Professional Engineer – Civil, KY #15269

E-Railsafe

Roadway Worker Qualified

TSA TWIC Card Expires 3-04-2018

PBSJ: Project Management

Bootcamp Certified (2010)

Affiliations

American Public Works Association

American Railway Engineering and Maintenance-of-Way Association Member No. 57225

American Society of Civil Engineers

National Society of Professional Engineers

Women's Transportation Seminar, Southern California

Railway Club of Southern California

Order of the Engineer

Joined NCE

2016

Total Years of Experience

38 years

Franz Haidinger, PE

QA/QC Manager

While serving in the military after high school, Franz Haidinger envisioned a future career that would allow him to “work in the natural environment, spending time in the field as well as the office.” In his role at NCE, he enjoys the opportunity to improve and protect the built environment, whether it’s implementing sustainable pavement technologies, creating storm water pollution prevention plans, assessing drinking water sources, or remediating contaminated soil.

Representative Projects

Measure M Street Rehabilitation Program

City of Berkeley, California

Lead Civil Engineer. NCE developed the PS&Es and pavement designs. Phases 1 and 2 consisted of 54 rehabilitation and reconstruction street sections and 48 surface seal street sections, traffic control plans, replacing/retrofitting nearly 450 curb ramps, replacement of curb/gutter, storm drains, bike/pedestrian improvements, and intersection reconstruction. Design was completed on a very tight timeframe.

Transportation Infrastructure and Rehabilitation Program (TIRP)

City of Davis, California

Project Manager. Responsible for the preparation of construction documents for the rehabilitation and reconstruction of several residential streets and arterials in the City of Davis. The project also includes the reconstruction of a mile of bike paths currently paved with asphalt concrete to Portland cement concrete pavement. This project is a continuation of a three-year contract with the City of Davis to improve its streets and bike path network. The work includes topographic surveying, pavement condition analysis, pavement coring and deflection testing, quantity take offs for utility covers, striping, ADA related upgrades, and curb/gutter, and sidewalk repairs. The project was divided into three bid packages, i.e. slurry seal package, road rehabilitation/reconstruction, and bike path reconstruction to attract more contractors and minimize contractor mark-ups on subcontractors.

Measure K Paving Program

Town of Moraga, California

Lead Civil Engineer. Responsible for the preparation of construction documents to reconstruct three streets (totaling approximately 200,000 square feet) in the Town of Moraga. Full-depth reclamation (FDR) was chosen as the reconstruction alternative based on a comprehensive pavement and subgrade investigation. The design plans included grading plans and profiles and included drainage improvements and the design and construction of a retaining wall (soldier piles and lagging) to protect an eroding storm drain culvert outfall. The project included comprehensive regulatory compliance and permitting services, as well as coordination with adjacent property owners (St. Mary’s College) as some of the design elements were sited in biological sensitive areas. Key to the project success was the tight collaboration with staff responsible for the permitting and regulatory compliance tasks, incorporation of permitting requirements and mitigation measures into the design documents, and communication with city staff and stakeholders. After passing a 1 percent sales tax in 2012 to raise approximately \$8 million for streets and roads, Measure K, the Town selected NCE for a three-year, on-call contract to provide a variety of pavement-related services for this significant community project. The first phase included rubberized cape seals and microsurfacing for more than 14 miles of streets, the second phase included overlays on nearly 7 miles of roadway, and the final phase includes reconstruction of over 3 miles of mostly residential street sections. The project includes curb ramp installation and replacement, storm drain replacement, sidewalk and curb and gutter repairs, striping, and utility location and coordination. NCE recommended the use of FDR where feasible to lower costs and provide environmental benefits of recycle-in-place pavement technology.



Education

DI (Diplom-Ingenieur), Civil Engineering, University of Natural Resources and Life Sciences, Vienna, Austria (Equivalent of a MS, Civil Engineering), 1997

Registrations and Certifications

Professional Engineer – Civil, CA #64725

Professional Engineer – Civil, NV #19430

Troxler Nuclear Testing Equipment Certification #079039

Affiliations

American Society of Civil Engineers

American Public Works Association

Joined NCE

2004

Total Years of Experience

20 years

Jeff Stempihar, PhD, PE

Pavement Specialist

With over 15 years of experience, Jeff has been involved in engineering and research of pavement materials, pavement design, recycled materials in transportation, thermos-physical properties of paving materials and urban heat island. He served as the state materials testing engineer for the Arizona Department of Transportation managing their pavement and structural materials testing section that is responsible for providing technical expertise related to construction materials testing statewide. He has authored numerous technical specifications, test procedures and technical reports as well as industry publications.

Jeff also holds a faculty associate appointment at Arizona State University and is engaged in teaching and mentoring the next generation of civil engineers. He is a registered professional engineer in Arizona and Michigan and is active in local industry groups to support technology transfer and training efforts for practicing engineers. His engineering and university roles offer the unique opportunity to focus efforts at the intersection of practical materials research, industry research implementation, student development and student engagement with industry partners.

Representative Projects

2018 Street Rehabilitation Program

City of San Marino, California

Senior Pavement Engineer. NCE provided pavement evaluation and design services for various sections of five roadways with pavement condition index (PCI) of under 20 for the City. A pavement condition survey was conducted with distresses identified along with areas for potential base repairs. Coring, sampling, and laboratory testing was performed and a pavement design and soils investigation memorandum was prepared that included potential treatments with sustainable treatments and cost saving measures. Technical specifications were provided.

Montebello Grade Separation Haul Road Evaluation and Rehabilitation

City of Montebello, California

Senior Pavement Engineer. NCE, serving as a sub-consultant, is providing pavement evaluation and rehabilitation design for four streets, including a major arterial that is being used as a haul route for the construction of a new grade separation project in Montebello for the San Gabriel Valley Council of Government (formerly the Alameda Corridor East) and the City of Montebello. NCE performed a field inspection to determine the current distresses and pavement condition and conducted falling weight deflectometer (FWD) testing using our Dynatest Model 8000 FWD. NCE obtained cores of the streets and bulk samples of the subgrade for laboratory testing, including R-values. In addition, dynamic cone penetrometer testing was performed at every core hole in accordance with ASTM D6951.

Pavement Management Program Update and Pavement Design Report

City of Lemon Grove, California

Senior Pavement Engineer. NCE performed the City of Lemon Grove's pavement management update in 2018 using StreetSaver® software. The pavement management report was used to assist the City in making cost-effective decisions in selecting streets for repair, as well as to comply with TransNet requirements. In addition to conducting the pavement management program update, NCE performed follow-on pavement design work and conducted coring, laboratory testing, and falling weight deflectometer testing. Using the data obtained from the testing, NCE performed network level pavement analysis to develop pavement rehabilitation and reconstruction recommendations for each street.



Education

PhD, Civil Engineering, Arizona State University, 2013

MS, Civil Engineering, Michigan Technological University, 2004

BS, Civil Engineering, Michigan Technological University, 2002

Registrations and Certifications

Professional Engineer – Civil, AZ
#54753

Professional Engineer – Civil, MI
#6201054923

Joined NCE

2015

Total Years of Experience

15 years

Pedro Sanchez, PE

Project Engineer

Pedro Sánchez has experience providing civil engineering services. His experience includes the design and construction of projects for private clients and public agencies. His civil and transportation engineering experience involves the design of vertical and horizontal control plans, grading and drainage, street design, sidewalk, ADA-compliant curb ramp and driveway design, parking facilities, storm drain and utility system, yard piping and hydraulics and hydrology analysis. He prepares construction plans, contract specifications and cost estimates ensuring conformity with state, federal and local requirements. He is proficient in computer-aided design and drafting using AutoCAD Civil 3D, Land Development Desktop, AutoCAD, MicroStation V8 and V8, and Microsoft Office, Excel Bluebeam, and Word. Pedro was a civil engineer for the City of Los Angeles \$1.4 billion sidewalk repair program that aimed to make sidewalks accessible to everyone and meet ADA requirements.

Representative Projects

Valley View Avenue Pavement Rehabilitation from Imperial Highway to Rosecrans Avenue, CIP No. 2018-06

City of La Mirada, California

Project Engineer. NCE is providing pavement rehabilitation services for Valley View Avenue from Imperial Highway to Rosecrans Avenue. This is a highly traveled commercial corridor nearly a mile long with heavily deteriorated pavement that will require significant rehabilitation or reconstruction. NCE is determining appropriate treatments, addressing ADA compliance, and providing PS&E along with design support during construction. The City is in the middle of a multi-million dollar infrastructure improvement program made possible through City general funds, state and federal grants, and passage of Measure I by City residents, which provided additional sales tax revenue of approximately \$4 million per year for five years.

Annual Overlay/Rehabilitation 2017-18 Pavement Design and PS&E

City of San Leandro, CA

Project Engineer. NCE was contracted by the City of San Leandro to prepare construction documents and pavement rehabilitation and reconstruction design for 23 arterial, collector, and residential streets (5 miles); construction cost of greater than \$10 million. NCE's scope of work included pavement investigation and design and preparation of civil design PS&Es for construction. Visible drainage issues were addressed, such as localized ponding in the gutter pan, the design of over 100 ADA ramps, curb and gutter repairs, and improvements to striping and pavement markings with the addition of class II and class IV bike lanes. The design of traffic calming bulbouts were prepared for two streets where NCE analyzed vehicle turning capabilities and impacts to surface drainage. NCE submitted and managed three encroachment permit applications with Caltrans as the project encroached on three state routes. NCE's engineer's estimate matched that of the winning contractor bid, indicating that NCE was able to anticipate the value of the scope of work and contractor climate.

Rumrill Boulevard Complete Streets Project

City of San Pablo, CA

Project Engineer. The project proposes to modify Rumrill Boulevard with a road diet and to add Class II bikeways in both directions of travel, while reducing the number of vehicles traveling in both directions and adding left turn pockets along the corridor. Related improvements include landscaped buffers, parking protection, and striped buffers including physical barriers such as landscaping and curbing. In addition, the project will include sidewalk widening, crosswalk improvements, bus shelters, traffic signal modification, lighting improvements, concrete improvements (curb ramps, sidewalks, driveways, and medians), asphalt roadway reconstruction, rectangular rapid flashing beacons, storm drainage improvements including green infrastructure, and landscaping improvements.



Education

BS, Civil Engineering, Instituto Tecnológico y de Estudios Superiores de Monterrey, Monterrey Nuevo León, México, 2001

Asphalt Engineering, Universitat Politècnica de Catalunya, Barcelona, Spain, 2000

Fluid Mechanics, California State University, Long Beach, 1999

Registrations and Certifications

Professional Engineer – Civil, CA

Affiliations

American Society of Civil Engineers
American Public Works Association

Joined NCE

2018

Total Years of Experience

16 years

Meiling Cai, EIT

Staff Engineer

For Meiling Cai, the traffic and pavement-related courses she took during her sophomore year in college ended up being illuminating experiences that changed the direction of her education and career. After taking the classes, any time she would drive or go for a walk, Meiling “couldn’t stop thinking about how to make the roads or signals better” as she observed pavement conditions, detection loops, and traffic flow. After joining the Institute of Transportation Engineers’ Student Chapter and working on some projects, she decided to specialize in transportation, applying her interests and passions to her future career.

Meiling joined NCE upon graduation and has since performed pavement condition inspections throughout California and Idaho, as well as sidewalk and curb ramp assessments. Her experience includes distress collection across various pavement management systems. She enjoys the process of continually learning and working to find better solutions. Meiling’s clients value her attention to detail, spirit of collaboration, and the fact she truly cares about her work and its impact.

Representative Projects

FY 2018-19 Street Resurfacing Program

CJ Roberts, Inc. for City of Encinitas, California

Staff Engineer. NCE, serving as a sub-consultant, performed pavement inspections, evaluations, and testing, and provided resurfacing and rehabilitation recommendations for 12.86 miles of roadway. The pavement condition index (PCI) for these roadways varied from 0 to 88. The program encompassed mostly two-lane streets (67 streets) with five four-lane streets and one five-lane street. The City’s last pavement management program update was conducted in 2009 and the PCIs were extrapolated from that point forward.

Valley View Avenue Pavement Rehabilitation from Imperial Highway to Rosecrans Avenue, CIP No. 2018-06

City of La Mirada, California

Staff Engineer. NCE is providing pavement rehabilitation services for Valley View Avenue from Imperial Highway to Rosecrans Avenue. This is a highly traveled commercial corridor nearly a mile long with heavily deteriorated pavement that will require significant rehabilitation or reconstruction. NCE is determining appropriate treatments, addressing ADA compliance, and providing PS&E along with design support during construction. The City is in the middle of a multi-million dollar infrastructure improvement program made possible through City general funds, state and federal grants, and passage of Measure I by City residents, which provided additional sales tax revenue of approximately \$4 million per year for five years.

Montebello Grade Separation Haul Road Evaluation and Rehabilitation

City of Montebello, California

Staff Engineer. NCE, serving as a sub-consultant, is providing pavement evaluation and rehabilitation design for four streets, including a major arterial that is being used as a haul route for the construction of a new grade separation project in Montebello for the San Gabriel Valley Council of Government (formerly the Alameda Corridor East) and the City of Montebello. NCE performed a field inspection to determine the current distresses and pavement condition and conducted falling weight deflectometer (FWD) testing using our Dynatest Model 8000 FWD. NCE obtained cores of the streets and bulk samples of the subgrade for laboratory testing, including R-values. In addition, dynamic cone penetrometer testing was performed at every core hole in accordance with ASTM D6951.

Pavement Management System Update – Zones 1 and 2

City of Santa Barbara, California

Staff Engineer. NCE is assisting the City with an update to its pavement management system (PMS). The City has approximately 245 centerline miles of streets and uses StreetSaver® software. Their last update was completed in 2015. The City’s street system is divided into five geographic zones and only pavement zones 1 and 2 were inspected in 2018. NCE is reviewing distress information entered into its StreetSaver® database and maintenance and rehabilitation work completed between 2015 and 2017 was entered into the database. NCE is now conducting budget analysis and updating the City’s decision tree.



Education

BS, Civil Engineering, University of California, Irvine, 2014

Registrations and Certifications

Engineer Intern – Civil, CA

Joined NCE

2015

Total Years of Experience

3 years



Chris Roberts, PE QSD

Resident Engineer

OVERVIEW

Mr. Roberts has twenty-eight years of experience in the field of civil engineering, special inspection, and construction management. His engineering expertise has been applied to projects involving airports, ports, light rapid transit, bus rapid transit, interstate highways, local road improvements, traffic calming, drainage, utilities, plants, and building renovations and construction. Mr. Roberts has overseen construction management services for on-going contracts with the City and County of San Diego since the company was founded in 2010.

RELATED PROJECT EXPERIENCE

County of San Diego Nuerto Lane Sewer Replacement - Resident Engineer for 8" sewer replacement with manhole replacements and rehabilitations and trench restoration including AC paving and slurry seal.

County of San Diego Industry Road Sewer Replacement – Resident Engineer for 18" sewer replacement with manhole replacements and rehabilitation. Included high capacity bypass pumping systems and road restoration and paving.

Port of San Diego North Harbor Drive Reconstruction – Design Project Manager and Construction Engineering Support. Completed design of 4 lane arterial road reconstruction and parking lot reconfiguration. Included two signal modifications and one new mid-block pedestrian signal and ADA upgrades at all intersections. Also included overlay of PCC paving with AC paving and reinforcing fabric. Received 2016 APWA Project of the Year Award.

City of San Diego ADA Barrier Removal Projects – Design engineer and construction engineering support for 12 tasks orders involving new construction and retrofit of existing parks, buildings, and roadways. Work primarily involved design of ADA compliant parking, ramps, sidewalks, and associated grading and road reconstruction.

City of San Diego Facilities Assessments – Civil Engineer on two contracts to assess several hundred City buildings, plants, and parks for current conditions and recommend upgrades. Primary focus was accessible pathways, ADA ramps, and general site condition assessment of civil engineering features including sidewalks, parking lots, grading, and roads.

City of Escondido FY 2016-2017 Pavement Rehabilitation Projects – Design and construction support for overlays, signage, restriping, and traffic control plans for various arterial road rehabilitation projects totaling over 5 miles of reconstruction.

City of San Diego Metro Bio-Solids Plant Silos 8 and 9 – Resident Engineer for the construction of new storage silos and associated controls and electrical systems at the City's bio-solids processing plant.

AREAS OF EXPERTISE

- Project Management
- Local and Highway Road Design
- Drainage Studies and Design
- Sewer and Water Design
- Site Grading
- ADA Enhancements
- Facility Assessments
- Cost Estimates and Scheduling
- Construction Specifications
- Construction Management
- Construction Inspection

EDUCATION

- B.Sc.E Civil Engineering, Queens University, 1990
- Construction Management, Simon Fraser University, 1992
- Advanced Traffic Engineering, University of Washington, 1995

REGISTRATIONS

- California Professional Engineer and QSD C69419

PROFESSIONAL AFFILIATIONS

- American Public Works Association (APWA)
- Women's Transportation Seminar (WTS)
- Construction Management Association (CMAA)
- Institute of Transportation Engineers (ITE)

Nick Coates, PLS | Survey Project Manager

Mr. Coates has over 36 years of diverse, worldwide surveying experience in both the field and office performing many types of surveying including vertical and horizontal control, photo control, GPS surveys, topographic surveys, design surveys, boundary surveys, Right of Way surveys, monitoring surveys and construction layout.

Education

- HNC Land and Engineering Surveying, Polytechnic of the Southbank, London, UK

Registrations / Certifications

- CA, Professional Surveyor No. 9306
- MO, Professional Surveyor No. 2008000716

Affiliations

- California Licensed Surveyor Association
- Missouri Society of Professional Surveyors

Areas of Expertise

- Project Coordination
- Data Management
- Survey Systems
- GIS

Experience

Rosa Parks/Willowbrook Station, Metro, Los Angeles, CA

Survey Project Manager. The Rosa Parks/Willowbrook Station that serves Metro's Green and Blue lines is the third busiest station in Metro's network and the survey posed many interesting challenges. The station itself is built on three levels, all of which were surveyed whilst the station was active and open to passengers. Additionally, coordination was required with Metro's track department and with UPRR to allow field crews to safely work on the tracks. As Coast Surveying's Survey Project Manager Mr. Coates was responsible for all project coordination, data management, crew assignments and final deliverables. The project consisted of Aerial Mapping, Design Surveys, ROW Surveying and Legal Description/Exhibit preparation.

LAX ConRAC, Los Angeles, CA

Survey Project Manager. As part of the development for the Los Angeles International Airport Consolidated Car Rental Center, this project required detail surveys of Arbor Vitae Street and La Cienega Boulevard for a distance of approximately 4200'. It also included invert elevation measurements and diagrams of 100+ sewer and drainage structures. Additionally, a mobile LiDAR survey was performed of the I-405 ramps that intersected with La Cienega Boulevard at the southern end of the project where mapping of the Caltrans Right of Way was also performed.

Asilomar Retaining Wall Survey, Pacific Palisades, CA

Survey Project Manager. Mr. Coates was responsible for all project coordination, data management, crew assignments and final deliverables for this project. The Asilomar Retaining wall Survey was to support geotechnical monitoring and roadway design and structural design of a wall to remediate a slope failure in a residential neighborhood of Pacific Palisades that overlooks the ocean. Mr. Coates was responsible for project coordination, data management, crew assignments and final deliverables. The project consisted of Aerial Mapping, Design Surveys, ROW Surveying and drainage/sewer survey.

Quality Assurance/Quality Control

NCE's objective for any contract is to deliver technically sound and high-quality projects on-time, on-budget, and with a high level of satisfaction to our clients. To demonstrate our commitment to excellence, our approach is outlined in the following paragraphs.

