

**ITEM NO. 5**



# CITY OF HUNTINGTON PARK

Public Works Department  
City Council Agenda Report



November 17, 2020

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

Dear Mayor and Members of the City Council:

## **CONSIDERATION AND APPROVAL OF AWARD OF CONTRACT FOR THE DESIGN AND CONSTRUCTION MANAGEMENT OF CIP 2020-01 SB1 STREET ENHANCEMENT PROJECT FY 2020-21**

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

1. Award the design and construction management of CIP 2020-01 SB1 Street Enhancement Project FY 2020-21 to Infrastructure Engineers for a not-to-exceed fee of \$449,986;
2. Appropriate \$449,986 from Account No. 221-8010-431.76-12 from SB1 funds (Gas Tax Fund); and
3. Authorize the City Manager to execute the professional services agreement.

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

At the regularly scheduled City Council meeting of April 21, 2020, the list of streets eligible for resurfacing under Senate Bill 1 (SB1), the Road Repair and Accountability Act of 2017, were presented to the City Council for approval. At the September 1, 2020 City Council meeting, the City Council authorized staff to solicit proposals for the design of CIP 2020-01 SB1 Street Enhancement Project FY 2020-21 (Project). SB1 eligible projects are part of an annual program to treat pavement on various residential streets throughout the City. The street segments were selected and prioritized utilizing the City's Pavement Management System. 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 following streets were chosen to be resurfaced:

| Street Name | Beginning Location | Ending Location |
|-------------|--------------------|-----------------|
|-------------|--------------------|-----------------|

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|                 |                                  |                  |
|-----------------|----------------------------------|------------------|
| Miles Avenue    | 150' N/O 57 <sup>th</sup> Street | Florence Avenue  |
| Santa Fe Avenue | 58 <sup>th</sup> Street          | Florence Avenue  |
| Malabar Street  | Zoe Avenue                       | Gage Avenue      |
| Gentry Street   | Gage Avenue                      | Clarendon Avenue |
| Otis Street     | Santa Ana Street                 | Salt Lake Avenue |
| Marbrisa Avenue | Florence Avenue                  | Mortimer Avenue  |
| Cedar Street    | Florence Avenue                  | Saturn Avenue    |
| Regent Street   | 760' N/O Gage Avenue             | Zoe Avenue       |

On September 4, 2020, 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 City solicited proposals from qualified firms with a deadline of October 1, 2020. In total, our City received five proposals, however two firms had to be disqualified because they did not fulfill the requirements of the RFP. Specifically, the RFP requested a cost for Design and Construction Management. The two aforementioned firms were disqualified because they only provided a proposal Design cost and did not include Construction Management.

Below are the three proposals from the qualified firms in lowest to highest cost:

| Engineering Firm         | Design Subtotal | Construction Management Subtotal | Total Cost |
|--------------------------|-----------------|----------------------------------|------------|
| Infrastructure Engineers | \$288,722       | \$161,264                        | \$449,986  |
| JMD                      | \$312,882       | \$325,000                        | \$637,882  |
| NCE                      | \$478,500       | \$297,300                        | \$775,800  |

City staff has relayed that engineering support from an outside consultant is necessary to accomplish the design plans, specifications and engineer's estimate (PS&E) and the construction management & inspection services of the Project. Based on the need to commence the design, it is staff's recommendation to award the professional services agreement for design & construction management & inspection services to Infrastructure Engineers.

**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.

As previously mentioned, there were two firms that were disqualified due to their failure to comply with the requirements of the RFP. The firms are West & Associates and Onward

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Engineering whom failed to provide a cost for Construction Management Support Services, which was Task 6 in the Request for Proposal. Therefore, staff disqualified the two firms. Additionally, Infrastructure Engineers' design portion of the proposal was highly compatible (lower cost) with the two above-mentioned consulting firms. Based on demonstrating competence and qualifications for this type of services, City staff recommends awarding Infrastructure Engineers the professional services agreement (PSA).

**FISCAL IMPACT/FINANCING**

Infrastructure Engineers has submitted a proposal and a fee schedule for \$449,986 in accordance with the requirements stipulated in the RFP. Staff recommends the award of the PSA to Infrastructure Engineers for a not-to-exceed fee of \$449,986 and the appropriation of \$449,986 from Account No. 221-8010-431.76-12 from the Gas Tax Fund unappropriated fund balance.

**CONCLUSION**

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

Respectfully submitted,



RICARDO REYES  
City Manager



CESAR ROLDAN  
Director of Public Works

**ATTACHMENT(S)**

- A. Infrastructure Engineers CIP 2020-01 SB1 Street Enhancement Project PSA
- B. Consultant Proposals



**ATTACHMENT A**





## **PROFESSIONAL SERVICES AGREEMENT**

Design and Construction Management & Inspection Services of CIP 2020-01  
SB1 Street Enhancement Project FY 2020-21

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this **20<sup>th</sup> day of October 2020**, (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and **INFRASTRUCTURE ENGINEERS (IE)** (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.

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### **RECITALS**

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

WHEREAS, on October 20, 2020, the Huntington Park City Council at its Regular Meeting approved the Professional Services Agreement to the CONSULTANT to provide design and construction management & inspection services of CIP 2020-01 SB1 Street Enhancement Project FY 2020-21; 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 October 20, 2020.