Project kick-off: Our project manager and team members will meet with City staff to review the project goals and the expected deliverables and discuss lessons learned from previous projects.

Project approach: NCE aligns talented and experienced project managers and engineers in direct contact with clients to collaborate, resulting in a unique partnership that is beneficial to both employees and clients alike. Repeat and referred clients are a reflection of our commitment and dedication to provide quality, timely products to our clients.

Project execution: Once the contract has been authorized and work has commenced, the NCE project manager will keep the City point of contact well informed of the progress. Any anticipated variation from the approved scope, schedule, or budget will be discussed with the City and corrective measures, if necessary, will be discussed and implemented. All of our team members, including sub-consultants will be managed as an extension of NCE.

On time delivery: Timeliness is a high priority. Clear communication, concise documentation, prompt problem resolution, and strict review of the project schedule provide tools to complete the project within the established timeframe. Weekly scheduling meetings and review of two-week production schedules provide a method to identify potential schedule overruns and areas to make up time.

Effective communication: One of the most critical elements in providing quality service is effective communication, both between NCE and the City, and within the NCE team. To ensure complete communications with the City, NCE's project manager will be involved in frequent informal briefings, either in person, on the phone, or via e-mail with the City's project manager. Communication among the project team, including the subconsultants, is critical for a successful project and will be accomplished by regular scheduled team meetings via phone or in person.

On budget performance: NCE has a strong centralized computerized cost accounting system that tracks specific job costs. Labor hours and expenses are entered into the system daily or weekly and project managers may check project budgets daily. NCE's cost control and invoicing system are well suited to tracking costs, preparing invoices in styles and formats consistent with our client's requirements, and providing the necessary backup in a complete and easy to follow package.



High quality deliverables: NCE has an active Quality Assurance Management Program (QAMP) that includes specific quality control (QC) procedures. The goal of NCE's QAMP is to infuse quality throughout the entire project. Each NCE employee attends our quality assurance training and is required to pass an exam and receive certification. NCE's QAMP is based on four principles: client satisfaction, employee participation, problem prevention, and continuous quality improvement. The QAMP includes detailed review of all engineering specifications, drawings and calculations, engineering letters, reports, and design documents prior to submittal to our client, as well as providing meticulous record keeping and high standards of field documentation. NCE's Senior Construction Inspector will conduct a constructability review during the 60% design phase. This allows our designers and engineers to receive feedback on the constructability of the proposed design at this stage. The City's inspectors are invited to participate in this field visit to share and incorporate local knowledge during the design phase. An NCE principal engineer will review and provide quality control of the one hundred percent (100%) set of plans prior to submittal to the City. Additionally, the principal engineer will sign the plans to certify that the review was performed and state the plans are ready for bidding and construction. NCE's QC procedures are designed to improve thought processes, clarify communications among design team members, and translate the concepts and mental images of the project in the designer's mind to the physical structures and systems to be built by the contractor.



NCE believes that an efficient yet thorough Quality Assurance Management Program is essential for getting the maximum value out of every dollar spent on construction. Projects designed by NCE therefore, contain technical specifications that attempt to optimize the balance between using rigid, but time-tested, specifications and meeting local agency needs, with the ultimate goal of obtaining the very best value for our clients.

References

With our experience designing thousands of roads throughout California, including our previous and existing work for the City, NCE will provide the City with the confidence that the treatment selections, design documents, and construction support provided will be delivered on-time and be technically innovative, as well as highly cost effective. For example, in the past two years, NCE has supported the City of Berkeley as stewards to facilitate their Measure M bond monies, including designing over 30 miles and 150 street sections for rehabilitation and reconstruction. A sample of our relevant experience is provided below.

2018 Surface Seal Program, Capitola, CA

Client:	City of Capitola	NCE fee:	\$49,800
Address:	420 Capitola Avenue Capitola, CA 95010	Dates:	March 2018 – May 2019
Contact:	Steven Jesberg, Public Works Director	NCE personnel:	Jim Bui
Phone:	(831) 475-7300		

Scope: NCE developed the road-widening and street re-alignment necessary to add a Class 2 Bicycle Route and retaining wall to an existing street constrained by existing hillside topography. Green design elements included the addition of bioswales to decrease the impervious roadway surface and capture stormwater runoff. Additionally, NCE provided construction support services, including approval of material specification submittals by the contractor, answering requests for information, and preparing technical memoranda. NCE developed pavement repair treatments for approximately two miles of streets, including new design elements, such as a road-widening and addition of bioswales. Repair recommendations included the use of cold-in-place recycling, mill and overlays, and surface reconstruction.


FY 2018-19 Street Resurfacing Program, Encinitas, CA








Client:	CJ Roberts/City of Encinitas	NCE fee:	\$89,000
Address:	505 South Vulcan Avenue Encinitas, CA 92024	Dates:	July 2018 – Ongoing
Contact:	Pete Milligan, Engineer II	NCE personnel:	Jim Bui, Charlene Palmer, Meiling Cai
Phone:	(760) 633-2775		

Scope: NCE, serving as a sub-consultant, performed pavement inspections, evaluations, and testing, and provided resurfacing and rehabilitation recommendations for 12.86 miles of roadway. The pavement condition index (PCI) for these roadways varied from 0 to 88. The program encompassed mostly two-lane streets (67 streets) with five four-lane streets and one five-lane street. The City's last pavement management program update was conducted in 2009 and the PCIs were extrapolated from that point forward.

NCE field marked and inventoried base and curb and gutter repairs on tablet computers using Trimble TerraFlex geospatial data collection software. For base repairs, NCE recorded a unique ID, location, length, width, predominant pavement distress, and severity and for curb and gutter repairs, NCE recorded a unique ID, limit, location, length of work, tree root uplift, presence of larger trees, hard features, or perceived right-of-way constraints (e.g., fence, private walkway, retaining wall). NCE worked with City staff to establish base repair and curb and gutter repair and replacement criteria. NCE summarized the collected data in tabular format and provided an ArcGIS Online Web Map Link that allowed the City to see each location, repair attributes, and a photograph(s). The City reviewed and approved the repair locations and a finalized repair list for project bidding quantities was provided.

The project included:

-  Performing a review and field survey to determine potential treatment types

-  Providing mark-outs of treatment areas
-  Determining preferred treatments per roadway
-  Performing coring and laboratory testing of base materials
-  Obtaining ADA information, field verifying, and making as-needed recommendations
-  Developing descriptions of roadway conditions, quantities, and materials for the City's annual resurfacing program
-  Providing drawings and detail sheets, including berm, intersections, and structural drainage elements
-  Providing bid items and quantities.

2018 Street Rehabilitation Program, San Marino, CA

Client:	City of San Marino	NCE fee:	\$24,000
Address:	2200 Huntington Drive San Marino, CA 91108	Dates:	June 2018 – Ongoing
Contact:	Michael Throne, Public Works Director/City Engineer	NCE personnel:	Jim Bui, Charlene Palmer, Jeff Stempihar
Phone:	(626) 300-0765		

Scope: NCE provided pavement evaluation and design services for various sections of five roadways with PCI of under 20 for the City. A pavement condition survey was conducted with distresses identified along with areas for potential base repairs. Coring, sampling, and laboratory testing was performed and a pavement design and soils investigation memorandum was prepared. The memorandum included potential treatments with a focus on sustainable treatments and cost saving measures. Technical specifications were provided.



Valley View Avenue Pavement Rehabilitation from Imperial Highway to Rosecrans Ave., CIP No. 2018-06, La Mirada, CA

Client:	City of La Mirada	NCE fee:	\$81,900
Address:	13700 La Mirada Boulevard La Mirada, CA 90638	Dates:	January 2019 – Ongoing
Contact:	Mark Stowell, Public Works Director	NCE personnel:	Jim Bui, Charlene Palmer, Pedro Sánchez, Meiling Cai
Phone:	(562) 902-2385		

Scope: The City of La Mirada is in the middle of an ambitious, multi-million dollar infrastructure improvement program that includes numerous reconstruction, repair, and replacement projects throughout the City. This significant investment in the City's infrastructure is made possible through City general funds, state and federal grants, and the passage of Measure I by City residents. Measure I has provided additional sales tax revenue of approximately \$4 million per year for the rehabilitation and improvement of the City's infrastructure for the past four years and will continue for one more year. Improvements include reconstruction of damaged sidewalk, curb and gutter, the upgrade or addition of ADA ramps, pavement rehabilitation, storm drain reconstruction or rehabilitation, and traffic signal upgrades or replacement at various locations. The City has plans to continue upgrading the traffic signal system infrastructure. NCE is currently providing pavement rehabilitation services for Valley View Avenue from Imperial Highway to Rosecrans Avenue. Valley View Avenue is a highly traveled commercial corridor nearly a mile long with heavily deteriorated pavement that will require significant rehabilitation or reconstruction. NCE is determining appropriate treatments and addressing ADA compliance and providing PS&E along with design support during construction.

University Avenue Pipeline Replacement and Road Reconstruction, San Diego, CA

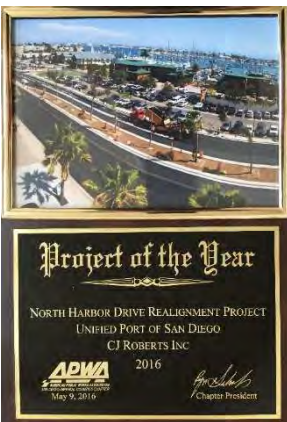
Client:	City of San Diego	Construction cost:	\$19M
Address:	Construction Management and Field Engineering 525 B Street, Suite 750 San Diego, CA 92101	Dates:	2018
Contact:	Clemens Wassenberg, Senior Engineer	CJ Roberts personnel:	Chris Roberts
Phone:	(619) 533-4207		

Scope: Under an ongoing, multi-year construction management contract with the City of San Diego, CJ Roberts was providing construction management services for the installation of a large water pipe replacement along the University Avenue corridor in San Diego and associated road reconstruction. The University Avenue pipeline replacement project replaced approximately 4.33 miles (22,722 feet) of pipeline within the University Heights, Hillcrest, and North Park communities. The project reconstructed pedestrian curb ramps to facilitate access with persons with disabilities. City street surfaces were reconstructed with slurry seal, paving, and striping as needed with vegetation and landscaping within the impacted areas. Their resident engineer was responsible for managing the general engineering contractor and coordinating with related City departments. Special duties included management of night shift work. Construction cost: \$19M. Year completed: 2018.



North Harbor Drive Reconstruction, Unified Port of San Diego, CA

Client:	Unified Port of San Diego	Construction cost:	\$3.8M
Address:	3165 Pacific Highway San Diego, CA 92101	Design budget:	\$500,000
Contact:	Ernesto Medina, Chief Engineer	Dates:	2016
Phone:	(858) 472-1999	CJ Roberts personnel:	Chris Roberts



Scope: CJ Roberts was retained by the Unified Port of San Diego to undertake a redesign of North Harbor Drive and adjacent parking areas between Nimitz Drive and Scott Street. This work involved the reconstruction and realignment of a four-lane arterial roadway and conversion of excess right-of-way and frontage road into several parking lots, as well as design of three traffic signals, utility relocations, LED street lighting, and landscaping. CJ Roberts was the prime consultant overseeing the work of sub-consultants and responsible for project coordination and approvals with the City of San Diego and other agencies, as well as public outreach activities. CJ Roberts provided construction engineering support, including submittal reviews and Request for information (RFI) responses, as well as preparation of as-constructed drawings. The project received a 2016 American Public Works Association Project of the Year Award. Construction cost: \$3.8M. Year completed: 2016.

Mission Hospital Waterline, Mission Viejo, CA

Client: AKM Consulting Engineers **Dates:** December 2017 – June 2017
Address: 533 Wald **Coast personnel:** Nick Coates
Irvine, CA 92618
Contact: Jared Lee, Project Manager
Phone: (949)753-7333

Scope: Coast Surveying provided a detailed design survey, right of way mapping and legal descriptions/exhibits to support the design of a new underground water pipeline that extended from the intersection of Marguerite Parkway and Medical Center Road to the Emergency Way at the Mission Hospital. Included in the survey was the main hospital entrance road and front parking lot area.



LAX ConRAC, Los Angeles, CA

Client: Transystems **Dates:** June 2016 – December 2016
Address: 2000 Center Street, Suite 303 **Coast personnel:** Nick Coates
Berkeley, CA 94704
Contact: Jerome de Verrier,
Project Manager
Phone: (510) 835-2761

Scope: As part of the development for the Los Angeles International Airport Consolidated Car Rental Center, this project required detail design surveys of Arbor Vitae Street and La Cienega Boulevard for a distance of approximately 4,200 feet. It included invert elevation measurements and diagrams of 100+ sewer and drainage structures. Additionally, a mobile LiDAR survey was performed of the I-405 ramps that intersected with La Cienega Boulevard at the southern end of the project where mapping of the Caltrans right of way was performed.



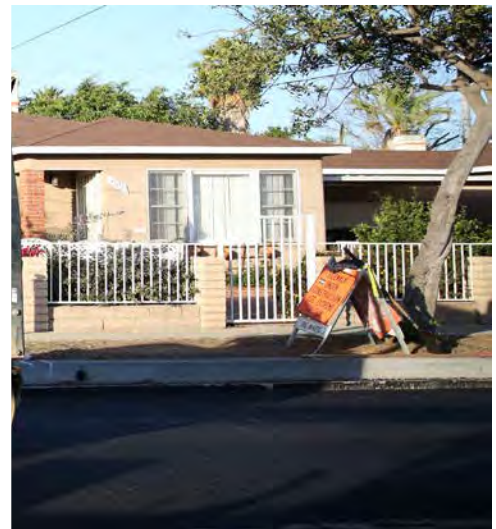
Schedule and Schedule Control



ATTACHMENT “B”

November 20, 2019

Proposal for Street Enhancement Project (CIP No. 2019-06)



Prepared for
The City of Huntington Park



November 25, 2019

Cesar Roldan
Engineering Services Manager
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Subject: Proposal for Professional Design and Construction Management Services for Street Enhancement Project (CIP No. 2019-06)

Dear Mr. Roldan,

We are particularly pleased to provide our proposal to design and oversee the construction of the City of Huntington Park's Street Enhancement project. Infrastructure Engineers has had the pleasure of providing the very services requested in the City's request for proposals (RFP) on other street improvement projects in the City. Based upon the City's RFP and our understanding and knowledge of the City, we offer a full-service team that is exceptionally qualified to provide professional engineering and construction management services for the following reasons:

- ◆ We have provided these very services to Southern California cities for 25 years, providing us with a deep understanding of city clients and their needs. We have rehabilitated literally hundreds of miles of streets for many municipalities
- ◆ We are already familiar with the City of Huntington Park, its staff and the community, which will save the City valuable time by eliminating the learning curve. We are eager to continue to serve the City by designing and successfully delivering one of the most important infrastructures you have – your city streets.
- ◆ All our team members have extensive experience in all facets of engineering design for street improvements as well as construction management and inspection. For many clients, we take projects from inception through construction close out and, therefore, we are familiar with all phases and aspects of public works projects.

Our Project Manager, Yunus Rahi, PhD, PE, TE, will be the point of contact during the proposal evaluation phase and he will oversee the entire team during the course of the contract. If you have any questions, Yunus can be reached by phone at 714.940.0100, ext. 5046, or by email at: yrahi@infengr.com.

As Chief Operation Officer, I am authorized to represent Infrastructure Engineers. 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.

We look forward to continuing to be of service to the City of Huntington Park.

Sincerely,
Infrastructure Engineers

Farzad Dorrani, MS
Chief Operation Officer

Yunus Rahi, PhD, PE, TE
Program Manager



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Infrastructure Engineers Background



Since our founding in 1994, Infrastructure Engineers has been committed to excellence. We stand behind our reputation to provide only the highest level of products and services to the City of Huntington Park and other cities throughout the Southland. For the past 25 years, our pursuit of excellence has shown us that one way we can be the best for our clients is to offer a broad spectrum of services. By doing so, Public Works Directors and City Managers know they will experience consistency in engineering design protocols, project management practices, staff familiarity, and complete understanding of a project, since we take projects from initial concept through design to construction management to project acceptance by the City Council.

The following is a listing of the many services we offer that relate to keeping the City's streets in shape.



Civil Engineering

- Master Planning
- Roadways & Streets Design
- Street Beautification
- Pavement Rehabilitation
- Grading & Earthwork Analysis
- Erosion & Sedimentation
- Street Lighting & Utilities
- Storm Drains
- Parks & Community Facilities
- Parking Lots



Transportation and Traffic Engineering

- Traffic Impact & Operational Analysis

- Traffic Signage & Striping Design
- Traffic Control & Traffic Detour Design
- Traffic Signal Design
- Green Street Design
- Americans with Disabilities Act (ADA) Compliance Design



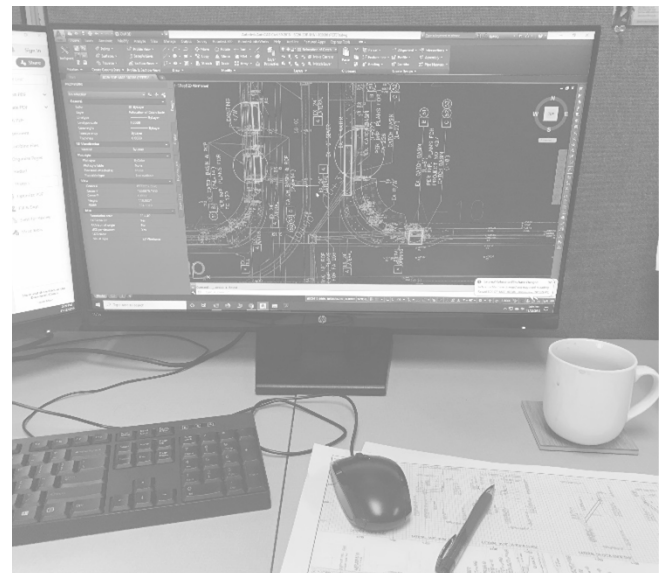
Project and Construction Management

- Program Management
- Portfolio Management
- Construction Management & Inspection
- Constructability Review
- Construction Methods & Solutions
- Value Engineering

Design of pavement rehabilitation projects and programs is the mainstay of our company. We have been involved in maintaining this vital infrastructure for dozens of cities, so you could say we know street pavement rehabilitation and improvement inside and out. In fact, through our as-needed contracts with the cities of Bell Gardens, Montebello, Baldwin Park and Lynwood, we are automatically called on to provide these services whenever the need arises and we have successfully delivered hundreds of miles of pavement rehabilitation over the past two decades.

Subconsultants

The subconsultants we have engaged are long-time collaborators; we have worked on many street rehabilitation projects together. These relationships enable us to deliver projects in a seamless and timely manner because all parties understand the operations and expectations of the others. Firm profiles of our subconsultants are provided on the following page.





Dennis Janda, Inc. - Surveying

Infrastructure Engineers uses Dennis Janda, Inc. (DJI) almost exclusively on our street improvement projects. Dennis Janda, PLS, president and owner of the firm, has almost 40 years of experience overseeing and managing surveying services on municipal and public works projects. DJI's multi-talented staff is comprised of professionals with a wide range of surveying and mapping experience. Their staff are involved in all aspects of professional mapping including geographic information systems (GIS) development and maintenance, using workstations running state of the art software such as AutoCAD, Civil 3D, Trimble GPS and ESRI GIS solutions. DJI's Survey crews are equipped with state-of-the-art technology and are specialists in all aspects of land surveying.

DJI offers the following services:

- | | |
|----------------------------------|---|
| Deformation/Subsidence Surveys | Base Mapping for Civil Engineering Projects |
| Boundary/Property Surveys | Underground Utility Mapping |
| Geodetic Control Surveys | Photogrammetry/Aerial Surveys |
| Right-of-way Surveys | Construction Survey Staking |
| ALTA/ASCM Surveys | 3D Laser Scanning and Imaging Surveys |
| Civil Engineering Design Surveys | Elevation Certificates |
| Topographic Surveys | |

PA & Associates

PA & Associates, Inc., is a geotechnical engineering and material inspection consulting company that has been in operation since 1991. The company offers a full range of services such as geotechnical and environmental engineering consulting, material testing and inspection. They have worked with Infrastructure Engineers on numerous pavement rehabilitation projects that have included pavement evaluation and materials testing, providing reports and recommendations for our design engineers. PA & Associates offers the following services:

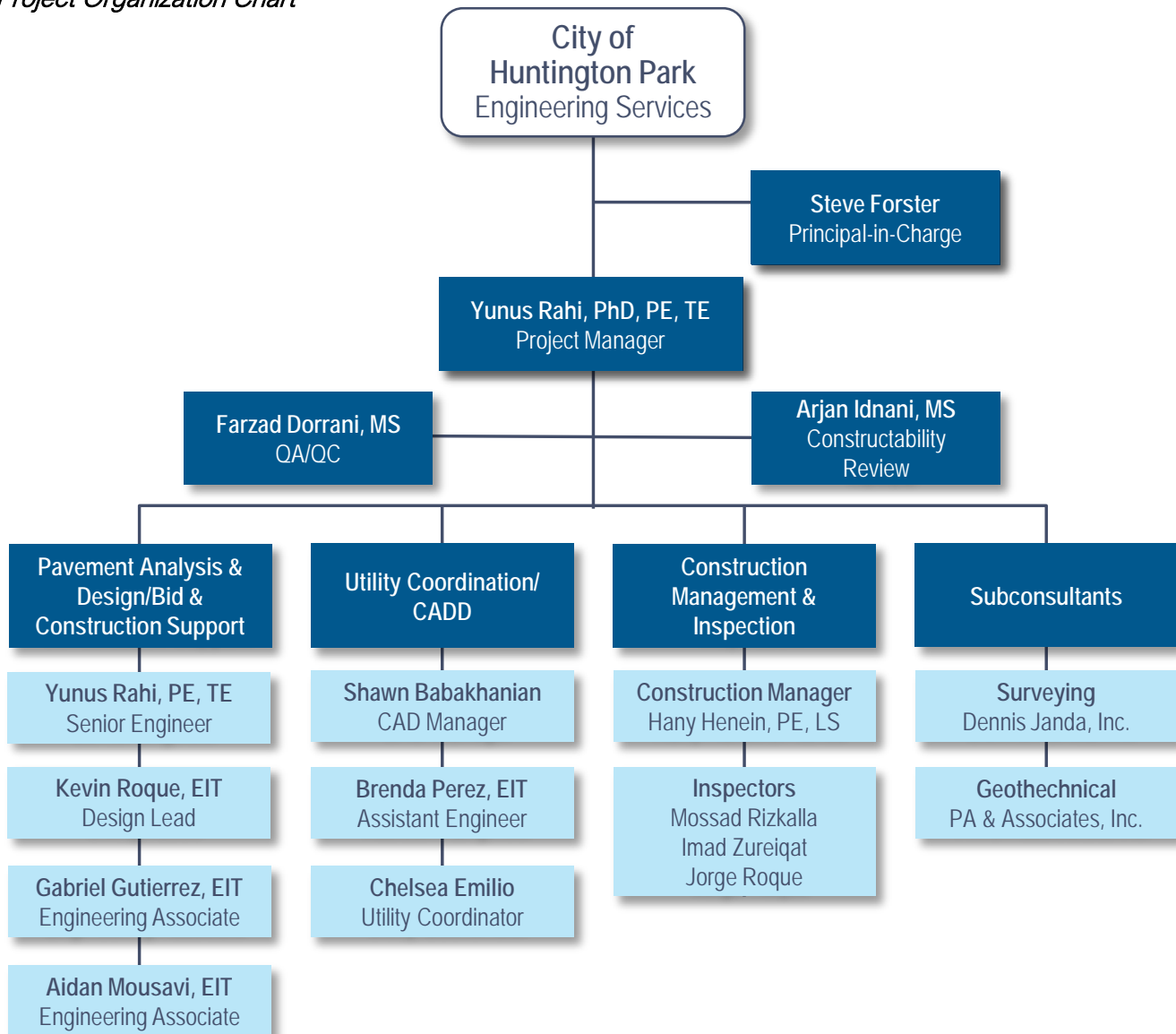
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| Geotechnical Engineering services including but not limited to: <ul style="list-style-type: none">• Subsurface exploration• Laboratory testing of soil, rock, and geosynthetic materials• Engineering analysis• Recommendations for design and construction of foundations, earthworks, pavement sections, shoring and bracing, retaining walls, slopes, subgrade improvements, groundwater control | Special material testing and material inspection needs for: <ul style="list-style-type: none">• Reinforced Concrete• Structural Masonry• Pre-Stressed Concrete• Structural Welding Material Tests include: <ul style="list-style-type: none">• Masonry Prisms & Cubes• Concrete Strength• Grout/Mortar• Shotcrete• Field and Plant Concrete/Asphalt |
|--|--|

Qualifications and Experience of Personnel



Infrastructure Engineers is committed to successfully delivering engineering design and construction management services on the street enhancement project to the City of Huntington Park. Our team of experts, led by Project Manager Yunus Rahi, PhD, PE, TE, includes specialists in all necessary disciplines, with relevant education and professional licenses needed to complete the required services smoothly and successfully. As shown in the Project Organization Chart below, Yunus will be the single point of contact for the City. Infrastructure Engineers' Senior Vice President, Steve Forster, will be the Principal-in-Charge. Steve oversees public works projects for our clients and will provide project oversight, ensuring the identified resources are available to perform the work on schedule and within budget, and that the work is completed according to the Infrastructure Engineers' QA/QC plan and procedures. Resumes for our staff are provided in the section titled *Proposed Personnel*, beginning on page 6.

Project Organization Chart





Qualifications and Experience of Personnel

Relevant Work Experience and Credentials of Infrastructure Engineers' Staff

Name, Role, Credentials		Qualifications and Experience
Yunus Rahi, PhD, PE, TE Project Manager Education: PhD, Civil Engineering MS, Civil Engineering BS, Civil Engineering	Registrations/Certifications: CA PE (Civil) No. 59183; CA TE (Traffic) No. 1726 Years of Experience: 25 Office Location: Brea	<ul style="list-style-type: none"> • Project Manager - Various Streets Improvement Project, City of Baldwin Park • Project Manager - Update 2015 Pavement Management System Report, City of Hawaiian Gardens • Project Manager - Various Residential Street Improvements, City of Hawaiian Gardens • Resident Engineer Services for Washington Boulevard Pavement Rehabilitation and Goods Movement Improvement Project, City of Commerce • Program, Design, Construction Management of Rosemead Boulevard Safety Enhancement and Beautification Project, City of Temple City • PIC -Various Street Improvements, City of Huntington Park
Steve Forster Principal-in-Charge Education: MS, Civil Engineering BS, Civil Engineering	Years of Experience: 32 Office Location: Brea & Industry	<ul style="list-style-type: none"> • Project Manager, Whittier Boulevard Improvements and Signal Modifications, City of Montebello • Project Manager, Eastern Avenue and Florence Avenue Regional Surface Transportation Improvements, City of Bell Gardens • Principal-in-Charge, ATP CYCLE 2 Community Linkages to Civic Center and Long Beach Boulevard, City of Lynwood • Design Engineer, Brookhurst Street/Lincoln Avenue Intersection Widening, City of Anaheim
Farzad Dorrani, MS QA/QC Education: MS, Civil Engineering BS, Civil Engineering	Years of Experience: 25 Office Location: Industry	<ul style="list-style-type: none"> • Montebello Boulevard Bike Lane and Sidewalk Improvement Project Phases I & II, Montebello • Arroyo Drive Improvements from Astra Dr to Rose Glen Ave, City of Montebello • HSIP Cycle 8 Project- Various Intersection Improvements (FY 2017-2018), Bell Gardens • Project Manager, Eastern Avenue and Florence Avenue Regional Surface Transportation Improvements, City of Bell Gardens
Arjan Idnani, MS Constructability Review Education: MS, Civil Engineering BS, Civil Engineering	Years of Experience: 48 Office Location: Brea	<ul style="list-style-type: none"> • Construction Manager, City of Montebello: • Bluff Road Improvements • Via Compo Improvements • Beverly Boulevard Improvements • Flotilla Avenue Improvements • Garfield Avenue Improvements • Safe Routes to School
Kevin Roque, EIT Pavement Analysis & Design Lead Education: BS, Civil Engineering	Registrations/Certifications: Engineer-in-Training, CA, No. 165234 Years of Experience: 8 Office Location: Brea	<ul style="list-style-type: none"> • Design Engineer, Update Pavement Management System (PMS), City of Baldwin Park • Design Engineer, Peach Street Improvement, City of Lynwood • Design Engineer, Frazier Street Pedestrian and Bicycle Safety Improvements Project - Design Phase, City of Baldwin Park • Design Engineer, Safe Route to School – (Pleasant View ES, Vineland ES, Tracy ES), City of Baldwin Park • Design Engineer, Arroyo Drive Improvements from Astra Dr to Rose Glen Ave, City of Montebello • Assistant Engineer, Various Street Improvement Project, City of Baldwin Park
Gabriel Gutierrez, EIT Design Engineering Associate Education: Masters, Environmental Studies BS, Civil Engineering	Registrations/Certifications: Engineer-in-Training, CA, No. 160972 Years of Experience: 6 Office Location: Brea	<ul style="list-style-type: none"> • Design Engineer, Mines Avenue Street Improvements (Montebello Blvd.-Greenwood Ave), City of Montebello • Design Engineer, Bluff Road Street Improvement (Sycamore Street-Date Street), City of Montebello • Design Engineer, Frankel Avenue (Bluff Road-5th Street) & 16th Street (Madison Ave.-Harding Ave.) Street Improvements, City of Montebello • Design Engineer, Various Street Improvements Project, City of Montebello • Design Engineer, 10th Street Improvements from Whittier Boulevard to Cleveland Avenue, City of Montebello • Design Engineer, Maple Avenue Street Improvements from Washington Boulevard to Mines Avenue, City of Montebello
Aidan Mousavi, EIT Design Engineering Associate Education: MBA BS, Civil Engineering	Registrations/Certifications: Engineer-in-Training, CA, No. 153480 Years of Experience: 7 Office Location: Brea	<ul style="list-style-type: none"> • Design Assistant, Bluff Road Street Improvement (Sycamore Street – Date Street), City of Montebello • Design Engineer, Various Street Improvements Project, City of Montebello • Engineering Assistant, Beverly Boulevard Street Improvements Project, City of Montebello • Engineering Assistant, Update City's Pavement Management System, City of Baldwin Park • HSIP Cycle 5 - Southwest Corner of Imperial Highway and Martin Luther King Boulevard, Lynwood



Qualifications and Experience of Personnel

Name, Role, Credentials		Qualifications and Experience
Shawnt Babakhanian Utility Coordination/CADD Manager	Years of Experience: 32 Office Location: Brea	<ul style="list-style-type: none"> Montebello Boulevard Bike lane and Sidewalk Improvement Project Phases I & II, Montebello Frazier Street Pedestrian and Bicycle Safety Improvements Project, Baldwin Park Beverly Blvd. and Wilcox Ave. Intersection Concrete Pavement Improvements, Montebello
Brenda Perez, EIT Utility Coordination Assistant Engineer Education: MS, Civil Engineering; BS, Civil Engineering	Registrations/Certifications: Engineer-in-Training, CA, No. 156456 Years of Experience: 2 Office Location: Brea	<ul style="list-style-type: none"> Utility Coordinator, Frazier Street Pedestrian and Bicycle Safety Improvements Project - Design Phase, City of Baldwin Park Utility Coordinator & Design Engineer, Various Street Improvement Project (FY 2017-2018) - Design Phase, City of Baldwin Park Utility Coordinator, HSIP Cycle 7 Highway Safety Improvements Program, City of Montebello Utility Coordinator, Beverly Boulevard and Wilcox Avenue Intersection Improvements (FY 2015-2016), City of Montebello Utility Coordinator, Maple Ave Street Improvements from Washington Blvd to Mines Ave, City of Montebello Utility Coordinator, Arroyo Drive Improvements from Astra Dr to Rose Glen Ave, Montebello
Chelsea Emilio Utility Coordinator Education: MS, Environmental Studies BS, Earth Science	Years of Experience: 1 Office Location: Brea	<ul style="list-style-type: none"> Engineering Assistant, Various Streets Improvement Project, City of Baldwin Park Engineering Assistant, San Gabriel River Bikeway-Design Phase, City of Baldwin Park Engineering Assistant, San Gabriel River Bikeway-Environmental Services and Permits, City of Baldwin Park Design Lead, Systemic Safety Analysis Report Program (SSARP) Evaluation Study, City of Bell Gardens Design Lead, HSIP Cycle 8 project - Two Signal Mods, City of Bell Gardens
Hany Henein, PE, LS - Construction Manager Education: BS, Civil Engineering	Registrations/Certifications: Registered Civil Engineer, CA, No. 33090 Years of Experience: 45 Office Location: Industry	<ul style="list-style-type: none"> Construction Manager, Montebello Way Traffic Signal Improvement Project, City of Montebello Construction Manager, Construction Management, Inspection & Engineering Support for Long Beach Blvd, Phase 1, City of Lynwood Construction Manager, Long Beach Blvd Phase II - Construction Management & Inspection, City of Lynwood Construction Manager, Washington Boulevard Rehabilitation and Pedestrian Improvement, City of Montebello Lead Design Engineer, Firestone Boulevard Improvements, City of South Gate
Mossad Rizkalla - Senior Construction Inspector Education: BS, Telecommunications Engineering Years of Experience: 13	Registrations/Certifications: ICC: Master of Special Inspection; Reinforced Concrete; PT Concrete; ACI Field Test Technician Office Location: Industry	<ul style="list-style-type: none"> Construction Inspector, Frankel Avenue (Bluff Rd.-5th St.) & 16th St (Madison Ave.-Harding Ave.) Street Improvements, City of Montebello Public Works Inspector, Interim City Engineering Services, City of South El Monte Construction Inspector, CM, Inspection & Engineering Support for Long Beach Blvd, Phase I & Phase II, City of Lynwood Construction Inspector, Inspection Services for FY 16-17 Annual Street Improvements Project, City of Lawndale
Imad Zureiqat - Senior Construction Inspector Education: MS, BS, Civil Engineering Years of Experience: 40	Registrations/Certifications: ICC: Structural Masonry; Reinforced Concrete; Prestressed Concrete Office Location: Industry	<ul style="list-style-type: none"> Maine Avenue Improvement Project, CM & Inspection Services, Phase I, City of Baldwin Park Long Beach Boulevard, City of Lynwood Mines Avenue Street Improvements (Montebello Blvd.-Greenwood Ave.), City of Montebello Bluff Road Street Improvement, City of Montebello Maple Ave Street Improvements from Washington Blvd. to Mines Ave., City of Montebello
Jorge Roque - Senior Construction Inspector Education: BS, Civil Engineering	Years of Experience: 32 Office Location: Industry	<ul style="list-style-type: none"> Construction Inspector, Washington Boulevard Street Improvements, Phase 2 from West City Limit to East City Limit, City of Montebello Bluff Road Improvement (Sycamore Street to Oakwood Street) (FY 2015-2016), City of Montebello Long Beach Boulevard Street Improvements Phase 1, Tweedy Boulevard to Imperial Highway, City of Lynwood Suva Street Rehabilitation, City of Bell Gardens
Dennis Janda, PLS - Surveying Registrations/Certifications: CA Professional Land Surveyor, No. 6359	Years of Experience: 40 Office Location: Temecula	<ul style="list-style-type: none"> Whittier Boulevard Revitalization, City of Montebello Second Street Widening and Realignment, Calexico Kauffman Avenue/Dorothy Avenue Widening and Firestone Boulevard Median Islands, South Gate On-call Surveying Services, Beaumont
Parviz Azar, PE – Geotechnical Education: MS, Soil Mechanics/Structural Engineering; BS, Civil & Environmental Engineering	Registrations/Certifications: Registered Civil Engineer, CA, No. 37818 Years of Experience: 30 Office Location: Irvine	<ul style="list-style-type: none"> Pavement, Geotechnical Investigation & Rehabilitation Recommendations, City of San Clemente Subgrade Investigation & Pavement Recommendation, Eight Streets Improvements, City of Lynwood Pavement Rehabilitation Recommendations, Intersection of Telegraph Rd. & Rosemead/Lakewood Blvd., Pico Rivera And Downey Pavement Subgrade Investigation & Pavement Restoration Recommendation, City of Lake Forest



Project Approach

The objective of the project is to prepare a complete design plan, cost and specifications (PS&E) for improvement enhancement of a total of 12 street segments – approximately 9,850 feet in length – in the City of Huntington Park. The proposed improvements will include asphalt pavement reconstruction on 10 segments and ARHM overlay plus 5-10% base repairs on 2 segments. The 100% PS&E approval is to be secured by June 30, 2020, so that the project is ready to be advertised, bid and awarded immediately thereafter. To accomplish this objective in an efficient, cost-effective and timely manner, we will complete the following tasks per requirements specified in the City's Request for Proposals:

Task 1: Conduct Field Review and Surveys

A comprehensive field investigation and review of existing conditions on the roadway segments will be conducted right after a project kick-off and scoping meeting with the City staff. The field review will include identification of existing manholes and utility covers/boxes within the impacted repair limits so that they can be shown clearly and accurately on the plans. Our staff will review existing reports, as well as results of geotechnical investigations and topographic surveys to be conducted by our experienced subconsultants. This step will also include sending notices and coordinating with utility agencies, preparing project schedules, complying with ADA regulations concerning pedestrian access and crossing ramps, and all relevant standards. The following meetings will be scheduled and attended by our staff: two scoping/kick-off meetings, two stakeholders/final design meetings, two City Council meetings, five City staff meetings, one preconstruction meeting. In addition, our construction manager and inspectors will hold weekly/biweekly meetings with contractor during project's construction phase. A specific date-restricted project schedule will be prepared and submitted for City's approval, based on the timeline provided on page 18.

Task 2: Prepare Design Plans for Construction

Using information gathered in Task 1, our staff will prepare a base map of design and schedule a meeting with City staff to discuss key issues and obtain approval of the base plan. Following the initial project schedule, we will develop complete design plans and submit for the City's review and approval in three consequential levels – 30%, 65% and 100%. A minimum of one week will be provided for City's review at each level before proceeding with the following level. Plans will be prepared with topographic base map as background in AutoCAD format, latest edition on 24-in. x 36-in. standard drawing sheets.

Task 3: Project Specifications

At the 30%, 65% and 100% levels of design plans, we will prepare and submit for City's review and approval the project specifications in conformance with Standard Specifications for Public Works Constructions (Greenbook), latest edition, and other applicable City standards, specifications and guidance. Each contract bid item will be described in sufficient detail along with separate measurement and payment clauses in project specifications. A minimum of 1 week will be provided for City's review and approval of the specifications at each level along with design plans and cost estimates. The 100% specifications will be readily available for the City for inclusion in the City's standard contract documents.

Task 4: Construction Estimate

At the 30%, 65% and 100% levels of design plans, an engineer's cost estimate will be prepared and submitted for City's review and approval. The estimate will have backup calculations for all quantities. All unit prices will be verified for the final plan. A minimum of one week will be provided for City's review and approval at each level.