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, for a not-to-exceed fee of \$449,986, included in the proposal reflected in **Exhibit "A"**. 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 Farzad Dorrani 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
  - i. 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: Farzad Dorrani, CFO  
Phone: (714) 940-0100

**CITY:**  
City of Huntington Park  
Public Works  
6550 Mile Avenue  
Huntington Park, CA 90255  
Attn: Ricardo Reyes, City Manager  
Phone: (323) 582-6161

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

6.5 **COOPERATION; FURTHER ACTS:** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

6.6 **SUBCONTRACTING:** 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: \_\_\_\_\_

Farzad Dorrani

Chief Operation Officer

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

City Attorney

**EXHIBIT "A"**  
**SCOPE OF WORK**  
**(SEE ATTACHED)**



Proposal for

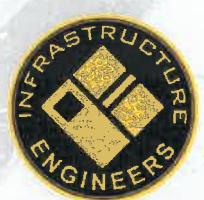
# Professional Design and Construction Management Services for SB1 Street Enhancement Project

(CIP No. 2020-01)

Fiscal Year 2020-21

October 1, 2020

Prepared for  
City of Huntington Park



October 1, 2020

Cesar Roldan  
Director of Public Works  
City of Huntington Park  
6550 Miles Avenue  
Huntington Park, CA 90255

Subject: Proposal for Professional Design and Construction Management Services for SB1 Street Enhancement Project (CIP No. 2020-01) - Fiscal Year 2020-21

Dear Mr. Roldan,

Roadways and streets are a city's most visible infrastructure and probably the one that garners the most complaints from the traveling public. In addition, they wear out relatively quickly and require the most maintenance. Infrastructure Engineers understands this very well and we are ready to assist the City of Huntington Park with maintaining and improving this important capital investment.

We are particularly pleased to provide our proposal to design and oversee the construction of the City of Huntington Park's SB1 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 26 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, are familiar with all phases and aspects of public works projects.

Our Project Manager, Nick Servin, PE, will be our project manager and the point of contact during the proposal evaluation phase. He will also oversee the entire team during the course of the contract. If you have any questions, Nick can be reached by phone at 714.940.0100, ext. 5045, or by email at: [nservin@infengr.com](mailto:nservin@infengr.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.

We look forward to continuing to be of service to the City of Huntington Park.

Sincerely,  
Infrastructure Engineers



Farzad Dorrani, MS  
Chief Operations Officer



Nick Servin, PE  
Project Manager

**REQUEST FOR PROPOSAL FOR DESIGN OF  
SB1 STREET ENHANCEMENT PROJECT FY 20-21  
PROJECT NO.: 2020-01**

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

**Statement of Proposer's Acknowledgment**

**Please sign the acknowledgment below and include it as part of your proposal.**

Infrastructure Engineers  
Company

Farzad Dorrani, MS  
Consultant's Name

  
Signature

September 25, 2020  
Date

Chief Operations Officer  
Title

**Hereby acknowledge receipt of Addendum No. 1 to REQUEST FOR PROPOSAL FOR DESIGN OF SB1 STREET ENHANCEMENT PROJECT FY 20-21 PROJECT NO.: 2020-01 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

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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 cities we serve. 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.

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

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

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

We believe Infrastructure Engineers is the best choice for the City of Huntington Park because we offer a proven track record of delivering street and sewer design and rehabilitation projects that are innovative and that get completed on time and within budget. In fact, Infrastructure Engineers completed the **City of Huntington Park's Various Street Improvement Project, FY 2018/2019**, just last year, which included design, construction management and inspection of the rehabilitation of 11 streets located throughout the City. We have completed many such multiple-streets projects for city clients. Within the past two years alone, we have completed projects under master services agreements with the following cities:

- Baldwin Park - SB 1 FY18/19 (2 streets)
- Baldwin Park - SB 1, Puente Avenue/Garvey Avenue
- Baldwin Park - Various Streets FY 17/18 (16 streets)
- Bell Gardens - SB 1 (3 streets)
- Bell Gardens - SB 1 (12 streets)
- Bell Gardens – Gage Street (3 segments)
- Montebello – Various Streets Improvements, FY 17-18 (5 streets)
- Montebello – Various Streets, FY19/20 (6 streets)
- Hawaiian Gardens – Various Streets (6 streets)
- Hawaiian Gardens – SB 1 Various Streets, FY 19/20 (17 streets)
- Montebello – Paving the Way, Phases 1, 2, & 3



*Street rehabilitation is our bread and butter. We have designed, improved and revitalized literally hundreds of miles of city streets.*

While many of the street rehabilitation projects we work on also include sewer or waterline replacements, we have assisted many client cities with their sewer and water pipeline infrastructure assessments and upgrades. Some of the most recent projects include the following list. Detailed descriptions of the most relevant projects are provided in the References section, beginning on page 24.

- City of Montebello - City Sanitary Sewer System 20% CCTV Project
- City of Brea - Miscellaneous Alley and Sewer Projects
- City of Lynwood – Los Flores Boulevard Street and Median Island Improvements
- City of Manhattan Beach - Sewer and Water Main Replacement Project
- City of Maywood - Sanitary Sewer Master Plan
- City of Montebello - 5-Year Sewer Rehabilitation CIP
- City of El Monte – Construction Management, Inspection Services and Labor Compliance for Johnson-Tyler Sewer Project

## Subconsultants Backgrounds

Infrastructure Engineers will engage the services of two subconsultant firms that are long-time collaborators on many projects similar to the SB1 Street Enhancement project.

### On Point Land Surveying, Inc.

On Point Land Surveying has highly experienced staff that can manage any level of surveying, from small residential lots to multi-million-dollar construction projects. Services include boundary surveys, design surveys, construction staking, GPS surveys, topographic surveys (conventional and aerial), parcel maps, tract maps, and records of survey. On Point ensures staff have proper training and are equipped with the most up-to-date technology including software and equipment. They utilize both static and RTK GPS, combined with the latest software for processing geospatial data. Robotic total stations ensure that survey crew supervisors are not tied to one location and can stay mobile to oversee projects. A licensed professional oversees all aspects of projects.

The following list presents just a few of the many Infrastructure Engineers projects that On Point has worked on:

- City of Baldwin Park - SB1 Fund Street Rehabilitation Project FY2018-19
- City of Huntington Park - Slauson Avenue Congestion Relief Improvement Project
- City of Hawaiian Gardens - Various Residential Street Improvements FY 19-20
- City of Bell Gardens - Garfield & Eastern Intersection Improvements

### PA & Associates, Inc. – Geotechnical Investigations

Infrastructure Engineers has been working the PA & Associates for many years. This collaboration has included dozens of pavement and street rehabilitation and underground infrastructure projects. PA & Associates is a geotechnical engineering, environmental, and material inspection consulting company that has been in operation since 1991. PA & Associates will assist with pavement condition assessment and subsurface soil investigation for the SB1 Street Enhancement project.

The following list presents just a few of the many Infrastructure Engineers projects that PA & Associates has worked on:

- City of Bell Gardens - Garfield & Eastern Intersection Improvements
- City of Montebello - Various Street Improvements FY 19-20
- Huntington Park - Various Street Improvements
- City of Montebello - Concourse Avenue Street Improvement
- City of Montebello - Chapin Road Pavement Investigation Report
- City of Lynwood - Bullis Road Street Improvement Project
- City of Baldwin Park - SB1 Fund Street Rehabilitation Project FY2018-19

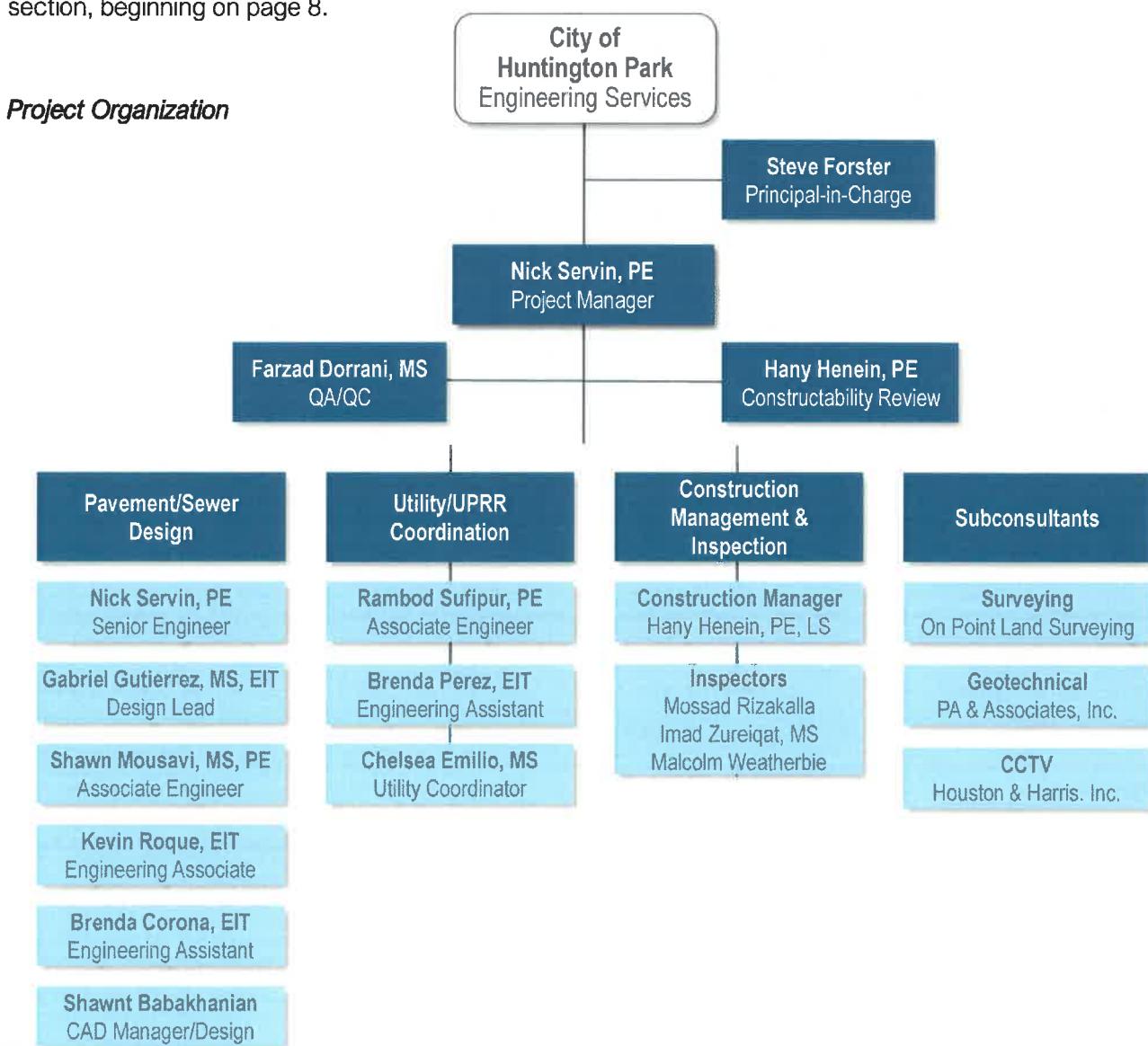
**Houston & Harris PCS, Inc. – Closed Circuit Television Filming**

Houston & Harris PCS, Inc. is a complete sewer mainline cleaning and video inspection company formed 31 years ago with the mission of providing high quality video pipe inspection and hydro-washing of sewer, storm drain and water lines to private contractors, engineering firms, municipalities and other government agencies.. The firm has worked for many cities and water companies throughout the Southland, providing complete pipeline condition assessment services.

## Qualifications and Experience of Consultant's Personnel

Infrastructure Engineers' 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. Nick Servin, PE, our proposed project manager, will be the single point of contact for the City on this contract. He will communicate regularly with the City and initiate conversations on the purpose, plans, and progress of the project. As a former City Engineer and Public Works Director, Nick is thoroughly familiar with roadway engineering projects, he understands municipal services and will work closely with the team and the City to bring the project to successful completion.