Task 5: Permitting and Regulations

In this task, we will prepare and secure all permitting paperwork, entitlement and approvals for the project to move into the construction phase. This will include incorporating all applicable environmental requirements, mitigation measures, NPDES requirements (including MS4 LID requirements), BMPs, air/water quality, and erosion/sediment control requirements in a format to be readily available for inclusion in construction documents for bids. A signed check-off list certifying that all environmental clearances/permits per CEQA have been completed and mitigation measures have been incorporated into the PS&E will be provided prior to bid advertisement. Our staff will be available to provide appropriate responses to all pre-bid inquiries and provide assistance in bid analysis after bids are opened.

Task 6: Construction Management Support Services

Our construction management team staff will provide management and inspection services, including material testing as needed. Our staff and subconsultants will incorporate all applicable federal, state and local laws, rules and regulations concerning Public Works in bid documents and will comply with Public Works Greenbook as well as Public Contract Code Section 10120 in the preparation of full, complete and accurate PS&E. Our staff will oversee the preconstruction meeting and provide clarification on contract document as needed. The construction management team will assist the City with Requests for Information, monitor and manage construction schedule, review/distribute contractor's submittals and shop drawings for approvals, conduct construction progress meetings with contractor, prepare and distribute notices, respond to complaints, assist in resolving problems, review contractor's change order requests, selected certified payroll submittals for compliance with applicable prevailing wage rates, and pay requests, and preparing necessary documentation for submittal and approval by the City.

Proposed Personnel



This section provides resumes for each of the key personnel who will be performing and overseeing the work on this project. Our Project Manager, Yunus Rahi, PhD, PE, TE, will be the primary contact with the City during the contract period. No changes to our staff will be made without approval from the City.



Yunus Rahi, PhD, PE, TE - Project Manager

Yunus Rahi, PhD, has more than 25 years of experience in major civil engineering, traffic and transportation engineering, and planning projects. He was the contract Deputy City Engineer for the City of Temple City; Consultant City Traffic Engineer for the cities of Alhambra, Temple City, Monrovia, Commerce, Monterey Park, and San Bernardino; and Resident Engineer for public works construction projects funded by federal, state, local governments, SRTS, SR2S, HSIP, STPL, MTA and ARRA programs. Yunus was the

Program Manager for capital improvement projects for local agencies, including applications for project funding, federal and state funds reimbursement requests, local agency disadvantaged business enterprise plan preparation and renewals, federal and state fund obligation and project close-out reports, attendance and representation in agency and community meetings; and successfully completed major civil, transportation and traffic engineering projects for various local cities and agencies, school districts, private developers, as well as regional, county, state and federal government agencies in Southern California.

Relevant Experience

Project Manager, Various Residential Street Improvements, City of Hawaiian Gardens. Overseeing preparation of plans, specifications and estimate for pavement rehabilitation using rubberized asphalt concrete and slurry seal for 16 residential streets.

Project Manager, Various Streets Improvement Project for City's Pavement Management System, City of Baldwin Park. Oversaw the design, preparation of plans, specifications and estimates for roadway improvements, pavement rehabilitation, concrete improvements, ADA improvements, traffic striping and loop detectors and utility adjustments of 11 streets in conformance with the City's Pavement Management System report.

Project Manager, Montebello Boulevard Street Widening, Bike Lane and Sidewalk Improvement, City of Montebello. Responsible for oversight of Phase I and II of the Montebello Boulevard Bike Lane and Sidewalk Improvement project. The scope of work includes design, preparation of PS&E for roadway improvements and widening, pavement rehabilitation, concrete improvements, utility adjustments, ADA improvements, Class II bike lane, traffic signal improvements, pedestrian lighting, and landscape and irrigation.

Washington Boulevard Pavement Rehabilitation and Goods Movement Improvement Project, City of Commerce. As the City's Consultant Resident Engineer, participated, directed and coordinated all aspects of design efforts and implementation process of the multi-agency funded \$30M project, ranging from fund management, design element changes (including cross-walks, rigid and flexible pavements and pedestrian facilities, transit facilities, goods movement, roadway striping and signage and traffic control devices), to bid preparation, advertisement, award and construction management of various pavement, goods movement, and safety elements. Provided labor compliance services and project management per Caltrans project management manual.

Program, Design and Construction Management of Rosemead Boulevard Safety Enhancement and Beautification Project, Temple City. As the City's Consultant Deputy City Engineer, participated, directed and coordinated all aspects of planning and design efforts and implementation process of the multi-agency funded \$40m project, ranging from application for funds to various federal, state and local public and private agencies and fund management to constructability review of final plans, design element changes (including bicycle and pedestrian facilities, transit facilities, public arts, roadway striping and signage), bid preparation, advertisement, award and construction management of various pavement, public arts, and safety elements.



Farzad Dorrani, MS – QA/QC Review

Farzad Dorrani has 30 years of experience in a variety of civil engineering projects. He has worked extensively on major infrastructure and public works improvement and rehabilitation projects throughout southern California for various agencies, such as the cities of La Puente, Montebello, Anaheim, Irwindale, Malibu, as well as the Alameda Corridor-East Construction Authority. Farzad's experience includes roadway design projects, parks, and downtown revitalization design projects, contract procurement, construction management, project management and administration.

Relevant Experience

QA/QC, Montebello Boulevard Bike Lane and Sidewalk Improvement Project Phases I & II, City of Montebello. Infrastructure Engineers provides providing preparation of plans, specifications and estimates for roadway improvements, pavement rehabilitation, concrete improvements, utility adjustments, ADA improvements, a class II bike lane, traffic signal improvements, pedestrian lighting, landscape and irrigation plans along Montebello Boulevard. The pavement analysis and alternate rehabilitation strategies will include budget analysis to complete as much of the street improvements within the fixed project budget. Infrastructure Engineers will also provide project management and contract administration, and construction management and inspection services.

QA/QC, Arroyo Drive Improvements from Astra Dr to Rose Glen Ave, City of Montebello. Infrastructure Engineers is providing design, project management, bidding of contract, construction management and inspection, as well as federal fund administration for this project that involves removal of existing AC paving and paving of AC pavement and concrete improvement reconstruction, including replacing existing curb and gutter, sidewalk, driveway approaches, access ramps, and adjustment of utility covers, traffic striping, markers, pavement markings and curb painting. The project runs from Arroyo Drive from Astra Drive to Rose Glen Ave.

Project Manager, HSIP Cycle 8 Project- Various Intersection Improvements (FY 2017-2018), City of Bell Gardens. This project involved design and assistance for bidding on two traffic signal system upgrades for the Intersections of Eastern Avenue and Lubec Street; and Garfield Avenue and Loveland Street.

Project Manager, HSIP Cycle 7 Project - Various Intersections Improvements (FY 2016-2017), City of Montebello. Infrastructure Engineers is providing the preparation of PS&E for roadway improvements, pavement rehabilitation, concrete improvements, ADA improvements and utility adjustments at three intersections: Garfield Avenue and Whittier Boulevard, Garfield Avenue and Via Campo, and Via Campo and Findlay Avenue.

Project Manager, Eastern Avenue and Florence Avenue Regional Surface Transportation Improvements, City of Bell Gardens. The project will be the construction of two westbound left-turn lanes with a new westbound dedicated right-turn lane to increase the intersection capacity in the westbound direction. The westbound leg is the only leg without dual left-turn lanes or dedicated right-turn lane. The intersection will undergo new pavement reconstruction. The existing 7-inch asphalt concrete (AC) over a 10-inch aggregate base (AB) section will be upgraded to a 10-inch Portland Cement Concrete (PCC) pavement over 12-inch AB section; increasing the service life and structural capacity of the intersection. Traffic signal system components for the intersection are being upgraded as well. The existing traffic signal poles will be upgraded from 80 mph design poles to 100 mph design poles (current Caltrans standard), a new P cabinet will be installed as well as new luminaries and full intersection video detection for all traffic movements.



Arjan Idnani, MS – Constructability Review

Arjan Idnani worked on major infrastructure projects and on public works improvement and rehabilitation projects throughout California. His experience includes street improvement projects, water main line replacements, slurry seal improvements, traffic signal improvements, and sanitary sewer improvements in cities of Bell Gardens, Montebello, Baldwin Park, South Gate, and South El Monte. Arjan's experience also includes work on land development projects, capital improvement projects, construction management, project management, and administration.

As Infrastructure Engineers' QA/QC lead, Arjan provides oversight of all our engineering design projects. The following is a list of his duties, which encompass many projects:

- 🚧 Review Plans, specification street, sewer and water improvements for various streets
- 🚧 Provides field review for street improvements for constructability for the City of Lynwood
- 🚧 Review plans and specifications for street improvement projects for various streets and provides field reviews for constructability for all projects
- 🚧 Reviews plans and specifications for street and traffic signal projects and provides field review for all projects

Relevant Experience

Construction Manager, City of Montebello, for the following projects:

Bluff Road Improvements. 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.

Via Compo Improvements. This project included cold milling existing 3-inch deep asphalt and installing 3 inches of asphalt overlay. Also removed and replaced damaged curbs and gutters, sidewalks, and driveways, and installed traffic loops and striped.

Beverly Boulevard Improvements. This federally funded project included cold milling existing 3-inch deep asphalt and installing an overlay of 3 inches of asphalt, removing and replacing damaged curbs and gutters, sidewalk, and driveway, and access ramps; pruned trees, installed traffic loops, raised manholes, striped, and constructed bus pads.

Flotilla Avenue Improvements. This project included replacement of damaged 12-inch clay sewer pipe in several locations as well as cold milling existing 2-inch deep asphalt and installing an overlay of 2 inches of asphalt. Removed and replaced damaged curbs and gutters, sidewalk driveways, and access ramps. Raised manholes, installed traffic loops, and striped.

Garfield Avenue Improvements. This project includes cold milling existing 3-inch deep asphalt and installing an overlay of 3 inches of asphalt, removing and replacing damaged curbs and gutters, sidewalks, and driveways, and access ramps. Constructed bus pads, installed traffic loops, and striped.

Construction Manager, Construction of Ramona Boulevard, City of Baldwin Park. This federally funded project included cold milling existing 3-inch deep asphalt and installing an overlay of 3 inches of asphalt, removing and replacing damaged curbs and gutters, sidewalks, and driveways, and access ramps. Installed color concrete in the median, installed an irrigation system, painted traffic signal heads, and installed street name signs.



Kevin Roque, EIT – Pavement Design Lead

Kevin Roque has 7 years of extensive training and internship in civil engineering, public works, and construction projects at the City of Rosemead, Engineering Division. His experience includes street reconstruction design, street overlay design, construction cost estimates, sewer rehabilitation projects, storm drains, plan checking, surveying, construction staking, generating topographic maps, drafting, assisting in project management of CIP projects, creating GIS data and maps, creating conceptual imagery

for exhibits, researching Los Angeles County and Caltrans as-builts, and assisting the City Engineer in preparing legal descriptions for street dedications.

Relevant Experience

Design Engineer, Update Pavement Management System (PMS), City of Baldwin Park. Responsible for inspecting and creating an inventory of the condition of the City of Baldwin Park's roadway network. Work included generating excel inventory, creating a GIS map and database, using MicroPAVER for data analysis, and assisting in the creation of a comprehensive report.

Design Engineer, Alley Rehabilitation Project, City of Baldwin Park. Responsible for the preparation of PS&E for the rehabilitation of two alleys in the City of Baldwin Park.

Design Engineer, Whitmore Street Reconstruction Project, City of Rosemead. Responsible for preparation of plans and cost estimates for Whitmore Street, from San Gabriel Avenue to the westerly end of the cul-de-sac. The project included the re-design of a cul-de-sac, as well as the installation of new curb and gutter, sidewalk, driveways, cross-gutter, a bioswale, and the reconstruction the roadway.

Design Engineer, Prop 1B Resurfacing Project, City of Rosemead. Responsible for the preparation of PS&E for Bartlett Avenue from Garvey Avenue to Walnut Grove Avenue; Fern Avenue from Angelus Avenue to Walnut Grove Avenue; Fern Avenue from New Avenue to Jackson Avenue; Glendon Way from Muscatel Avenue to Rosemead Boulevard; Grand Avenue from Rosemead Boulevard to Walnut Avenue; Hart Avenue from Ramona Boulevard to Marshall Avenue; Muscatel Avenue from Mission Road to Grand Avenue; and Ivar Avenue from Garvey Avenue to Ramona Avenue. The project scope of work included grind and overlay of existing roadway, as well as removal and replacement of damaged curb and gutter, curb ramps, sidewalk, driveway approaches, and cross gutters.

Assistant Engineer, San Gabriel River Bikeway Project- Design Phase, City of Baldwin Park. Responsible for utility research and agency coordination, surveying hydraulic and hydrology analysis, and 80%, 100% and final PS&E.

Assistant Engineer, Frazier Street Pedestrian and Bicycle Safety Improvements Project - Design Phase, City of Baldwin Park. Responsible for utility and record research, topographical surveying where bulb-outs have been placed, drainage pattern analysis, and preparation of design package (PS&E) for construction phase of the project.

Design Engineer, Frazier St. Pedestrian & Bicycle Safety Improvements Project, City of Baldwin Park. Responsible for the preparation of PS&E. Specific work included detailed field observations, field surveys. Improvements included the design of new curb-extensions as well as new signing and striping to incorporate a new bike lane. detailed field observations,

Design Engineer, San Gabriel River Bikeway Project, City of Baldwin Park. Responsible for the preparation of PS&E for a new 2.2-mile bike path along the San Gabriel river and Walnut Creek Wash. Specific work included aerial and field surveys, detailed field observations, hydrology studies, and signing and striping. The work also incorporated design to tie into the City's proposed Bike Hub located at Walnut Creek Nature Park.



Shawnt Babakhanian - Utility Coordination/CADD Manager

Shawnt Babakhanian has more than 30 years of experience in the preparation of contract drawings for a variety of civil engineering, transportation engineering, and structural engineering projects. He also has extensive knowledge and expertise in both IT and CAD management. Shawnt is responsible for drafting traffic signal designs, street improvements, signing and striping, and utility plans. He secures existing utility information by coordinating with utility owners and project engineers to ensure accurate results. In addition, Shawnt is involved in specifications and cost estimates preparation. He is responsible for quality assurance/quality control for project plans and details to ensure the project was completed while adhering to city requirements.

Relevant Experience

Utility Coordination Oversight/CADD, Montebello Boulevard Bike lane and Sidewalk Improvement Project Phases I & II, City of Montebello. Responsible for utility coordination and plans for Phases I and II of the Montebello Boulevard Bike Lane and Sidewalk Improvement project. The scope of work includes design, preparation of PS&E for roadway improvements and widening, pavement rehabilitation, concrete improvements, utility adjustments, ADA improvements, Class II bike lane, traffic signal improvements, pedestrian lighting, and landscape and irrigation.

Utility Coordination Oversight/CADD, Frazier Street Pedestrian and Bicycle Safety Improvements Project, City of Baldwin Park. Responsible for the preparation of drafting plans and utility coordination and research. The project included the complete reconfiguration of existing striping and changing Frazier Street to a single lane in both directions to accommodate the improvements.

Utility Coordination Oversight/CADD, Beverly Blvd. and Wilcox Ave. Intersection Concrete Pavement Improvements, City of Montebello. Responsible for directing coordination of utilities for project signal design modification for new video detection and PS&E for street improvements in the City of Montebello.

Designer/Drafter, Alley Improvement Project, City of Bell Gardens. Responsible for drafting pavement, longitudinal gutters, and utility improvements. The project included reconstruction of the alley's intersection, pavement, and gutter system. Also involved in specifications and cost estimate preparation. Responsible for quality assurance/quality control for the project's plans and details to ensure that the project was completed while adhering to city requirements. The project was completed on time and within budget.

Designer/Drafter, Various Street Rehabilitation Projects, City of Bell Gardens. Responsible for drafting street improvements, signing and striping, and utility plans. In addition, Shawnt was involved in specifications and cost estimates preparation. He was responsible for quality assurance/quality control for project plans and details to ensure the project was completed while adhering to city requirements. The project was completed on time and within budget.



Hany Henein, PE, LS – Construction Manager

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, including the preparation of plans, specifications, designs, cost estimates, bid packages, and schedules.

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

Hany has been the Construction Manager for numerous street rehabilitation and pedestrian improvements, providing oversight and construction of federally funded projects. Projects have included pavement rehabilitation, bridge modifications, bike lanes, pedestrian improvements, entryway signage, ADA improvements, traffic calming and median island landscaping. He performs plan reviews for Infrastructure Engineers' on-call plan check services contracts for city clients and meets with developers to guide them through a city's processes, discussing Public Works conditions of approval, initiating conditions of approval for tract, parcel maps, conditional use permits, and site plans.

Relevant Experience

Construction Manager, Maine Avenue Improvement Project - CM & Inspection Services-Phase I, City of Baldwin Park. The scope of service included 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, installation of 22 signal loop detectors and associated traffic striping, markings and curb painting.

Construction Manager, Washington Boulevard Street Improvements – Phase 2 from West City Limit to East City Limit - 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.



Dennis Janda, PLS (Dennis Janda, Inc.) – Surveying

Dennis Janda brings 35 years of experience in land surveying and mapping. He is responsible for the scheduling, contract administration and final review of all mapping and surveying projects performed by Dennis Janda, Inc. Dennis' overall experience with project research, map and exhibit production, boundary surveys, route surveys, engineering surveys, topographic/photogrammetric control surveys and construction staking is quite extensive.

Dennis has extensive experience in public works for agencies and municipalities providing map review and checks for processing in adherence to owners' standard and specifications and to the subdivision map act. Along with the production of legals and plats for dedications.

Relevant Experience

Survey Project Manager, Whittier Boulevard Revitalization, City of Montebello. Provided surveying services to Infrastructure Engineers on this project to improve the downtown business district where the City of Montebello undertook a project to fully revitalize Whittier Boulevard in the heart of downtown Montebello.

Survey Project Manager, Second Street Widening and Realignment, City of Calexico. Provided surveying services to Infrastructure Engineers on this project, which consisted of design plans, including all utility design and relocation plans, to widen Second Street from a two-lane to a six-lane facility.

Survey Project Manager, Kauffman Avenue/Dorothy Avenue Widening and Firestone Boulevard Median Islands, City of South Gate. Surveying for Kauffman Avenue and Dorothy Avenue widening and Firestone Boulevard median islands in the City of South Gate. Subconsultant to Infrastructure Engineers.

Parviz Azar, PE (PA & Associates, Inc.) – Geotechnical

Parviz Azar has 30 years of experience in geotechnical engineering, consulting services, material testing and inspection, and environmental consulting. He has performed geotechnical report reviews and investigations and provided geotechnical consulting services during large-scale grading projects, street pavement design and rehabilitation, slope stability analysis, deep foundations studies, as well as geoenvironmental site evaluations. Parviz's expertise has also been utilized in forensic engineering studies. His experience is practically oriented, having served as field and principal engineer for challenging large-scale projects throughout Southern California.

Relevant Experience

Project Manager, Subgrade Investigation & Pavement Recommendation Eight Streets Improvement, City of Lynwood. Geotechnical services were provided for Linden Street, Virginia Street, Walnut Avenue, Redwood Avenue, Elmwood Avenue, Olanda Avenue, Virginia Avenue and Los Flores Blvd. This project was completed for Infrastructure Engineers.

Project Manager, Pavement, Geotechnical Investigation and Rehabilitation Recommendations, City of San Clemente. Provided geotechnical services for the existing pavement improvement of Avenida Vaquero from Camino Capistrano to Via San Gorgonio; addition from San Gorgonio to Guadalajara; addition from Calle Vallarta to Camino De Los Mares.