The following organization chart presents our project team, managed by Nick Servin, and supported by a team of experienced designers who have worked on street rehabilitation, sewer and water pipelines, and UPRR and environmental permitting. The matrix on page 5 provides a brief overview of our staffs' credentials, office location and areas of experience. Resumes for our team are provided in the Proposed Personnel section, beginning on page 8.



| Key Staff & Role   | Education                              | Licenses/Certifications | Years of Experience | Office Location | Project Management | Field Review & Surveys | Pavement Design | Permitting | Project Specifications/<br>Construction Estimates | Engineering Construction<br>Support | Construction Management/<br>Inspection |
|--|--|-------------------------|---------------------|-----------------|--------------------|------------------------|-----------------|------------|---|-------------------------------------|--|
| <b>Nick Servin</b><br>Project Manager/Sr. Eng.                         | BS, Civil Eng                          | PE                      | 40                  | Brea            | ✓                  | ✓                      | ✓               | ✓          | ✓   | ✓                                   | ✓                                      |
| <b>Steve Forster</b><br>Principal-in-Charge                            |  |                         | 30                  | Industry        | ✓                  | ✓                      | ✓               | ✓          | ✓   | ✓                                   | ✓                                      |
| <b>Farzad Dorrani</b><br>QA/QC   | MS, Civil Eng<br>BS, Civil Eng         |                         | 25                  | Brea            | ✓                  | ✓                      | ✓               | ✓          | ✓   | ✓                                   | ✓                                      |
| <b>Hany Henein</b><br>Constructability Review/<br>Construction Manager | BS, Civil Eng                          | PE                      | 45                  | Industry        | ✓                  | ✓                      | ✓               | ✓          | ✓   | ✓                                   | ✓                                      |
| <b>Gabriel Gutierrez</b><br>Design Lead                                | MS, Env Studies<br>BS, Civil Eng       | EIT                     | 6                   | Brea            | ✓                  | ✓                      | ✓               | ✓          | ✓   | ✓                                   | ✓                                      |
| <b>Shawn Mousavi</b><br>Engineering Associate                          | MS, Trans Eng<br>BS, Civil Eng         | PE                      | 4                   | Brea            |                    | ✓                      | ✓               | ✓          | ✓   | ✓                                   |  |
| <b>Kevin Roque</b><br>Engineering Associate                            | BS, Civil Eng                          | EIT                     | 8                   | Brea            | ✓                  | ✓                      | ✓               | ✓          | ✓   | ✓                                   | ✓                                      |
| <b>Brenda Corona</b><br>Engineering Assistant                          | BS, Civil Eng                          | EIT                     | 2                   | Brea            |                    | ✓                      |                 | ✓          |   |                                     | ✓                                      |
| <b>Shawnt Babakhanian</b><br>CAD Manager                               | AutoCad<br>Microstation                |                         | 30                  | Brea            |                    |                        | ✓               | ✓          | ✓   | ✓                                   |  |
| <b>Rambod Sufipur</b><br>Engineering Associate                         | MS, Const Eng &<br>CM<br>BS, Civil Eng | PE                      | 20                  | Brea            | ✓                  | ✓                      | ✓               | ✓          | ✓   | ✓                                   | ✓                                      |
| <b>Brenda Perez</b><br>Engineering Assistant                           | MS, Civil Eng<br>BS, Civil Eng         |                         | 3                   | Brea            |                    | ✓                      |                 | ✓          | ✓   | ✓                                   |  |
| <b>Chelsea Emilio</b><br>Utility Coordinator                           | MS, Env Studies<br>BS, Earth Science   |                         | 1                   | Brea            |                    | ✓                      |                 | ✓          |   |                                     |  |
| <b>Mossad Rizkalla</b><br>Construction Inspector                       | BS, Telecom Eng                        | ICC Cert                | 14                  | Industry        |                    | ✓                      |                 |            |   | ✓                                   | ✓                                      |
| <b>Imad Zureiqat</b><br>Construction Inspector                         | MS, Civil Eng<br>BS, Civil Eng         | EIT<br>ICC Cert         | 40                  | Industry        |                    | ✓                      |                 |            | ✓   | ✓                                   | ✓                                      |
| <b>Malcolm Weatherbie</b><br>Construction Inspector                    |  |                         | 7                   | Industry        |                    |                        |                 |            |   | ✓                                   | ✓                                      |
| <b>Anthony Smith<sup>1</sup></b><br>Survey Manager                     | BS, Civil Eng                          | PLS                     | 18                  | Redlands        | ✓                  | ✓                      |                 |            |   | ✓                                   |  |
| <b>Parviz Azar<sup>2</sup></b><br>Geotechnical Manager                 | MS Soil Mech<br>BS, Civil & Env<br>Eng | PE                      | 30                  | Irvine          | ✓                  | ✓                      |                 | ✓          | ✓   | ✓                                   |  |

1 = On Point Surveying, Inc.

2 = PA &amp; Associates, Inc.

## Project Approach

### Project Understanding

Based on the information provided in the Request for Proposal dated September 4, 2020, for this project, it is our understanding that the City of Huntington Park desires to retain the design, surveying, geotechnical analysis, sewer assessment and construction engineering support services of a professional engineering consulting firm for roadway enhancements and rehabilitation in various locations.

- City staff
- Infrastructure Engineers staff
- Subconsultant representatives
- Any City-identified stakeholders

Agenda and meeting minutes will be prepared and distributed by Infrastructure Engineers.

Subsequent progress meetings and design progress meetings will be scheduled on a regular monthly or as-needed basis at the discretion of the City.

As-built, Records and Utilities Research

- Document existing conditions with photographs and/or identify all repairs and any other issues
- Relay information to the City

Topographic Survey & Prepare Base Maps

- Topographic survey that will include:
  - All existing surface features
  - Rights-of-way
  - Parcel lines
  - Monuments, control point, benchmark, and basis of bearing

- Develop base drawings and preliminary plans at the scale of 1" = 50' for the roadway resurfacing

#### Geotechnical Report

- Subsurface exploration
- Identify characteristics of pavement section
- Correlative laboratory testing
- Engineering review and analysis
- Documentation of findings and recommendations

#### Kick-off Meeting

- Any City-identified stakeholders
- Any City-identified stakeholders
- Any City-identified stakeholders
- Any City-identified stakeholders

Agenda and meeting minutes will be prepared and distributed by Infrastructure Engineers.

Subsequent progress meetings and design progress meetings will be scheduled on a regular monthly or as-needed basis at the discretion of the City.

#### CCTV Inspection and Report

- Video inspection to assess pipeline condition
- Assess any damage or root blockage
- Provides information upon which to base repair decisions

#### Prepare Plans, Findings & Recommendations

- Prepare 30% plans, findings and recommendations
- Prepare utility notice letters and utility matrix
- Shows proposed street improvements and findings
- Presents findings on sewer condition

#### Topographic Survey & Prepare Base Maps

- Topographic survey that will include:
  - All existing surface features
  - Rights-of-way
  - Parcel lines
  - Monuments, control point, benchmark, and basis of bearing

- Develop base drawings and preliminary plans at the scale of 1" = 50' for the roadway resurfacing

#### Prepare Specifications

- Prepare and submit 35% specifications
- City Review

- Prepare and submit 65% specifications
- City Review

- Prepare and submit 85% specifications
- City Review

- Prepare and submit 100% specifications
- City Review

- Second notice to each affected utility company

#### Environmental & Final Utility Coordination

- Plans and specifications developed in accordance with NPDES requirements
- Incorporate water quality control measures, including Low Impact Development as a CEA mitigation strategy
- Certify CEA environmental clearances and permits

#### Prepare Construction Estimate

- Prepare and submit 35% estimate
- City Review

- Prepare and submit 65% estimate
- City Review

- Prepare and submit 85% estimate
- City Review

- Prepare and submit 100% estimate
- City Review

- Prepare and submit 85% estimate
- City Review

#### Task 4 Construction Estimate

- Prepare and submit 100% estimate
- City Review

#### Task 5 - Permitting & Regulations

- Coordinate UPRR "Permit To Be On Railroad Property For Non-intrusive Civil Engineering Survey Work"
- Develop guidance for contractor regarding steps required to obtain permit from UPRR.

## Preconstruction

### Constructability Review

- Project Design Plans: Identify the limits and scope of the project
- Specifications: Review the general conditions of the project, including materials, methods and installation
- Quantity Estimates: Ensure the contractor completes all specified quantities in the bid package
- Contract: Review the contract terms to confirm the contractor is abiding by all requirements
- Identify High-Risk Locations (schools, businesses, high-density residential areas, etc.); to mitigate risk, avoid construction delays, claims, and reduce complaints
- Agency Coordination: Identifying major stakeholders, their level of involvement
- Submittals: Identifying and tracking contractor's submittals using a spreadsheet

### Task 6 - Construction Management Support Services

- Review the contractor's SSSP for compliance with OSHA
- Ensure daily safety tailgate meetings are held
- Construction inspector will stop work when unsafe conditions is observed
- Notify the contractor of the violation; provide written notification to contractor

### Field Utility Coordination

- Facilitate coordination between City & contractor with any stakeholders, including underground utilities
- Keep local businesses informed
- Notices circulated to neighborhood businesses regarding parking restrictions & and traffic detours
- Verify that all traffic control is follow approved traffic control plans

### Pre-Construction Meeting

#### Attendee:

- City staff
- Infrastructure Engineers staff
- Stakeholders, including utility companies
- Primary contractors and subcontractors

### Pre-condition Survey

- Verify existing, pre-construction site conditions
- Verify scope of work and exact limits of removals
- Limits of removal and joint lines will be marked
- Digital images of each location will be recorded

## Construction Completion

### Project Completion & Closeout

- Final inspection
- Walk job with the contractor, City Project Manager and stakeholders
- Produce punch list of items requiring correction by the contractor
- Follow through with certification on that all items have been completed
- Recommendation to City to acceptance the project
- Ensure copies of record drawings, along with an electronic version, are submitted to the City
- Organize and finalize project record drawings, contract bid items, change orders and claims
- Provide the City with all documents in case of an audit or other needs submitted to the City
- Assist the City with receiving all construction records and files and archive accordingly
- Assure the City receives electronic version of all project drawings
- Resolve any outstanding issues, including change orders, claims, and any other items
- Receive and final out all prime contractor and subcontractor claims, invoices, and purchase orders
- Obtain affidavit of payment from all trade contractors
- Obtain Unconditional Waiver and Release Upon Progress Payment from the contractor
- Obtain lien waiver from subconsultants
- Conditional Waiver and Release Upon Final Payment
- Produce and transmit to the City all final reports, including completion of project and acceptance of the job

## Proposed Personnel



### Nick Servin, PE – Project Manager

**Education**

BS, Civil Engineering

**Registrations/Certifications**

CA PE (Civil) No. 33538

**Years of Experience:** 40

Nick Servin's extensive experience includes high-level leadership, management, supervision, and administration of an engineering division, its staff, and extended resources. He has a broad range of experience in planning, directing, supervising and reviewing CIP projects. Nick is adept at working with all phases

and types of municipal infrastructure projects and all levels of personnel to see those projects through to successful completion. As a former Public Works Director and City Engineer, Nick has the experience and expertise to skillfully meet with various city councils, commissions, government agencies (state and federal) and department staffs, as well as public stakeholders to build consensus on projects and procedures.

#### *Experience*

**Interim City Engineer, City of Glendora.** Responsible leadership, management, supervision, and administration of an engineering division, ITS staff and extended resources. Planned, directed, supervised and reviewed activities of the division, including CIP projects, land development, and databases. Worked with all phases and types of municipal infrastructure projects and all levels of personnel to see those projects through to successful completion. Supervisory and administrative responsibilities included finance, personnel administration, supervision, and organizational development. Provided design and oversight of the following street rehabilitation projects for the City of Glendora.

- Lorraine Avenue Resurfacing & Street and Landscaping Improvements
- Grand Avenue Resurfacing
- Meda Avenue Resurfacing
- Whitcomb Avenue Resurfacing
- Barranca Avenue Resurfacing & Street Improvements

**Public Works Director, City Engineer, and Interim City Manager, City of Calexico.** Managed the entire staff of Public Works, Engineering, Building Division, Planning Division and Code Enforcement. Presented developments, grants, bids, studies, programs to various groups, which included Planning Commission, City Council. Provided oversight of design for the following street rehabilitation projects for the City of Calexico.