Project Manager, Pavement Rehabilitation Recommendations, Cities of Pico Rivera and Downey. Pavement rehabilitation recommendations were provided for the intersection of Telegraph Road and Rosemead/Lakewood Boulevard.

Project Manager, Pavement Subgrade Investigation & Pavement Restoration Recommendation, City of Lake Forest. Provided geotechnical services to Infrastructure Engineers for the existing pavement improvement of Trabuco Road from Bake Parkway to the Mission Viejo city limit in the City of Lake Forest.



Quality Assurance and Quality Control (QA/QC) are the top priority for Infrastructure Engineers. To ensure the highest quality of the design, Infrastructure Engineers will implement its comprehensive QA/QC program. The Infrastructure Engineers team has designated Farzad Dorrani, MS, as its QA/QC Manager. Farzad's decades of experience have provided him with the knowledge, foresight and understanding of the importance of QA/QC in public works projects. Infrastructure Engineers' Constructability Reviewer, Arjan Idnani, will review and assure constructability and compliance with the City of Huntington Park's requirements. Arjan has more than four decades of civil engineering design and construction experience, specializing in traffic signals and street improvements. In addition, the QA/QC Reviewer and our Project Manager will provide daily supervision and guidance by using the following an 8-step process to assist in the design and construction phase of this project:

1. Assignment of skilled professionals instituting a comprehensive and interactive orientation on the project goals and the means of achieving these goals.
2. Preparation of a checklist for QA/QC tasks that are requirements of the project and of the City of Huntington Park. The checklist will then be distributed to team members to cover all aspects of the project during the Quality Control process.
3. Daily contact by the Project Manager with each ongoing activity to provide support and guidance, and to maintain focus and momentum, and monitor the quality of work.
4. Maintaining regularly scheduled project staff meetings for reviewing work status, reviewing technical elements of the project, adherence to specifications and expectations, coordinating and interfacing of activities, reviewing budget parameters, and discussing upcoming activities and responsibilities.
5. Internal (peer review) audit of pavement design services for quality, accuracy and completeness and compliance with Caltrans Office of Asphalt Pavements standards and guidelines.
6. Strictly and rigorously following of all QA/QC standards and asphalt pavement standards and guidelines.
7. Review by the principal project team leader or designated senior project team leader prior to submittal to assure services meet all standards and codes, project goals and objectives, and contract requirements.
8. The constructability review during the design phase will be carried out by Arjan Idnani. Arjan reviews all work produced by our design engineers.



References

This section provides examples of projects that have been successfully completed within the past 5 years for a variety of city clients. We invite you to contact our references to find out how we were able to assist them in the upkeep of their streets, alleys, and highways.

Washington Boulevard Street Improvements –West City Limit to East City Limit

City of Montebello

Danilo Batson, Director of Public Works
1600 W. Beverly Boulevard
Montebello, CA 90640

Phone: (323) 887-1460
Email: dbatson@cityofmontebello.com

Infrastructure Engineers provided design, project management, and construction management and inspection for pavement rehabilitation and median island improvements for Washington Boulevard street improvements, from the west city limit to east city limit. The project was funded by Proposition C STPL and Proposition A Exchange. We provided plans, specifications, and cost estimate (PS&E) for rehabilitation of pavement, design of median landscaping and curb improvements and ADA-compliant access ramps, applicable bridge repairs where needed, and traffic striping and signal loops. The pavement analysis and alternate rehabilitation strategies included budget analysis to complete as much of the street improvements within the fixed project budget. A topographical survey was completed within the public right of way. Project management and contract administration included preparation of staff reports, Notice to Proceed issuance, recommendations and preparation of change orders, and progress payments during the project.



Street Rehabilitation Project (SB1 Fund – PHASE 2)

City of Bell Gardens

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

Phone: (562) 806-7770
Email: CVu@bellgardens.org

Infrastructure Engineers provided design, plans, specifications, contract documents and bidding assistance for this project that consists of pavement improvement for 12 residential streets in the City. The current phase includes work on Agra Street from Specht Avenue to end; Loveland Avenue from Darwell Avenue to Toler Avenue; and Gotham Street from Jaboneria Road to Gephard Avenue. The work includes cold milling existing AC pavement with asphalt overlay. Once the construction contract has been awarded and construction begins, Infrastructure Engineers will provide construction management and inspection.



Alley Rehabilitation and Industrial Streets Rehabilitation Project

City of Brea

Tony Olmos, Public Works Director
1 Civic Center Circle
Brea, CA 92821

Phone: (714) 990-7650
Email: tonyo@cityofbrea.net

Infrastructure Engineers is currently designing the rehabilitation of existing pavement and roadway features in two alleys and streets in the Cliffwood Industrial Park. Project locations include the first alley east of Redwood Avenue, between Birch Street and Ash Street; the second alley, located east of Puente Street, between Joyce Drive and Walling Avenue; and the Cliffwood Industrial Park streets located south of Lambert Road, by Cliffwood Avenue. The project scope of work includes pavement rehabilitation, reconstruction of existing damaged sidewalks, curbs and gutters, alley intersections, driveway approaches, and construction or reconstruction of access ramps.



The City of Brea subsequently requested Infrastructure Engineers to design the replacement of the existing water line due to number of water leaks within the Cliffwood Industrial Park. We are currently preparing water improvement plans and incorporating them into the original project.

Various Street Improvements Project

City of Baldwin Park

Sam Gutierrez, Director of Public Works
14403 Pacific Avenue
Baldwin Park, CA 91706

Phone: (626) 813-5255, Ext. 460
Email: sgutierrez@baldwinpark.com

Infrastructure Engineers provided design, plans, specifications, contract documents and bidding assistance for this project that consists of pavement improvement for 17 residential streets in the City. The work includes new signing and striping, curb extensions, and other concrete improvements. The curb extension work includes the removal of existing and installing new curb and/or gutter, sidewalks, curb ramps, cross gutter and pavement. Concrete improvements include removal and replacement of damaged curb and gutter, sidewalks, drive-approaches and curb ramps. Other improvements include the installation of detectable warning surfaces, removal of street trees, pruning tree roots and installing root barriers. Related work includes construction surveying, adjusting manholes and utility covers to finished grade, relocating mailboxes, traffic control and all appurtenant work. Once construction begins, Infrastructure Engineers will provide construction management and inspection services.



Various Residential Street Improvements

City of Hawaiian Gardens

Ernie Hernandez, City Manager
21815 Pioneer Boulevard
Hawaiian Gardens, CA 90716

Phone: (562) 420-2641, ext. 244
Email: jcolombo@hgcity.org

Infrastructure Engineers prepared plans, specifications and estimate for pavement rehabilitation on 16 streets throughout the city, using rubberized asphalt concrete and slurry seal. The project consisted of project management, records research and field reviews, preliminary and final design and utility coordination.



Alley Improvement Projects

City of Montebello

Danilo Batson, Director of Public Works
1600 W. Beverly Boulevard
Montebello, CA 90640

Phone: (323) 887-1460
Email: dbatson@cityofmontebello.com

Infrastructure Engineers provided preparation of PS&E for alley improvements and pavement rehabilitation with concrete improvements for the alley north of Via Altamira between Via Altamira and Via Paseo and the alley south of Los Angeles Avenue, between Maple Avenue and Park Avenue. Design for the pavement section included cold milling 1.5 inches with 1.5 inches AC overlay per the City's recommendation. A topographical survey was completed within the public right of way. Project management and contract administration included preparation of staff reports, Notice to Proceed issuance, recommendations and preparation of change orders, and progress payments during the project.

Infrastructure Engineers also provided Federal (CDBG) fund administration to ensure the project met with requirements of the department of Housing and Urban Development (HUD) in conformance with the state's Local Assistance Procedures Manual.

Labor compliance ensured conformity with federal prevailing wage, due to the nature of funding for this project. The Infrastructure Engineers team ensured federal prevailing wage requirements were met by interviewing contractor and subcontractor's employees, monitoring weekly payroll submittals, tabulating payroll records by contractor and subcontractors, and comparing submittals to Davis-Bacon Wage Rates.

Construction management and inspection services included construction inspection, preparation of daily reports, review of change orders and progress payment requests, and coordinating soils testing services.

Schedule and Schedule Control



Project Timeline Schedule

Project PS&E Completion Date: June 30, 2020

Task	Description	December 2019			January 2020			February 2020			March 2020			April 2020			May 2020			June 2020		
		12/1 - 12/31			1/1 - 1/31			2/1 - 2/29			3/1 - 3/31			4/1 - 4/30			5/1 - 5/31			6/1 - 6/30		
1	Meetings, Field Reviews, Investigation and Surveys			◆1		◆2				◆3			◆		◆			◆				◆
2	Design Plans for Construction											◆4			◆5			◆6		◆7		◆8
3	Project Specifications																					
4	Engineer's Construction Estimate																					
5	Permitting and Regulations																					
6	Construction Management Support Services and Inspection*																					

* Construction Management starts after award of contract to Contractor

City Review Period 1 week (following each submittal)

Submittal of Bid-ready PS&E, June 15, 2020

Project Milestones

- ◆1 Notice to Proceed (assumed December 17, 2019)
- ◆2 Field Review/Investigation (December 31, 2019)
- ◆3 Topographic Survey/Geotechnical Completion (February 1, 2020)
- ◆4 Submittal of Base Plan for City's Review (March 1, 2020)
- ◆5 Submittal of 30% Plan for City's Review (March 22, 2020)
- ◆6 Submittal of 65% PS&E for City's Review (April 30, 2020)
- ◆7 Submittal of 100% PS&E for City's Approval (May 22, 2020)
- ◆8 Submittal of Bid-ready PS&E for Advertisemen (June 15, 2020)
- ◆ Meetings (Kickoff/Scoping - 12/17/19 and 3/1/20, Staff at 30% - 3/22/20, Staff at 65% - 4/30/20, Staff at 100% - 5/22/20)

ATTACHMENT “C”



300 S. Harbor Boulevard
Suite 814
Anaheim, CA 92805

REQUEST FOR PROPOSAL

for Professional Design and Construction Management Services
for Street Enhancement Project
(CIP No. 2019-06)



Attn: Cesar Roldan - Engineering Services Manager
City of Huntington Park
6550 Miles Ave
Huntington Park, CA 90255

for the City of
**HUNTINGTON
PARK**

Mr. Cesar Roldan - Engineering Services Manager
City of Huntington Park
6550 Miles Ave
Huntington Park, CA 90255

November 25th, 2019

**SUBJECT: REQUEST FOR PROPOSAL FOR PROFESSIONAL DESIGN AND CONSTRUCTION
MANAGEMENT SERVICES FOR STREET ENHANCEMENT PROJECT (CIP NO. 2019-06)**

Onward Engineering (OE) is committed to a partnership with the City of Huntington Park to provide Professional Design and Construction Management Services for Street Enhancement Project. The City seeks a variety of design and construction related services to cover multiple areas on Albany Street, Hill Street, Mortimer Avenue, and Santa Ana Street.

OE has been providing Design Engineering and Construction management services in meeting the ever-advancing demands of Southern California Municipalities since 2004. For over 15 years we have developed the skills, experience, tools and approaches to efficiently succeed in accomplishing the tasks and requirements associated with residential street and pavement repair, which is our specialty. As such, OE has ambitiously prepared for this RFP because our firm particularly specializes in street improvement projects.

On a project of this scale, maintaining a positive public perception will be paramount to the success of the project. Our deliverables are produced in clear detail and in adherence to a well-devised schedule, a clearly stated and concise scope, and through an emphasis on quality and compliance of all design documents. The OE team will check that the plans meet the 5 C's (consistent, clear, correct, constructible, and complete). Additionally, organization and safety will remain a chief concern until construction is completed. These two issues entail a human element which is not easily read by looking at the plans. The City needs a firm that understands the human element of projects, and no other firm can match us when it comes to this. In terms of maintaining a positive public perception, we have applied experience in providing multiple mediums for community coordination, allowing stakeholders to understand the project, check on the status of construction, and communicate any concerns. OE's real-time project maps, a website for the project, enhanced public notices, and a customized project hotline will help guarantee a positive public perception. As for maintaining safety, this starts with preparing detailed reports and photo diaries in real-time for the City to review. If we are selected, the City will receive the gold standard in design and construction management and inspection services, and we will alleviate any headaches by applying these services to this project. The City needs a partner that has the experience and resources of a large firm, but one that will not act like a large firm in applying a cookie cutter approach to this project. You need the flexibility and innovation of a boutique firm that will remain motivated throughout the project, and one that is fully invested in its outcome, and that sees the City as a partner in its success. Onward Engineering is that firm.

I will be the Principal-In-Charge, entering OE into agreement on this contract with the City of Huntington Park. Having built a career as a Public Works Director and City Engineer for the City of La Habra for over 18 years, I will in fact play a hands-on role place in ensuring quality on all design and construction documents and keep the project on schedule. If you have any questions, please contact me at any time at (714) 533-3050 or by email at mataya@oe-eng.com. *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.*

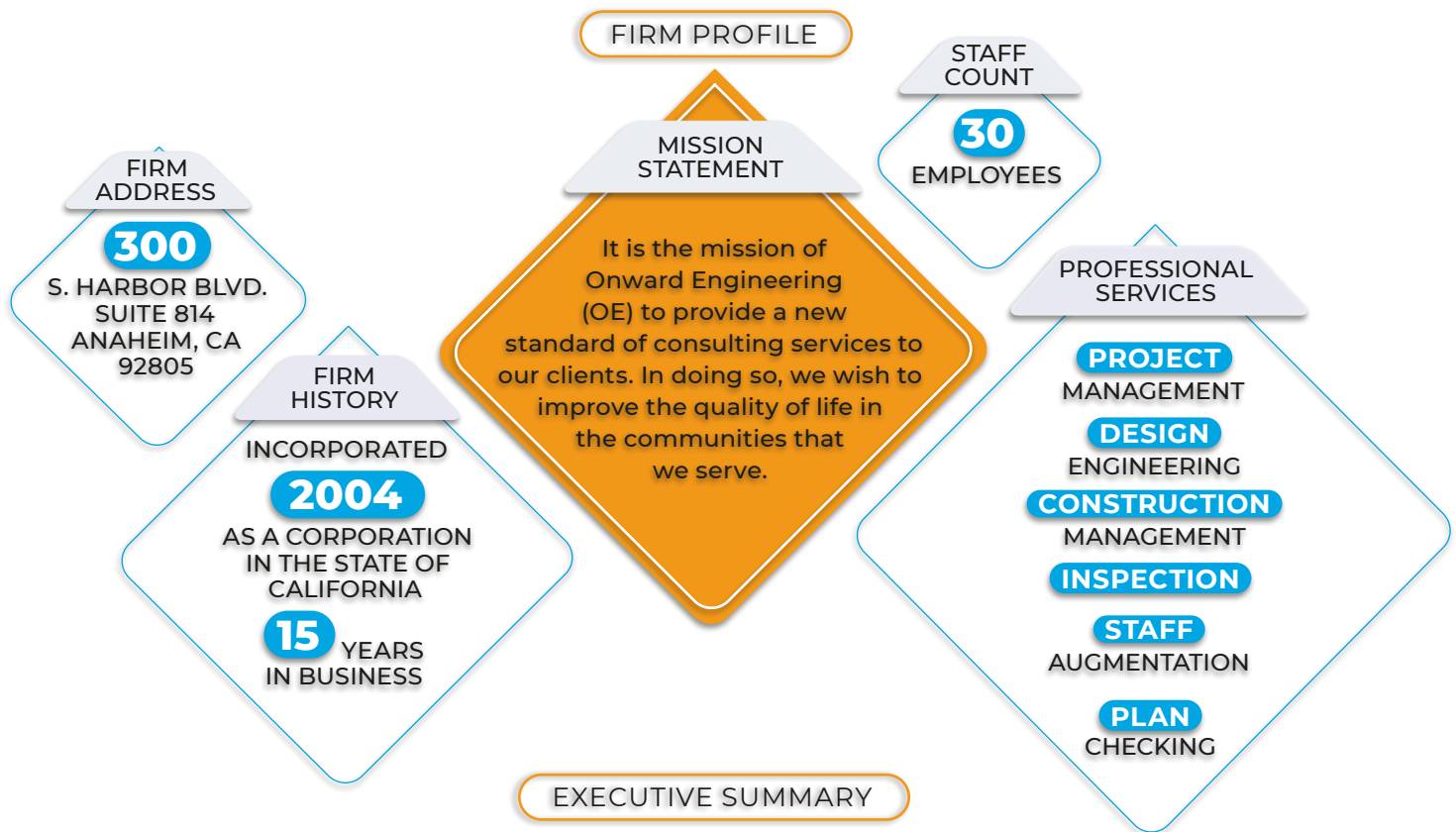
Thank you,



Majdi Ataya, PE
President



SECTION 2 CONSULTANT'S BACKGROUND



Established in 2004 as a firm, OE has over 15 years of experience to apply to this project. OE's history that involves projects similar in size and scope to what is being requested by the City of Huntington Park includes Citywide street rehabilitation projects in the Cities of Norwalk, Lynwood, Diamond Bar, Torrance, Cerritos, West Covina, and La Mirada, among others. For many of these Cities, OE had to pay special attention to setting up a program for providing Public Outreach during construction to ensure that the affected residents were kept informed. In addition, we have available Project Control tools for specializing in the monitoring and control of the schedule, budget, and records/documentation.

Our proposed team is led by Justin Smeets as the Project Manager. Justin has over 14 years of experience and understands how to leverage design technology to achieve a successful PS&E package. Justin is fully versed in AutoCAD Civil 3D, which is an excellent resource for designing in a 3D environment. Justin was certified by OCTA, and this enables him to evaluate roadway conditions and to recommend rehabilitation/reconstruction strategies. Justin is joined by Lead Project Engineer Dayton Lowe (who was also certified by OCTA) and they are backed by a team of seasoned project engineers in Andy Bui and Ryan Dennis.

The level of detail we put into our proposal is a sampling of the quality the City of Huntington Park will get from our design team upon selection. Our deliverables will undergo a rigorous QA/QC process which ensures that the PS&E satisfies the 5 C's (consistent, clear, correct, constructible, and complete). The OE difference is in our commitment to the future of your City, our dedication to open lines of communication, and our promise to act as the City's advocate when interfacing with various stakeholders - especially during the construction phase. OE will provide full Construction Management (CM) and Inspection services, with Jonathan Wu as the CM and Michael Nguyen as the Inspector. In summation, the OE difference is in our mentality that quality engineering can be attained without sacrificing cost-effectiveness; and by implementing a customized solution to fit your specific needs on this project.





SUBCONSULTANT'S BACKGROUND





Topographic Surveying

Lam Le
Professional Land Surveyor

P: (909) 484.4200

1269 Pomona Rd. Suite 108

CL SURVEYING & MAPPING is a Certified , MBE, and  Land Surveying Firm. For over 10 years, OE has subcontracted almost solely with CL Surveying to provide any topographic survey, legal descriptions and plats, and construction staking on our design projects, including the ones listed below. Their Principals are all experienced, licensed land surveyors; they are signatory to the labor agreement with the Operating Engineers Local 12 allowing access to a large pool of experienced surveyors to staff any size project. Working with clients in the Public and Private sector, they prepare Records of Survey, Parcel Maps and Parcel Map Exemption Applications (Lot Line Adjustments), Tract Maps, & Legal Descriptions and ALTA Surveys.