- Cole Road Street improvements, Highway 111 to Meadows Road, rehabilitation and resurfacing
- West 2nd Street from Cesar Chavez Boulevard to Airport, complete removal and reconstruction
- Emerson Street rehabilitation and resurfacing from Highway 98 to 2nd Street, Calexico
- Kloke Avenue resurfacing
- Rockwood Avenue resurfacing

**City Engineer, City of Baldwin Park.** Reviewed grading, drainage, low impact development, erosion control, street improvement, storm drain, and water quality mitigation plans. Responsible for checking complex plat maps, easements, and metes and bounds legal descriptions, including final maps, easement deeds, street vacations, certificate of compliance, lot line adjustments and lot mergers.

**Farzad Dorrani, MS – QA/QC****Education**

MS, Civil Engineering

BS, Civil Engineering

**Years of Experience:** 30

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. Farzad's experience includes roadway design projects, parks, and downtown revitalization design projects, contract procurement, construction management, project management and administration.

**Experience**

**QA/QC Reviewer & Principal-in-Charge, HSIP Cycle 8 Project - Various Intersection Improvements (FY 2017-2018), City of Bell Gardens.** Responsible for high-lever oversight of the preparation of PS&E, project management, administration, construction management and inspection, fund administration and labor compliance for the intersections at Eastern Avenue and Lubec Street and Garfield Avenue and Loveland Street. The project also included 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. Bid package was prepared and submitted to City.

**QA/QC Reviewer & Principal-in-Charge, 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, ATPL Federally Funded Project, ATPL 5373, Citywide Safety Enhancement - ATP FY 2014-15 & 2015-16, City of Bell Gardens.** This project involved safety improvements to the intersections at Eastern Avenue and Lubec Street Intersection and Garfield Avenue and Loveland Street Intersection. Infrastructure Engineers provided PS&E, project management, administration, construction management and inspection, fund administration and labor compliance for this project.

**QA/QC Reviewer & Project Manager, 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 on Arroyo Drive from Astra Drive to Rose Glen Ave.

**QA/QC Reviewer & Project Manager, Pavement Repairs and Skin Patch of Various Streets CDBG Zone, City of Montebello.** Responsible for oversight of design, project management, bidding, award of contract, construction management and inspection as well as federal fund administration and labor compliance of various streets pavement repairing and skin patching as agreed with the City to complete as much of the street improvements within the fixed project budget.

**Hany Henein, PE, LS – Constructability Review/Construction Manager****Education**

BS, Civil Engineering

**Registrations/Certifications**

CA PE (Civil) No. 33090

**Years of Experience:** 45

Hany Henein has more than four decades of civil engineering design experience that spans all areas of public works engineering. He designs, directs, and manages a wide variety of CIP projects - planning, directing, and managing all activities for a variety of CIP and maintenance projects, including the preparation of plans, specifications, designs, cost estimates, bid packages, and schedules. Hany ensures the quality and cost effectiveness of the work of contracted firms by developing and reviewing their contract documents, monitoring, reviewing, and approving all submittals, including construction plans, cost estimates, environmental documents, surveys, and technical specifications.

**Experience**

**Construction Manager, HSIP Cycle 5 - Southwest Corner of Imperial Hwy and Martin Luther King Blvd, City of Lynwood.** Responsible for construction management of this project, which entails safety improvements to the intersection of Imperial Highway and Martin Luther King Boulevard. The project consisted of the installation of a raised median island in the center with a two-way left-turn lane to provide pedestrian refuge. This also required restriction of left-turns from Stockwell Drive to Martin Luther King, Jr. Boulevard. A traffic signal was modified to provide protected left-turn phasing. Protected phasing improves intersection control of conflicts between pedestrians in the crosswalk and motor vehicles turning across it.

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

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

**Construction Manager, Maple Avenue Street Improvements from Washington Boulevard to Mines Avenue, 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.

**Gabriel Gutierrez, MS, EIT – Design Lead****Education**

MS, Environmental Studies  
BS, Civil Engineering

**Registrations/Certifications**  
Engineer-in-Training, CA,  
No. 160972

**Years of Experience:** 7

Gabriel's seven years of experience spans a broad range of civil and municipal engineering, including two years with the City of Calexico as an Engineering Technician. During his tenure with the City, Gabriel provided design of street improvement projects, writing and winning a grant for a pedestrian safety assessment, writing the conditions for the City's MS4 compliance with the National Pollutant Discharge Elimination System (NPDES), including a minor storm water management plan, several public

outreach documents, storm water intake form for developers, and best management practices.

Gabriel has also been the project manager for several reconstruction and remodeling projects, where he kept the daily and weekly reports, material and cost estimations and orders and provided on-site labor management.

**Experience**

**Assistant Project Manager/Design Lead, Slauson Avenue Congestion Relief Improvement Project, City of Huntington Park.** Led the design team from base maps to final completion of the project, coordinated subconsultants and worked with other agencies involved with the project.

**Assistant Project Manager/Design Lead, Design & Construction Management Services for Water Main Replacement Project, City of Huntington Park.** Led the design team from base maps to final completion of the project, review of proposed alignment of the water main and assure compliance with all regulations.

**Assistant Project Manager/Design Lead, Various Street Improvements (FY 2017-2018), City of Baldwin Park.** Led the design team from base maps to final completion of the project, met with the client at every step of the project to ensure a cost effective and tailor project. Produced final PS&E for the bid package.

**Assistant Project Manager/Design Lead, Maine Avenue Phase 1B (Constructability Review), City of Baldwin Park.** Led the design team in reviewing existing plans and re-designed the entire project to reduce future construction issues and tailored to the needs and budget of the City. Met with the client and coordinated with different agencies involved.

**Assistant Design Engineer, Residential Streets Design for Rehab-Gas Tax, City of Bell Gardens.** Developed the specifications for the project and print and delivered final PS&E for the City.

**Assistant Project Manager/Design Lead, Various Street Improvements (FY 2019/2020), City of Hawaiian Gardens.** Led the design team from base maps to final completion of the project, met with the client at every step of the project to ensure a cost effective and tailor project.

**Lead Design Engineer, Florence Ave. & Eastern Ave. Intersection Improvements, City of Bell Gardens.** Led the design team and was point of contact for subconsultants, other agencies and the City.

**Assistant Design Engineer, Frazier St. Pedestrian & Bicycle Safety Improvements Project, City of Baldwin Park.** Assisted the design engineer on the preliminary horizontal design on the bulb-outs for the project.

**Design Engineer, Mines Ave. Street Improvements, City of Montebello.** The City needed a cost-effective solution for the street maintenance, the first design was too expensive. Redesigned the project with a more economical solution and delivered final PS&E for construction of the project.

**Shawn Mousavi, MS, PE – Associate Engineer****Education**

MS, Transportation Engineering,  
BS, Civil Engineering

**Registrations/Certifications**

CA PE (Civil) No. 91696

**Years of Experience:** 3

Shawn Mousavi has 3 years of training and internship in civil engineering and as a consultant for the City of Montebello. His experience includes drafting, designing traffic signal plans, writing traffic signal warrant and stop sign warrant reports, creating cost estimates, generating specifications, designing street overlays, creating GIS maps and databases, generating conceptual imagery for exhibits, using PAVER for data analysis of the street

networks, researching and assisting the City Engineer in preparing permits for construction work in the City of Montebello.

**Experience**

**Engineering Assistant, Various Street Improvement Project, City of Baldwin Park.** Responsible for creating the signing and striping sheets for the project. Work involved creating the construction notes, designing the new striping on AutoCAD, and placing the callouts on the signing and striping sheets.

**Engineering Assistant, Updating Pavement Management System (PMS), City of Bell Gardens.** Responsible for inspecting and creating an inventory of the conditions of the City of Bell Garden's roadway network. Work included generating excel inventory, creating a GIS map and database, using PAVER for data analysis, and creating a comprehensive report.

**Engineering Assistant, HSIP Cycle 8 Project- Various Intersection Improvements, City of Bell Gardens.**

Assisted in the initial design phase of the project by drawing existing conditions and obtained as-builts. The scope of work included upgrading the signal hardware and improving signal timing for the three intersections.

**Engineering Assistant, Florence and Eastern Intersection Improvement, City of Bell Gardens.** Responsible for upgrading the traffic signal design with the new additional lane. This involves replacing all the traffic signal poles and creating a new conductor schedule and phase diagram.

**Engineering Assistant, Various Street Improvement Project, City of Bell Gardens.** Responsible for creating the signing and striping sheets for the project. Work involved creating the construction notes, designing the new striping on AutoCAD, and placing the callouts on the signing and striping sheets.

**Engineering Assistant, ATP Cycle 2 Lynwood Community Linkages to Civic Center and Long Beach Boulevard, City of Lynwood.** Responsible for creating the signing and striping sheets for the project. Work involved creating the construction notes and designing the new striping on AutoCAD.

**Engineering Assistant, 10th St Improvements from Whittier Blvd to Cleveland Ave, City of Montebello.** Assisted in producing the design plans for the improvements. Adjusted the design according to the corrections made by the City Traffic Engineer.

**Engineering Assistant, Arroyo Drive Street Improvement, City of Montebello.** Responsible for developing street cross-section and base map; performed field reconnaissance to inspect and verify surface indications of utilities. Infrastructure Engineers is providing design, project management, bidding of contract, construction management and inspection, as well as federal fund administration for this project that involved removal of existing AC paving and paving of AC pavement and concrete improvement reconstruction, including replacing existing curb and gutter, sidewalk, driveway approaches, and access ramps.

**Kevin Roque, EIT – Engineering Associate****Education**

BS, Civil Engineering

**Registrations/Certifications**Engineer-in-Training, CA,  
No. 165234**Years of Experience:** 8

Kevin Roque is an Engineering Supervisor with more than 8 years of extensive training in civil engineering, public works, and construction projects. His experience includes engineering design, street reconstruction design, curb extension design, street overlay design, plan checking, surveying, construction staking, generating topographic maps, drafting, construction cost estimates, sewer rehabilitation projects, storm drains,

project management of CIP projects, creating GIS data and maps, preparing legal descriptions for street dedications, generating utility notices and coordination with utility companies and creating conceptual imagery for exhibits.

**Experience**

**Engineering Associate, Various Streets Improvement Project, City of Baldwin Park.** Responsible the QA/QC of plans and specifications, as well as developing quantities and a cost estimate for the project. The project consisted of cold milling and overlaying a total of 15 streets, as well as introducing traffic calming measures such as additional signage and speedbumps. Work included extensive coordination with the City.

**Design Engineer, Peach Street Improvement, City of Lynwood.** Responsible for completion of the vertical design of the reconstruction of Peach Street to mitigate ponding caused by poor drainage.

**Design Engineer, New Traffic Signal at Long Beach Boulevard and Louise Street.** Responsible for the drafting and design of new medians, street widening, curb and gutter, sidewalk, curb ramps, and cross gutter for a new proposed commercial development located at the northeast corner of Long Beach Boulevard and Louise Street. Multiple design options were created and extensive coordination with the City was necessary for the completion of the project.

**Design Engineer, ATP Cycle 2 – Lynwood Community Linkages to Civic Center and Long Beach Boulevard Metro Station, City of Lynwood.** Responsible for the drafting and design of bulb-outs, and alley intersections at various locations and the creation of quantities and cost estimate for the project.

**Design Engineer, Frazier Street Pedestrian and Bicycle Safety Improvements Project, City of Baldwin Park.** Responsible for the design and preparation of plans, specification and cost estimates. Work included utility coordination and research, detailed field observations, drainage pattern analysis, the design of new curb-extensions at various locations (15 total), curb ramps, alley intersection, slurry seal between intersections, and new signing and striping to incorporate a new bike lane.

**Design Engineer, Various Street Improvements (FY2017-2018), City of Montebello.** Assisted in the creation of plans for a pavement resurfacing project at various locations. Work included right-of-way and utility research, as well as the creation of a base map, detailed field observations, field surveys, and signing and striping.