EXPERIENCE & REFERENCES

The City of ALHAMBRA - FY 2018-19 STREET REHABILITATION

CL Survey performed a field topographic survey of the proposed project site to document existing site topography and planimetrics. Substantial visible improvements were located within the street right of way, including lane stripping, utilities, manholes, valve covers, utility vaults and covers, sign posts, signs, trees, utility poles, traffic signal poles, cross gutters, local depressions, catch basins, driveway openings, sidewalks, corner access ramps, fire hydrants, parkway drains, etc. Visible indications of surface utilities lying within the project limits were located, as will accurate lid/rim elevations. Street cross sections were taken at 50 foot intervals. The standard cross sectional data will consist of a back of walk elevation, Top of Curb, Flow Line, Gutter Lip, and crown for both sides of the street. CL Survey also provided the monument preservation on this project.

REFERENCE

STEPHANIE CAMORLINGA
Engineering Associate

(626) 570-5067
111 S. First Street,
Alhambra, CA 91801

The City of LONG BEACH- EAST 2ND STREET BIKE LANEMPROVEMENTS PROJECT

CL Survey performed a field topographic survey of the proposed project site to document existing site topography and planimetrics. The project spanned from the PCH to the east city limits. Phase 1 of this project included designing Class 2 bike lanes in both directions along E. 2nd Street. Phase 2, which was combined with Phase 1, included incorporating a pavement grind/overlay with localized removal and replacements of the entire pavement section into the design. Phase 3 included the preparation of conceptual median landscaping plans and a conceptual Class 1 bike lane with right-of-way takes. The project was completed on time and within budget.

REFERENCE

DERRY MACMAHON, PE
Project Manager

(310) 525-0681
333 W. Ocean Blvd.,
Long Beach, CA
90802

The City of HESPERIA - FY 2018-19 CDBG STREET IMPROVEMENTS

CL Survey performed a field topographic survey of the proposed project site to document existing site topography and planimetrics. The project consists of constructing approximately 8,550 linear feet of streets. The project limits included Ash Street from Seventh Avenue to Eleventh Avenue (~2,850 linear feet), Larch Street from Seventh Avenue to Eleventh Avenue (~2,850 linear feet), and Wells Fargo Street from Seventh Avenue to Eleventh Avenue (~2,850 linear feet). The streets are located within a residential zone and are to be upgraded from dirt roadways to 26" wide asphalt concrete pavement with an inverted crown design. Additionally, all surface utility appurtenances were to be preserved/modified to accommodate the new roadways and driveways of the adjacent residences were tied into the streets.

REFERENCE

DAVID BURKETT
Project Manager

(760) 947-1202
9700 Seventh Ave.,
Hesperia, CA 92345



**Geotechnical Engineering****Steven Koch**
Senior Vice President714.632.2999
skoch@mtglinc.com2992 E. La Palma Ave., Suite A
Anaheim, CA 92806

MTGL has over 19 years of experience in providing materials testing and laboratory services to numerous municipalities, agencies, and contractors throughout Southern California. MTGL has been active in all phases of geotechnical engineering and materials testing for all aspects of commercial, industrial, municipal and residential developments since its formation. MTGL can identify potential seismic hazards and provide recommendations for site preparation, grading and foundation types, and can assist in ensuring that all soils used in construction are correctly compacted and meet project plans, specifications and soils report. MTGL also provides complete materials testing. Their services are performed in their laboratory, at fabrication plants and at construction sites. They ensure to verify compliance with municipal, state and national building codes and standards. Firm expertise includes the properties of concrete, asphalt, masonry, steel and other materials. If structural materials perform inadequately, or if uncertainties exist about their quality, MTGL can quantify unknown properties, investigate, and report how and why these conditions exist. When requested, they will recommend acceptable alternatives. MTGL's engineers and professional staff are specially trained to provide in practical and cost-effective solutions. MTGL Inc. is a certified SBE, DBE, and M/WBE by the Los Angeles County Metropolitan Transportation Authority. In addition, MTGL is a CBE by the County of Los Angeles. Their laboratories are certified by Caltrans, the Division of the State Architect, and the City of Los Angeles.

EXPERIENCE & REFERENCES**The City of CORONA - I-215 & SR74 INTERCHANGE**

This project included the construction of a new over crossing structure to replace the existing SR-74 and I-215 interchange. Work included the realignment, reconstruction and widening of ramps, reconfiguration of the 4th Street and Redlands Avenue Intersection and widening of 4th Street. Also included in the project is the construction of retaining and sound walls. The project was federally funded, began in Spring of 2010 and was completed five months ahead of schedule. MTGL provided Soils Observation and Testing in addition to Materials Testing and Field Inspection Services. All testing and inspection was completed in accordance with Caltrans Test Methods, Standards and Guidelines.

REFERENCE

GARY TOMASETTI
Jacobs Project
Management
(714) 412-2262
5757 Plaza Dr.
Suite 100
Cypress, CA 90630

The City of OCEANSIDE - PACIFIC STREET BRIDGE

The Pacific Street Bridge is an \$18 million dollar project in Oceanside that crosses the San Luis Rey River and links the harbor to Oceanside's downtown. Construction of the 600-foot-long bridge began October 2006 and was completed in September 2008. The bridge has a traffic lane, bike lane and a sidewalk in each direction, connecting Pacific Street on the south side with Harbor Drive on the north side. The bridge construction is an environmentally friendly project and includes trash and oil filters at storm drain outlets, river roosting rafts for pelicans, and removal of the old "low-water" crossing and restoration of beach sand areas. It also features landscaped slopes with native plant species to control erosion. MTGL was contracted for this project and provided the Geotechnical, Materials Inspections and Laboratory Testing Services for the Pacific Street Bridge project. Testing was completed in accordance with Greenbook and Caltrans Standards.

REFERENCE

MR. CRAIG JOHNSON
Harris & Associates
(714) 742-6020
34 Executive Park,
Suite 150
Irvine, CA 92614

The City of COLTON - AGUA MANSA ROAD IMPROVEMENT/WIDENING

The Agua Mansa Road Improvement Project is a much needed improvement and widening of the Agua Mansa Road for future development. The project consists of preparing the road for widening by grading, trenching and placing pipe for new utilities. The quality control needs for this project relied heavily on the testing of Recycled Rubberized Asphalt. Due to MTGL Inc.'s experience in this type of work, the Agua Mansa improvement has been another quality project. MTGL provided Quality Control Services by performing precise grading observation, testing, sampling and analysis of soil and asphalt, special inspections and testing of concrete, reinforcing steel, masonry, and structural steel components.

REFERENCE

REGGIE TORRES
(909) 370-5065
650 N La Cadena Dr,
Colton, CA 92324





SECTION 3 QUALIFICATIONS & EXPERIENCE OF CONSULTANT'S PERSONNEL

MAJDI ATAYA, PE

BS Civil Engineering - **CSULB**, 1981
MPA All Coursework - **CSULB**, 1993
LICENSED Prof. Engineer #39392
City of LA HABRA former Deputy Director
and City Engineer

Principal-In-Charge & QA/QC Manager

38 yrs. experience

JUSTIN SMEETS, PE, PLS, QSD

BS Civil Engineering - **CSUF**, 2007
LICENSED Prof. Engineer #78314
PLS Professional Land Surveyor
QSD Qualified Stormwater
Pollution Prevention Plan Developer

Project Manager & Primary Contact

14 yrs. experience

JONATHAN WU, PE, PMP, QSD

BS Civil Engineering - **USC**
MPA Civil Engineering - **USC**
CERTIFIED Project Manager Prof.
QSD Qualified Stormwater Pollution
Prevention Plan Developer

Construction Manager

27 yrs. experience

ANDY BUI, PE

BS Civil Engineering - **CSULB**, 1998
LICENSED Prof. Engineer #78996
CERTIFIED AutoCAD/Civil3D - **Westech**
OSHA CERTIFIED Construction Safety &
Health - 30 hrs Training

Project Engineer

21 yrs. experience

RYAN DENNIS

BS Civil Engineering - **UC Alberta**, 2005
MINOR Environmental Engineering
LICENSED Professional Engineer
CERTIFIED AutoCAD/Civil3D

Project Engineer

12 yrs. experience

DAYTON LOWE

COURSEWORK Civil Engineering Technology
& Construction Management
OCTA CERTIFIED Pavement Rehabilitation,
Evaluation & Recommendations
CERTIFIED AutoCAD/Civil3D

Project Engineer

18 yrs. experience

MICHAEL NGUYEN

AA Industrial Technology
16 YRS Inspection - **County of Orange**
60 UNITS Mechanical Engineering
Coursework - **Cal Poly Pomona**

Construction Inspector

20 yrs. experience

City of WEST COVINA



RESIDENTIAL STREETS REHABILITATION PROJECT

OE provided the City of West Covina with full design engineering services for the Residential Streets Rehabilitation Project. The project requirements included rehabilitation of pavement, concrete removal and replacement of damaged curb, gutter and sidewalks, identifying and addressing storm water drainage concerns, retrofitting or reconstructing curb access ramps with latest ADA standards, and updating signing and striping. The project limits consist of a total of approximately 14,700 linear feet (approximately 2.78 miles) of roadway on the streets.

City of NEWPORT BEACH



OCEAN AVE. & MARGUERITE AVE. RECONSTRUCTION

OE provided design engineering services on the Ocean Avenue & Marguerite Avenue Reconstruction Project for the City of Newport Beach. The project limits consisted of Marguerite Avenue from E. Pacific Coast Highway (PCH) to Ocean Avenue, and Ocean Avenue from Marguerite Avenue to Carnation Avenue, a total distance of nearly 4,000 LF. Marguerite Avenue and Ocean Avenue serve as the main route from the PCH to Newport Beach's Corona Del Mar beach. These two residential streets are one lane in each direction with on-street parking and consisted of Portland Cement Concrete. Newport Beach selected OE to investigate the condition of the concrete pavement and arrive at a financially feasible solution that minimized impacts to the residents and did not impact access to the beach during the warm season. The project included the design of approximately 350 feet of narrowing the existing street section and introducing a new landscaped parkway using plants and materials agreeable with the City's Architectural and Landscape Review Committee. The work also entailed coring the existing pavement to determine the existing section configuration and subgrade strength, extensive topographic survey, and resetting monuments.

City of SAN BERNARDINO



CITYWIDE STREET REHABILITATION PROJECT

For the City of San Bernardino, OE provided full Design Engineering services, with project requirements that included pavement rehabilitation, concrete removal, replacement of damaged curb, gutter and sidewalks, retrofitting or reconstructing curb access ramps with latest ADA standards, and updating signing and striping. The project limits consist of approximately 20,300 linear feet (3.85 miles) of roadway on residential streets.





City of HESPERIA



CDBG RESIDENTIAL STREET IMPROVEMENT - CO #7150

OE provided the City of Hesperia with Design Engineering services for the FY2018-19 CDBG Street Improvements Project. The project consists of constructing approximately 8,550 linear feet of streets. The project limits included Ash Street from Seventh Avenue to Eleventh Avenue (~2,850 linear feet), Larch Street from Seventh Avenue to Eleventh Avenue (~2,850 linear feet), and Wells Fargo Street from Seventh Avenue to Eleventh Avenue (~2,850 linear feet). The streets are located within a residential zone and are to be upgraded from dirt roadways to 26" wide asphalt concrete pavement with an inverted crown design. Additionally, all surface utility appurtenances were to be preserved/modified to accommodate the new roadways and driveways of the adjacent residences were tied into the streets.

City of RANCHO CUCAMONGA



125 ADA ACCESS RAMP UNIQUE DESIGNS

OE provided Design Engineering services to the City of Rancho Cucamonga. This project included approximately 125 ADA ramps which required custom designs for each ramp. 43 additional ramps were added by the City. The work on these ramps were completed on an expedited schedule and with short turnaround times.

City of COMMERCE



ROSINI/ROSEWOOD CEMENT TREATED REHABILITATION

OE provided Design Engineering, Construction Management and Inspection services to the City of Commerce on this project spanning 9,050 LF on Rosini and 5,125 LF on Rosewood and included both residential and collector streets. The scope included a variable 1.5-inch to 2-inch grind and overlay for much of the roadway, curb and gutter, 5,000 SF of sidewalk, grinding 52 panels of sidewalk, 716 LF of cross-gutter, replacing 20 ramps and upgrading 53 more to meet ADA compliance, adjusting 48 manholes, traffic loops, replacing 70 street signs and other related improvements. The biggest issues for the City was with ADA ramp compliance, dust control during the grinding operation, and coordinating with the school schedule. OE reviewed all ramps in the field and specifically modified designs to ensure ADA compliance while maintaining pedestrian access to properties during construction. OE also coordinated closely with an adjacent school to schedule work to accommodate the school's schedule. By working closely with the City of Commerce throughout both design and construction, OE ensured their full satisfaction in the quality of our work, which ultimately led to the project completing within budget and ahead of schedule. The project required familiarity with CDBG and labor relations contract compliance. CDBG funding requires strict documentation of labor and fund allocations, in addition to strict contractor oversight to ensure Section 3 fair labor efforts are being implemented throughout the course of the project. OE has overseen many CDBG projects and has become quite familiar with how to manage these complex contracts.

City of TORRANCE



RESIDENTIAL STREET REHABILITATION PROJECT, I-94

OE provided Design, Construction Management and Inspection services to the City of Torrance to rehabilitate streets in Areas A & C. This \$3.6 million project was funded by gas and local taxes. The project limits included 30,000 LF of primarily residential roadways with several main arterials. The project scope included developing a cost-effective street design to mitigate deteriorated pavement conditions, conducting a drainage analysis that efficiently conveyed surface runoff, producing a design of effective roadway and alley transitions, and replacing damaged concrete items including curb, gutter, sidewalks, and driveways. OE conducted a pavement analysis of Area A and concluded the best treatment method would be a full roadway reconstruction. As part of the pavement analysis, OE conducted a comprehensive cost-benefit analysis and recommended full-depth reclamation. OE also designed a custom rolled swale with colored concrete for Area A to preserve the traditional rustic character of the neighborhood while capturing surface runoff and preventing erosion and ponding. Pavement analysis was conducted on Area C, and OE concluded it would need a 3.5-inch grind and overlay with an intermittent layer of pavement-reinforcing fabric. Major improvements to the existing curb and gutter system were implemented, which would have otherwise become a perpetual issue. OE pointed out that without the proper construction of curb and gutter and the adequate conveyance of the drainage runoff, the neighborhood would be susceptible to further degradation and need reconstruction. Lastly, 106 ramps were replaced to meet ADA compliance, and five cross-gutters were added outside the two areas.



SECTION 4 PROJECT APPROACH

The City of Huntington Park is seeking a qualified firm to provide professional design and construction management services for the Street Enhancement Project (CIP No. 2019-06). The project consists of preparing PS&Es and related construction documents, conducting an aerial survey, and performing a geotechnical investigation to facilitate the rehabilitation of approximately 10,000 linear feet (1.89 miles) of streets. Additional tasks include reconstructing damaged curb, gutter, cross-gutters, and sidewalks, constructing ADA compliant curb ramps, adjusting utility appurtenances, and replacing signing and striping.

THE PROJECT STREET SEGMENTS CONSIST OF:

- 1 **Albany St.** - Gage Ave. to Laura Ave.
- approx. 2,340 linear feet
- 2 **Hill St.** - West City Limit to Salt Lake Ave.
- approx. 4,570 linear feet
- 3 **Mortimer Ave.** - West City Limit to Santa Fe Ave.
- approx. 920 linear feet
- 4 **Santa Ana St.** - West City Limit to California Ave.
- approx. 2,240 linear feet

DRONE MAPPING



ADA RAMP DETAIL



MANHOLE ASPHALT UPHEAVAL

Our team has three remote pilots licensed by the FAA to fly drones for commercial use. The site assessment will be enhanced with the collection of high-resolution aerial photographs and topography data of the street using our drone. Drone mapping can provide topographic data at a comparable accuracy to a traditional topographic survey with the added benefit of higher quality aerial photographs due to the ability to fly at a much lower elevation. The aerial photographs allow us to accurately denote site surface features, areas of excessive pavement distress, utility notification markings, and street striping, as well as providing us with highly detailed reference data that cannot be achieved through traditional site evaluation methods.

STREET REHABILITATION

Street rehabilitation methods to be applied to each street segment will be made following a detailed site evaluation, review of the pavement management study and geotechnical report, preliminary cost estimate development for all construction components, confirmation of the available construction budget, and discussions with the City. The existing curb and gutter will be used as a reference point for application of the new paving surfaces and typical sections will be included in the plans.

Preliminary observations reveal the existing structural section of Santa Ana Street consists of asphalt pavement on top of a concrete base. If concrete is present it will be preserved, crack-sealed, and overlaid with a new asphalt surface course. Also noted is that the portion of Albany Street to be rehabilitated travels through a railroad right-of-way. All design and construction activities within the railroad right-of-way will be coordinated with the Public Utilities Commission (PUC) and carried out in accordance with the applicable PUC Codes. OE will also ensure that the appropriate applications are submitted, and permits acquired to commence with construction activities within the railroad right-of-way. Construction activities will be coordinated with the PUC to minimize train schedule disruptions.

Material milled from the streets may be recycled into the base or leveling course if there is sufficient surface area for it to be economically viable. There are several methods that utilize reclaimed asphalt pavement (RAP) including hot recycling, hot in-place recycling, cold in-place recycling, cold central plant recycling, and full depth reclamation. Fiber additives can also be incorporated into full depth pavement layers, overlays, and slurry seals to improve the tensile strength, crack resistance, and service life of the pavement. The determination of which methods may be feasible for the project will depend on street geometry and structural section, project logistics, and available construction budgets. Incorporating these technologies into the design can result in upfront cost savings in labor and material costs or long-term savings by providing a street with service life comparable to one that has been reconstructed at a reduced price. Additionally, utilizing RAP methods also demonstrates Environmental Stewardship by recycling non-renewable resources, reducing waste to landfills, minimizing air emissions, and conserving energy.

The project will be executed in accordance with the scope of work outlined in the City's RFP & any addendums issued. The estimated time to complete each task is reflected in the schedule & fee tables.



PROPOSED PERSONNEL (RESUMES)

**Majdi Ataya, PE** | *Principal-In-Charge & QA/QC Manager*

Majdi is the QA/QC Manager and Principal-In-Charge for Onward Engineering. Majdi Ataya, Professional Engineer and Former Deputy Director of Public Works/City Engineer for the City of La Habra, is a seasoned engineer with over 38 years of solid and diversified experience in the public works sector. He is extremely familiar with the process of project management and design. He is a highly effective communicator and manager with an outstanding assimilation ability. Majdi is able to adapt and relate to all levels of management, and retain high energy levels and enthusiasm for the project at hand. Majdi understands the importance of excellent communication with public agencies and will be a dependable extension of your staff.

EXPERIENCE

OCEAN & MARGUERITE AVE. RECONSTRUCTION*The City of* **NEWPORT BEACH**

Majdi was the Principal-In-Charge for the City of Newport Beach. The project limits consisted of Marguerite Avenue from E. Pacific Coast Highway (PCH) to Ocean Avenue, and Ocean Avenue from Marguerite Avenue to Carnation Avenue, a total distance of nearly 4,000 LF. Marguerite Avenue and Ocean Avenue serve as the main route from the PCH to Newport Beach's Corona Del Mar beach. These two residential streets are one lane in each direction with on-street parking and consisted of Portland Cement Concrete. Newport Beach selected OE to investigate the condition of the concrete pavement and arrive at a financially feasible solution that minimized impacts to the residents and did not impact access to the beach during the warm season. The project included the design of approximately 350 feet of narrowing the existing street section and introducing a new landscaped parkway using plants and materials agreeable with the City's Architectural and Landscape Review Committee. The work also entailed coring the existing pavement to determine the existing section configuration and subgrade strength, extensive topographic survey, and resetting monuments and right-of-way.

FLOWER STREET REHABILITATION PROJECT*The City of* **BELLFLOWER**

Majdi was the Principal-in-Charge & QA/QC Manager on the Flower Street Rehabilitation Project in the City of Bellflower. The project limits were a 1.75-mile long 56-foot wide arterial roadway, between Flora Vista Street on the east, and the West City Limit. The scope of work involved a uniform 2-inch grind and 2-inch ARHM overlay from lip of gutter to lip of gutter, and localized dig outs for specific areas of failed pavement. The project called for PCC work that included curb, gutter, and sidewalk, striping/pavement markings, traffic signal loop replacement and the necessary curb ramp improvements to accommodate ADA access. The project required preparing Caltrans plans to obtain an encroachment permit for the new ADA access ramps at the intersection of Flower Street and Lakewood Boulevard, State Hwy 19. The permit plans required

property survey to establish ROW limits to complete the ramp design. This rehabilitation project was funded using a federal grant and the plans, specifications and estimate were designed to meet all federal requirements.

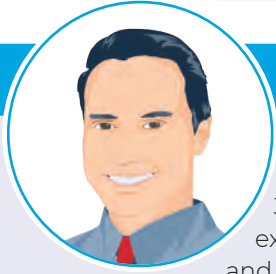
FY17-18 STREET REHABILITATION - SBI FUNDING*The City of* **ALHAMBRA**

Majdi was the Principal-In-Charge for the City of Alhambra. The project entailed the rehabilitation of a total of approximately 21,972 feet (4.2 miles) of asphalt concrete (AC) streets located within the City limits and a small portion of street located within the City of South Pasadena. The project is financed using SBI funds with an estimated construction budget of \$954,000. Initially, the City was considering reconstruction, but the cost to rehabilitate the proposed street segments is \$2,227,066 based on the reported PCIs and preferred reconstruction methods. To remain within the allotted budget of \$954,000, OE prepared a cost-benefit analysis to maximize the budget while utilizing multiple rehabilitation methods.

BAY ST. & FORD RD. CONCRETE RECONSTRUCTION*The City of* **COSTA MESA**

Majdi was the Principal-In-Charge for the City of Costa Mesa project which provided Design, Topographic Survey, and Geotechnical services spanning roughly 1,000 LF along Bay Street and Ford Road. Plans included plan and profile, cross sections, and special details. A cost analysis was conducted to provide cost-to-lifespan design alternatives, including Asphalt Rubber Aggregate Membrane (ARAM), Asphalt Rubber Hot Mix (ARHM), Cold-In-Place Recycling (CIR), and full depth reclamation and sub-grade treatments. Full depth PCC reconstruction with rebar reinforcement was determined to be the most cost effective solution. Due to the extreme degradation of the alley, our team was required to assess grades and drainage patterns of the alley to ensure all drainage would be adequately directed through the project site. This included analysis and design of the adjoining AC pavement on private property to ensure proper drainage from adjacent properties to the alley. The design team also coordinated with SCE to have conflicting utilities relocated prior to the project going to bid.





Justin Smeets, PE, PLS, QSD | Project Manager & Primary Contact

Justin has 14 years of experience in civil engineering design, municipal engineering and facilities design, construction management, and construction administration. Using AutoCAD Civil 3D, Justin handles managing and developing engineering plans and specifications, mapping, executing land development and grading design projects, conducting earthwork calculations, and incorporating typical designs. He is proficient in federally funded projects and familiar with the Caltrans Local Assistance Procedures Manual. Justin has successfully taken multiple projects from the initial federal funding application, to the Preliminary Environmental Study, to E-76 approval, and all the way through construction of audited federally funded construction projects. He has experience managing construction projects and handles planning and running kickoff meetings with the contractor, reviewing project submittals, RFIs, CCOs, checking contractor invoices against field quantities, and coordinating daily construction details with the contractor and inspector. He has completed multiple SWPPPs and erosion and sediment control plans per the latest Construction General Permit. Justin is continuously increasing his skills in modern design software, and his knowledge of industry design standards.

EXPERIENCE

PAVEMENT REHABILITATION PROJECT

The City of **LA MIRADA**

Justin was the Lead Project Manager for the City of La Mirada for the city's first residential rehabilitation project using local Measure I funds. Measure I is a local funding measure for La Mirada's infrastructure maintenance. The project area was exclusively residential, with parks, schools, pedestrian walkways, and equestrian trails. The project encompassed localized street reconstructions, street resurfacing, slurry seal, storm drain lining of the existing corrugated metal storm drain, concrete repairs of curb, gutter, and sidewalks with ADA access ramps, adjustment of manholes and valve cans, and new striping and traffic loop detector replacement. In addition, the existing slotted cross-gutters required replacement to current roadway standards. Field investigations and topographic surveys were completed to provide a cost-effective design solution that maximized construction dollars using thin-lift AC overlay, spot roadway reconstruction prior to overlay and slurry seal, and limited roadway reconstruction. All the existing corrugated metal storm drains within the project area were videotaped, which confirmed that the metal pipe contained debris and the flow line was rusted and needed repairing. Furthermore, the project required meeting with City staff to determine that in-situ form in-place lining was the most cost-effective method to rehabilitate the storm drain pipes.

RESIDENTIAL & ARTERIAL REHABILITATION

The City of **DIAMOND BAR**

Justin provided Project Management services to the City of Diamond Bar on the Residential Area 1B & Arterial Zone 7 Rehabilitation Project. The Area 1B and Zone 7 project consisted of 8.9 miles of residential streets, 1.3 miles of collector streets, and 2.5 miles of arterial roadways. For the annual project, OE was tasked with providing a design for rehabilitating the streets in a manner that met the City's tight budget. Each street was individually inspected to determine the most cost-effective remedy. The scope of work entailed 29,000 SY

of chip seal, Type II slurry seal, 5,235 tons of AC overlay, 210,000 SF of cold milling the existing pavement to a variable-depth of 6 inches from the edge of the gutter, removal and replacement of 2,249 tons of AC pavement, adjusting 127 manhole frames and covers and 147 water & gas valve covers, and installing 6 traffic loop detectors. Furthermore, an elementary school was within the project limits, which made construction scheduling and phasing for both the pavement and striping operations essential to provide safety and accessibility during the beginning and end of the school day.

GREENSTONE AVENUE ASPHALT & PAVEMENT RECONSTRUCTION

The City of **SANTA FE SPRINGS**

Justin was the Project Manager for the city of Santa Fe Springs for pavement reconstruction project. The project limits were Lakeland Avenue to Sunshine Ave and Sunshine Avenue from Greenstone to Shoemaker Avenue. The surrounding business included heavy commercial and industrial with mostly large truck traffic. The existing roadway was severely distressed asphalt that had a alligator cracking throughout the roadway. OE worked with the city and came up with an alternative approach to give this roadway extended life. The method of reconstruction used was Roller Compacted Concrete (RCC). It uses a machine similar to an asphalt paving machine in order to place a low slump concrete that is then compacted with a roller. This method drastically reduced the cure time of traditional concrete down to hours instead of days, limiting negative impact to surrounding businesses. This method lowers the downtime for residents and businesses, and because it uses paving machines, it can be completed quickly and at a much lower cost per square foot. The scope of work included 317,500 square feet of pavement reconstruction, 1,270 lineal feet of curb reconstruction, 2,700 square feet of sidewalk reconstruction, 1,510 square feet of cross gutter reconstruction, 6,800 square feet of driveway reconstruction and 26 manhole adjustments along with various other items of work.





Jonathan Wu, PE, PMP, QSD | Construction Manager

Jonathan is a registered Civil Engineer with over 27 years of experience in public works. He is certified by the Project Management Institute as a Project Management Professional (PMP) and is a Qualified SWPPP Developer. Jonathan has a BS and MS in Civil Engineering from the University of Southern California (USC). Jonathan has experience working for Caltrans as a Construction Manager and Resident Engineer. He also provided construction management to the Cities of Anaheim, Rancho Cucamonga, Diamond Bar, and Placentia, where he was involved in delivering multi-million-dollar CIP projects. Jonathan has also performed as interim City Engineer/Principal for the City of El Monte and City of Baldwin Park. Throughout his vast experience, Jonathan was responsible for supervising and managing the on-site construction work in accordance to the contract documents, plans, specifications, and code requirements. He was also responsible for reviewing the daily, weekly, and critical path work schedule for potential delays or conflicts and communicating any potential issues to the contractor. Jonathan also has experience with multi-agency coordination, and working with Caltrans, the County, and utility companies – to name a few.

EXPERIENCE

7-YEAR ANNUAL RESIDENTIAL REHABILITATION

The City of **DIAMOND BAR**

Jonathan was a Construction Manager to the City of Diamond Bar for the 7-Year Annual Residential Rehabilitation Project. Years 2010 and 2011 were awarded as separate contracts. The City awarded OE an additional 3-year contract for 2012–2014. In 2015, the City of Diamond Bar awarded OE yet another annual rehabilitation project. The project sizes and costs were: 2010: 11.8 miles of arterial & residential streets (\$908 K), 2011: 19 miles of arterial & residential streets (\$1.8 M), 2012: 10 miles of arterial & residential streets (\$1.1 M), 2013: 13 miles of arterial & residential streets (\$1.3 M), 2014: 14.5 miles of residential, arterial & collector streets (\$1.8 M), 2015: 14 miles of residential, arterial & collector streets (\$1.75 M) and 2016/2017: 16.6 miles of residential and collector streets (\$1.58 million). The general scope of work for each year's project included localized R&R patching, grind and overlay, cape and slurry seal, traffic loops, traffic striping, and required heavy traffic phasing and traffic control review. OE assisted the City through the project bidding phase, developing text and stipulations for the bid package to ensure contractor availability during the desired working months. Due to the proximity to freeways, OE also coordinated with Caltrans to obtain encroachment permits for the City for four of the projects, which was essential.

CONSTRUCTION MANAGER - CIP PROGRAM

The City of **PLACENTIA**

Jonathan was the Construction Manager for the City of Placentia in charge of the City's Capital Improvement Project (C.I.P.) program for an annual budget of \$5.5 million with additional funding from Caltrans and OCTA for specific projects. He was responsible for scheduling, budgeting, Right-of-Way negotiations, easement dedications, construction management and project management in conforming to the requirements of federal and Caltrans funding and local assistance guidelines. He chaired utility coordination meetings with

local utilities and the City for several grade separation projects on a quarterly and ad hoc basis. In addition, he negotiated with residents for easement dedication. Jonathan assisted utilities in obtaining easements from residents for relocation of utility lines and was responsible for the planning and execution of full project life cycle tasks such as plan review, utility detection, and construction. Major projects included street widening, railroad grade separations, and undergrounding of utilities.

STREET/SLURRY SEAL REHABILITATION-PHASE I-III

The City of **LAGUNA BEACH**

Jonathan was the Construction Manager for the City of Laguna Beach on Phases I, II, and III of this project. The project limits for Phase I (2017) were split into three areas: Area A (Skyline) included 934,523 sf, Area B (Lower Bluebird Canyon) included 158,057 sf, and Area C (Summit Drive) included 185,961 sf. The project limits for Phase II (2018) covered three different regions: Area A: Canyon Acres Drive/Arroyo Drive/Woodland Drive/Laguna Canyon Frontage Road, Area B: Residential streets in downtown (Loma Terrace, Y Place), and Area C: streets between Thalia Street and Cress Street. The project limits for Phase III (2019) included two areas, Area A: Coast Royal, and Area B: South Laguna Village. These areas are in South Laguna Beach, from the neighborhoods between West Street and 10th Avenue/Sunset Avenue. The work included variable grind and overlay in some areas, and Type I Slurry Seal in other areas. There was 2,562 square feet of French Drain that was installed in Area A. A 4-inch drain line was connected to a catch basin in Area A as well. The specifications also called for new traffic signal poles at the Skyline Drive, Crestview Drive, and Fern Street Intersections. Lastly, the project encompassed parkway and curb and gutter improvements, signage and striping. Due to the residential element involved, OE provided Web Maps and a Project Hotline for affected residents, keeping them updated and informed through out the life of the project.





Andy Bui, PE | Project Engineer

Andy has developed 21 years of experience in Civil Engineering design, development, preparation and coordination for roadway and sewer, water, rough and precise grading and storm drain improvement plans, hydrology studies, and storm water data reports. He has a working knowledge in serving the Public Works sector in traffic and transportation Capital Improvement Projects (CIP), and the private sector working on civil-site and mixed-use development projects. His experience further extends to public and private roadway, highway and freeway interchange infrastructure design, transportation and traffic operations management engineering, and in meeting compliance with Caltrans, Private and Local Agencies Standards and Specifications (LAPM). He has performed engineering construction support services for CIP project design, worked in traffic modifications, and executed utility coordination design with CPUC. He is also well versed in the planning and processing of Plans, Specifications and Estimates (PS&E) along with design and-build construction plans delivery, and he is proficient with the design standards and requirements for Local Public Works, Caltrans, Metro, and State Agencies. Andy also holds an expansive skill set in Civil Engineering Software Design Infrastructure, Architecture and Structure plans, AutoCAD and Civil 3D software.

EXPERIENCE

DEL AMO BOULEVARD PROJECT

The City of **CERRITOS**

Andy worked as a Project Engineer for the Del Amo Boulevard Project in the City of Cerritos. Del Amo Boulevard is a major arterial oriented east/west and is used as a thoroughfare to adjacent cities. The project limits consist of a total of approximately 2,900 linear feet (approximately 0.55 miles) of Del Amo Boulevard between Pioneer Boulevard and Norwalk Boulevard. The project is limited to the north half of the street as the south half is under the City of Lakewood's jurisdiction. The project requirements included rehabilitation of pavement, concrete removal and replacement of damaged curb, gutter and sidewalks, identifying and addressing storm water drainage concerns, retrofitting or reconstructing curb access ramps and driveways with the latest ADA standards, and updating signing, striping and traffic loops. Overgrown trees are present throughout the project limits and were significantly impacting roadway, sidewalk, and gutter conditions. Close collaboration with the selected landscape architect was necessary to ensure all issues regarding tree root infiltration are addressed to accommodate both the civil and landscape designs and to ensure that the City receives a cohesive package of civil, landscape, and irrigation plans. The plans also included Low Impact Development (LID) Improvements to divert urban runoff from the storm drain system.

FY17-18 STREET REHABILITATION - SBI FUNDING

The City of **ALHAMBRA**

Andy provided Project Engineering services for the City of Alhambra. The project entailed the rehabilitation of a total of approximately 21,972 feet (4.2 miles) of asphalt concrete (AC) streets located within the City limits and a small portion of street located within the City of South Pasadena. The project is financed using SBI funds with an estimated construction budget of \$954,000. Initially, the City was considering reconstruction, but

the cost to rehabilitate the proposed street segments is \$2,227,066 based on the reported PCIs and preferred reconstruction methods. To remain within the allotted budget of \$954,000, OE prepared a cost-benefit analysis to maximize the budget while utilizing multiple rehabilitation methods.

CITYWIDE STREET REHABILITATION PROJECT

The City of **SAN BERNARDINO**

For the City of San Bernardino, Andy provided full Project Engineering services, with project requirements that included pavement rehabilitation, concrete removal, replacement of damaged curb, gutter and sidewalks, retrofitting or reconstructing curb access ramps with latest ADA standards, and updating signing and striping. The project limits consist of a total of approximately 20,300 linear feet (3.85 miles) of roadway on residential streets.

RESIDENTIAL STREET IMPROVEMENTS - C O #7150

The City of **HESPERIA**

Andy performed Project Engineering services to the City of Camarillo on the Pleasant Valley Road and Bridge Improvements CIP Project. Andy's assigned duties involved primary staging designs and the preparation of the final design plans. Andy also performed the constructability review and provided engineering construction support services for the roadway, highway, interchange and Public Works utilities, and utilized AutoCAD toward project related tasks for the CSULA/ Metrolink commuter rail station.

125 ADA ACCESS RAMP UNIQUE DESIGNS

The City of **RANCHO CUCAMONGA**

Andy provided Project Engineering services to the City of Rancho Cucamonga. This project included approximately 125 ADA ramps which required custom designs for each ramp. 43 additional ramps were added by the City. The work on these ramps were completed on an expedited schedule and with short turnaround times.





Ryan Dennis, PE | Project Engineer

As a Project Engineer for OE, Ryan leads the design team by performing and coordinating detailed designs on public works projects. Ryan has over 12 years of experience. He received his degree in Civil and Environmental Engineering from the University of Calgary and is a Registered Civil Engineer in Alberta, Canada. He possesses an ability to produce drawings, layouts, sketches, maps, and graphic representations of engineering designs. He also has extensive knowledge of AutoCAD Civil 3D. Ryan provides support during the engineering and design effort.

EXPERIENCE

WALNUT STREET/SEWER MAIN IMPROVEMENTS

The City of **WHITTIER**

Ryan performed as Project Engineer for the City of Whittier. The proposed project limits included 3,000 feet of Walnut Street, from Pickering Avenue to Painter Avenue, which consisted of commercial buildings as well as single-family and multi-family residential developments. OE removed an existing 6-inch cast iron water main and a 6-inch VCP sewer main and replaced them with 12-inch and 10-inch mains, respectively. All laterals and intersecting mains were to be reconnected and sewer manholes reconstructed. The existing PCC roadway was to be replaced from curb to curb following the replacement of the water and sewer mains. Areas of sidewalks in disrepair were to be repaired, and ramps were to be retrofitted or reconstructed as needed to meet ADA requirements.

RESIDENTIAL STREET REHABILITATION

The City of **LA HABRA**

Ryan was a Project Engineer for the City of La Habra. The project spanned an 8-centerline-mile area. The scope of work included field surveying the existing roadway surfaces, curb & gutter, and gathering locations for all surface utilities to be adjusted or protected, as well as determining the pavement treatments on each stretch of roadway. The project involved reconstructing 1,440 LF of curb and gutter, 10 curb ramps, 7,645 SF of 6-inch pavement reconstruction, 900 tons of asphalt reconstruction, and 1,100 tons of slurry seal. In addition to the roadway resurfacing, the project also involved replacing 1,200 LF of water main along with valve and service replacements at various locations.

RESIDENTIAL STREETS REHABILITATION

The City of **WEST COVINA**

Ryan was the Project Engineer for the City of West Covina on the Residential Streets Rehabilitation Project. The project requirements included rehabilitation of pavement, concrete removal and replacement of damaged curb, gutter and sidewalks, identifying and addressing storm water drainage concerns, retrofitting or reconstructing curb access ramps with latest ADA standards, and updating signing and striping. The project limits consist of a total of approximately 14,700 linear feet (approximately 2.78 miles) of roadway on the streets.

FY17-18 STREET REHABILITATION - SBI FUNDING

The City of **ALHAMBRA**

Ryan provided the City of Alhambra with Project Engineering services. The project entails the rehabilitation of a total of approximately 21,972 feet (4.2 miles) of asphalt concrete (AC) streets located within the City limits and a small portion of street located within the City of South Pasadena. The project is financed using SBI funds with an estimated construction budget of \$954,000. Initially, the City was considering reconstruction, but the cost to rehabilitate the proposed street segments is \$2,227,066 based on the reported PCIs and preferred reconstruction methods. To remain within the allotted budget of \$954,000, OE prepared a cost-benefit analysis to maximize the budget while utilizing multiple rehabilitation methods.

CURB RAMP DESIGN AT 37 LOCATIONS

The City of **MANHATTAN BEACH**

Ryan provided Project Engineering services to the City of Manhattan Beach. The project limits covered 19 intersections and 37 curb ramps which required custom design and careful analysis of each location. Where ADA compliance could not be achieved, a justification and photo of that location was provided.

DEL AMO BLVD. PAVEMENT REHABILITATION

The City of **CERRITOS**

Ryan was the Project Engineer for the Del Amo Boulevard Project. The arterial is oriented east/west as a thoroughfare to adjacent cities. The project limits consist of a total of 2,900 linear feet (approximately 0.55 miles) of Del Amo Boulevard between Pioneer Boulevard and Norwalk Boulevard. The south half is under the City of Lakewood's jurisdiction. Requirements included rehabilitation of pavement, concrete removal and replacement of damaged curb, gutter and sidewalks, identifying and addressing storm water drainage concerns, retrofitting curb access ramps with the latest ADA standards, and updating signing, striping and traffic loops. Collaboration with the landscape architect was necessary to ensure all tree root infiltration were addressed to accommodate both the civil and landscape designs and to ensure that the City receives a cohesive package of civil, landscape, and irrigation plans. The plans also included (LID) Improvements to divert urban run-off from the storm drain system.





Dayton Lowe | Project Engineer

As an 18-year experienced Project Engineer for OE, Dayton performs and coordinates detailed designs on arterial roadways, utility coordination for major relocations on high profile projects and assistance in coordination efforts on multiple projects. He possesses an ability to produce drawings, layouts, sketches, maps, and graphic representations of engineering designs. He also has extensive knowledge of AutoCAD, Autodesk Civil 3D, Eagle Pointe Civil package and others. Dayton provides support during the overall engineering and design effort, including the preparation of design drawings and calculations. He is experienced in developing residential, commercial, and industrial conceptual site plans from the preliminary phase to final construction documents; knowledgeable in the design of gravity sanitary sewer systems; skilled in the design of sanitary sewer pump stations and force main systems; accomplished in the design of water mains for residential, commercial and industrial projects; practiced in the design of drainage systems; talented in preparing drainage calculations for effective and efficient drainage systems; and familiar in the design of grading plans for storm water drainage and ADA compliance. Dayton is also extremely proficient in preparing and submitting packages to governmental agencies to obtain required permits for construction and in the design of roadway layouts including intersections, roundabouts, turn-lanes and travel lanes.

EXPERIENCE

RESIDENTIAL STREETS REHABILITATION

The City of **WEST COVINA**

Dayton was the Project Engineer for the City of West Covina on the Residential Streets Rehabilitation Project. The project requirements included rehabilitation of pavement, concrete removal and replacement of damaged curb, gutter and sidewalks, identifying and addressing storm water drainage concerns, retrofitting or reconstructing curb access ramps with latest ADA standards, and updating signing and striping. The project limits consist of a total of approximately 14,700 linear feet (approximately 2.78 miles) of roadway on the streets.

GREENSTONE AVE. ASPHALT AND PAVEMENT RECONSTRUCTION

The City of **SANTA FE SPRINGS**

Dayton was the Project Engineer for the City of Santa Fe Springs for pavement reconstruction project. The project limits were Lakeland Avenue to Sunshine Ave and Sunshine Avenue from Greenstone to Shoemaker Avenue. The surrounding business included heavy commercial and industrial with mostly large truck traffic. The existing roadway was severely distressed asphalt that had alligator cracking throughout the roadway. OE worked with the City and came up with an alternative approach to give this roadway extended life. The method of reconstruction used was Roller Compacted Concrete (RCC). It uses a machine similar to an asphalt paving machine in order to place a low slump concrete that is then compacted with a roller. This method drastically reduced the cure time of traditional concrete down to hours instead of days, limiting negative impact to surrounding businesses. This method lowers the downtime for residents and businesses, and because it uses paving machines, it can be completed quickly

and at a much lower cost per square foot. The scope of work included 317,500 square feet of pavement reconstruction, 1,270 linear feet of curb reconstruction, 2,700 square feet of sidewalk reconstruction, 1,510 square feet of cross gutter reconstruction, 6,800 square feet of driveway reconstruction and 26 manhole adjustments along with various other items of work.

7-YEAR ANNUAL RESIDENTIAL REHABILITATION

The City of **DIAMOND BAR**

Dayton was the Project Engineer to the City of Diamond Bar for the 7-Year Annual Residential Rehabilitation Project. Years 2010 and 2011 were awarded as separate contracts. The City awarded OE an additional 3-year contract for 2012–2014. In 2015, the City of Diamond Bar awarded OE yet another annual rehabilitation project. The project sizes and costs were: 2010: 11.8 miles of arterial & residential streets (\$908 K), 2011: 19 miles of arterial & residential streets (\$1.8 M), 2012: 10 miles of arterial & residential streets (\$1.1 M), 2013: 13 miles of arterial & residential streets (\$1.3 M), 2014: 14.5 miles of residential, arterial & collector streets (\$1.8 M), 2015: 14 miles of residential, arterial & collector streets (\$1.75 M) and 2016/2017: 16.6 miles of residential and collector streets (\$1.58 million). The general scope of work for each year's project included localized R&R patching, grind and overlay, cape and slurry seal, traffic loops, traffic striping, and required heavy traffic phasing and traffic control review. OE assisted the City through the project bidding phase, developing text and stipulations for the bid package to ensure contractor availability during the desired working months. Due to the proximity to freeways, OE also coordinated with Caltrans to obtain encroachment permits for the City for four of the projects, which was essential.





Michael Nguyen | Construction Inspector

Michael is a Construction Inspector with 31 years of experience in public works inspection. Michael worked for 16 years as a Construction Inspector to a Supervising Construction Inspector for the County of Orange, the highest attainable position in the County's inspection series (Principal Construction Inspector was converted to Administration Manager I recently). His typical duties include providing daily construction reports, documenting labor and equipment on-site each day and hours worked; measuring, calculating, and recording all construction quantities, ensuring safety for construction site and NPDES compliance for State/Regional Water Quality Control Boards, and taking work in progress and site photos. While at the County of Orange, he was known as the Slurry King due to his ability to document and track quantities in a precise way.

EXPERIENCE

STREET/SLURRY SEAL REHABILITATION-PHASE III

The City of **LAGUNA BEACH**

Michael provided full Construction Inspection services for the City of Laguna Beach on Phase III of this project. The project limits for Phase III (2019) includes two areas: Area A-Coast Royal, and Area B-South Laguna Village. These areas are in South Laguna Beach, from the neighborhoods between West Street and 10th Avenue/Sunset Avenue. The work included variable grind and overlay in some areas, and Type I Slurry Seal in other areas. The specifications also called for new traffic signal poles. Lastly, the project encompassed parkway and curb and gutter improvements, and signage and striping. Due to the residential element involved, OE provided an up-to-date informative Web Page, interactive Web Maps and a Project Hotline for affected residents, keeping them updated and informed through-out the life of the project.

NEIGHBORHOOD RESIDENTIAL STREETS IMPROVEMENT PROJECT - PHASE II

The City of **ANAHEIM**

Michael provided Construction Inspection services for the City of Anaheim encompassed street rehabilitation on a number of residential neighborhoods. The goal of this project was to restore surface integrity, improve the ride quality and safety of the residential streets, as well as mitigate any potential trip and fall hazards. These large-scale residential neighborhood rehabilitation projects involved parkway improvements by resurfacing the pavement, removal and replacement of ADA access ramps, sidewalk, curb, gutter, concrete aprons and cross gutters, and driveway approaches. The project limits for phase II were split into three neighborhood areas: (1) The Kings Court Neighborhood is bound by Ball Road to the north, Euclid Street to the east, Katella Avenue to the south, and Brookhurst Street to the west. The scope included 1.1 million sf of grind and cap and 1.1 million sf of slurry seal; (2) The Velare Neighborhood is bound by Orange Avenue to the north, Gilbert Street to the east, Ball Road to the south, and Magnolia Avenue to the west. The scope included 260,677 sf of grind and cap and 327,499 sf of slurry seal; (3) The Sabina Neighborhood is bound by La Palma Avenue to the north, Harbor

Boulevard to the east, Sycamore to the south, and the Anaheim Boulevard to the west. The scope included 152,605 sf of grind and cap, 185,494 sf of slurry seal. Coordinating with residents was essential on this project.

7-YEAR ANNUAL RESIDENTIAL REHABILITATION

The City of **DIAMOND BAR**

Michael provided Inspection services to the City of Diamond Bar. Years 2010 and 2011 were awarded as separate contracts, with an additional 3-year contract for 2012–2014. In 2015, the City of Diamond Bar awarded us yet another annual rehabilitation project. The project sizes and costs were: 2010: 11.8 miles of arterial & residential streets (\$908 K), 2011: 19 miles of arterial & residential streets (\$1.8 M), 2012: 10 miles of arterial & residential streets (\$1.1 M), 2013: 13 miles of arterial & residential streets (\$1.3 M), 2014: 14.5 miles of residential, arterial & collector streets (\$1.8 M), 2015: 14 miles of residential, arterial & collector streets (\$1.75 M) and 2016/2017: 16.6 miles of residential and collector streets (\$1.58 million). The general scope of work for each year's project included localized R&R patching, grind and overlay, cape and slurry seal, traffic loops, traffic striping, and required heavy traffic phasing and traffic control review. OE assisted the City through the project bidding phase, developing text and stipulations for the bid package to ensure contractor availability during the desired working months. Due to freeway proximity, coordination with Caltrans to obtain encroachment permits for the City on four of these projects was essential.

2017 SLURRY SEAL PROGRAM (I-139 / I-159)

The City of **TORRANCE**

Michael served as Construction Inspector on this \$2.5 million dollar project which covered three residential neighborhoods, as well as Camino de la Costa from Calle Miramar to the City limit; Madison Street and Hawthorne Boulevard service road between 240th Street and Skypark Drive; 240th Street from Hawthorne Boulevard to Madison Street; and arterial and collector streets on Anza Avenue, from Calle Mayor to Sepulveda Boulevard, Ocean Avenue from the Pacific Coast Highway to Torrance Boulevard, along with Madrona Avenue south of the Prairie Avenue Bridge to Sepulveda Boulevard. Four City parking lots were also slurry sealed.





DESIGN ENGINEERING QUALITY ASSURANCE & QUALITY CONTROL

QUALITY ASSURANCE

Achieving design quality is the foundation for keeping costs under control during construction. Nothing is more important than design quality. It must be stressed during all stages of project delivery, including concept development, preliminary design, detailed design, and bid and award.

Effective Construction Management (CM) begins during design because the costs of CM, including change orders and claims, are largely determined by design quality. Emphasizing design quality and design clarity is the surest way to minimize the amount of change orders and construction costs.

There is no better or more effective way to control total project costs and return on investment than producing well-documented, well designed plans and specifications (PS&E). Quality assurance is a proactive measure taken to ensure the systems and procedures are in conformance with the City's requirements and expectations. Plans and specifications must be of high quality, which means they must be clear and understandable, complete, accurate, consistent, and constructible.

THREE - TIERED REVIEW

Allows for Error Mitigation on Three Seperate Levels of Detail



**GROUND
LEVEL**

Drafting & Calculations
Document Formatting



**PROJECT MANAGEMENT
LEVEL**

Design Intent Compliance
Project Intent Compliance



**QUALITY ASSURANCE
LEVEL**

Document Completion
Ensure "Biddable" Plans

QUALITY CONTROL

Plan checks ensure that the plans meet the 5 C's: consistent, clear, correct, constructible, and complete. Our Project Engineers and Project Managers recognize that quality is the result of several processes. It requires many individuals performing many appropriate activities at the right time during the plan development process. Quality Control does not solely consist of a review after a product is complete. It is an approach and a realization that quality is something that occurs throughout the design process. Quality Control means performing all activities in conformance with valid requirements, no matter how large or small their overall contribution would be to the design process. Good CAD techniques, attention to detail, and ensuring plans are correct and useful to the contractor are also essential to quality.

OE's design team follows the Firm's established design policies, procedures, standards and guidelines in the preparation and review of all design products for compliance and good engineering practice, as directed by the Project Quality Control Plan.

SUBMITTED DOCUMENTS:

Three Levels of Review Prior to Each Submittal



**INITIAL PEER
REVIEW**



**PROJECT MANAGER
REVIEW**



**QUALITY ASSURANCE
& QUALITY CONTROL
REVIEW**





SECTION 7 REFERENCES

FY17-18 STREET REHABILITATION PROJECT - SBI FUNDING

OE provided the City of Alhambra with Design Engineering services. The project entailed the rehabilitation of a total of approximately 21,972 feet (4.2 miles) of asphalt concrete (AC) streets located within the City limits and a small portion of street located within the City of South Pasadena. The project is financed using SBI funds with an estimated construction budget of \$954,000. Initially, the City was considering reconstruction, but the cost to rehabilitate the proposed street segments is \$2,227,066 based on the reported PCIs and preferred reconstruction methods. To remain within the allotted budget of \$954,000, OE prepared a cost-benefit analysis to maximize the budget while utilizing multiple rehabilitation methods.



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7 YEAR ANNUAL RESIDENTIAL ROADWAY REHABILITATION

OE provided Design Engineering, Construction Management and Inspection services to the City of Diamond Bar for an annual period of 7 years. Years 2010 and 2011 were awarded as separate contracts, with an additional 3-year contract for 2012–2014. In 2015, the City of Diamond Bar awarded us yet another annual rehabilitation project. The project sizes and costs were: 2010: 11.8 miles of arterial & residential streets (\$908 K), 2011: 19 miles of arterial & residential streets (\$1.8 M), 2012: 10 miles of arterial & residential streets (\$1.1 M), 2013: 13 miles of arterial & residential streets (\$1.3 M), 2014: 14.5 miles of residential, arterial & collector streets (\$1.8 M), 2015: 14 miles of residential, arterial & collector streets (\$1.75 M) and 2016/2017: 16.6 miles of residential and collector streets (\$1.58 million). The general scope of work for each year's project included localized R&R patching, grind and overlay, cape and slurry seal, traffic loops, traffic striping, and required heavy traffic phasing and traffic control review. OE assisted the City through the project bidding phase, developing text and stipulations for the bid package to ensure contractor availability during the desired working months. Due to freeway proximity, coordination with Caltrans to obtain encroachment permits for the City on four of these projects was essential.



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STREET & SLURRY SEAL REHABILITATION - PHASES I, II, & III

OE provided full Construction Management and Inspection Services for the City of Laguna Beach on Phases I, II, and III of this project. The project limits for Phase I (2017) were split into three areas: Area A (Skyline) included 934,523 sf, Area B (Lower Bluebird Canyon) included 158,057 sf, and Area C (Summit Drive) included 185,961 sf. The project limits for Phase II (2018) covered three different regions: Area A: Canyon Acres Drive/Arroyo Drive/Woodland Drive/Laguna Canyon Frontage Road, Area B: Residential streets in downtown (Loma Terrace, Y Place), and Area C: streets between Thalia Street and Cress Street. The project limits for Phase III (2019) included two areas, Area A: Coast Royal, and Area B: South Laguna Village. These areas are in South Laguna Beach, from the neighborhoods between West Street and 10th Avenue/Sunset Avenue. The work included variable grind and overlay in some areas, and Type I Slurry Seal in other areas. There was 2,562 square feet of French Drain that was installed in Area A. A 4-inch drain line was connected to a catch basin in Area A as well. The specifications also called for new traffic signal poles at the Skyline Drive, Crestview Drive, and Fern Street Intersections. Lastly, the project encompassed parkway and curb and gutter improvements, signage and striping. Due to the residential element involved, OE provided Web Maps and a Project Hotline for affected residents, keeping them updated and informed through out the life of the project.



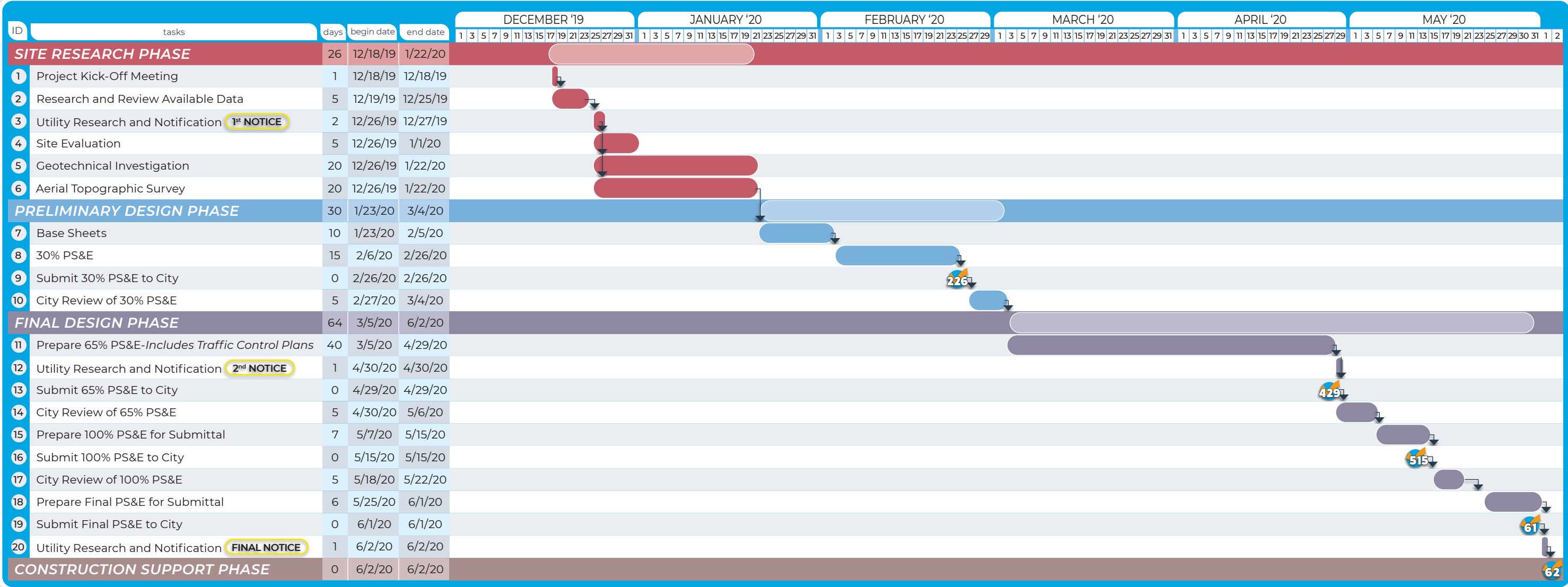
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SECTION 8
SCHEDULE & SCHEDULE CONTROL



SCHEDULE CONTROL

OE values the time of our clients and team members, and we invest in scheduling tools to keep projects on track and to maintain transparency, such as training our in-house staff in Microsoft Project and P6 as tools for preparing a detailed schedule (CPM) which corresponds to our Resource Allocation Chart and fee proposal. CPM Scheduling is important, because it allows us to digitally input, analyze, modify, and share project scheduling. When preparing the schedules, we consider resources, tasks, relationships and durations,



making use of this information to maximize efficiency. Once we are selected to perform the work, our team updates the schedule with the Notice to Proceed date. This is then imported into our proprietary solution “Onward Collab” of which the City will then be given full access. From there, OE can document and assign tasks and subtasks seamlessly, resulting in all project details and progress being made available at all times to be tracked by the City and by our QA/QC team in real-time. Our Project Managers are then enabled to assess the workload of every team member at any given time, so

that adjustments can be made to the project, ie. if additional resources are needed to meet a milestone, and the City would have immediate access to all change details. This system also allows for back and forth dialogue regarding a specific task or subtask. The full conversation of that item is centralized and can be reviewed at any point. Another view is the Board View. This shows buckets of tasks, with each bucket representing a team member. Tasks are moved easily using a drag and drop method. This gives the City clarity as to who is doing what and how much work is on their plate.