**Design Engineer, Design Changes - Cliffwood Park Industrial Area Water Improvements, City of Brea.**

Responsible for the design and preparation of plans, specifications, and construction estimate for the installation of new water mains in the Cliffwood Park Industrial Area. Work included right-of-way and as-built research, extensive coordination with City Staff, and managing the Right of Entry Document Agreement between private property owners and the City.

**Brenda Corona, EIT – Engineering Assistant****Education**

BS, Civil Engineering

**Registrations/Certifications**Engineer-in-Training, CA,  
No. 169116**Years of Experience:**

Brenda Corona is an engineering assistant who provides engineering design on civil engineering and traffic signal projects as well as conducting research on traffic engineering projects. Brenda has also provided project administration and she has been a construction management intern, where she has been involved in a wide variety of projects - creating and maintaining project files, with documents such as plans, specifications, contract change orders, request for information, submittals, transmittals, cost estimates, progress payments, construction schedule, emergency contact list, field pictures, emails, weekly and daily reports from inspectors.

**Experience****Designer, HSIP Cycle 8 Project Various Intersection Improvements – Engineering Services, City of Bell**

**Gardens.** Reviewed grant application. Identified utilities at the intersections Eastern of Avenue/Lubec Street and Garfield Avenue/Loveland Street. Conducted field review to establish any major improvements needed. Utilized AutoCAD to design underground utilities and surface utilities. Implemented MUTCD and Caltrans standards to design left turn protected/permissive phase. Calculated conduit size for conductor schedule. Calculated preliminary cost for construction phase to stay within budget.

**Civil Design Assistant, San Gabriel River Commuter Bikeway Project– Engineering Services, City of Baldwin Park.** Reviewed Los Angeles Department of Water and Power application to utilize their facilities. Identified utilities impacted by the project. Combined all necessary documents requested by the agency, such as geotechnical reports, hydraulic reports and survey. Reviewed all necessary guidelines to be met per project's scope of work.

**Civil Design Assistant, ATP Cycle 2 Sidewalk Gap Closure– Engineering Services, City of San Bernardino.**

Developed a striping plan at Randall Avenue and Meridian Avenue. Implemented and met MUTCD and Caltrans standards to design a bike lane.

**Traffic Assistant, HSIP Cycle 7 Three Intersection Safety Improvement– Engineering Services, City of Montebello.** Utilized AutoCAD to modify design per City's recommendations. Modified specifications and provide a complete PS&E submittal to City.

**Traffic Assistant, HSIP Cycle 5 Martin Luther King Jr. Boulevard from Arval Street to Benwell Avenue– Engineering Services, City of Lynwood.** Utilized AutoCAD to design improvements and striping at Arval Street and Benwell Avenue. Implemented and satisfied current CA-MUTCD and Caltrans standards. Elaborated on preliminary cost to include additional locations of the project.

**Traffic Assistant, Traffic Signal Improvement at Olive Street and Phelan Avenue– Engineering Services, City of Huntington Park.** Utilized AutoCAD to design improvements and striping at the intersection. Implemented and satisfied current CA-MUTCD and Caltrans standards. Developed specifications for improvements on project. Calculated preliminary costs for construction phase.

## Shawnt Babakhanian – CAD Manager/Designer

### Education

AutoCad ; AutoCad Civil 3D;

Microstation

Years of Experience: 30

Shawnt Babakhanian has 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 CADD management.

### Experience

**Designer/Drafter, Elm Street ADA Accessibility Project, City of Montebello, CA.** Responsible for the preparation of plans and details. Involved in detailed field investigations, including a field survey of curb ramps, driveways, and sidewalks. Specifications and cost estimates were prepared for ADA accessibility improvements. Quality assurance/quality control was put into practice to ensure the improvements were completed as defined by the client.

**Designer/Drafter, Alley Improvement Project, City of Bell Gardens, CA.** 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, Water Main Replacement Project, City of Bell Gardens, CA.** In charge of drafting the main water line, fire hydrants, water meters, and backflow prevention element of the project. He was also in charge of the field investigation to replace the old water main and outdated water meters. The project was completed per standard details, on time, and within budget.

**Designer, Garfield Avenue Street Improvement Project, City of Montebello, CA.** Responsible for the preparation of plans, profiles, and details, and involved with the field investigation that included field surveys of the asphalt pavement, sidewalks, curbs and gutters, driveways, and curb ramps. In addition, specification and cost estimates were prepared for the street improvements. The project was completed successfully, ahead of the deadline and under budget.

**Designer/Drafter, Street Improvement Project/Pedestrian Crossing Light Improvements, Various Streets, City of Bell Gardens.** Provided design assistance and plans for this project, which included overlay of 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.

**Designer/Drafter, Various Street Rehabilitation Projects, City of Bell Gardens, CA.** 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.

**Rambod Sufipur, MS, PE – Associate Engineer****Education**

MS, Construction Engineering and Management

BS, Civil Engineering

**Registrations/Certifications**

CA PE (Civil) No. 90761

**Years of Experience:** 20

Rambod Sufipur has more than 20 years of responsible, diversified engineering project and construction management experience in various aspects of civil engineering from planning and design to construction.

Project management experience includes providing design, construction management and inspection on various projects and interacting with clients, contractors, and owners. He provides planning, design, review, cost

estimates, schedules, budgets, and value engineering for a wide range of projects. Rambod is experienced in both the design and construction phases of a project. His design experience includes street structural design of various concrete and steel structures, preparing recommendations and developing and reviewing engineering reports. Rambod's construction support and project management experience includes reviewing and preparing submittals, construction documents, plans and specification and reviewing and assembling change orders, preparing and responding to RFIs, observation, testing and inspection during construction, and preparation of progress and final reports.

**Experience**

**Engineering Assistant, Paving the Way Project, City of Montebello.** Provided engineering assistance for this two-year project that includes street and transit improvement projects. Services included design, construction management, and public outreach.

**Engineering Assistant, Corridor Traffic Study along Lincoln Ave, City of Montebello.** Assisted with conceptual design of adding bike lanes along Lincoln Avenue to connect with existing and future bike facilities.

**Engineering Assistant, Various Streets Rehabilitation, City of Montebello.** Assisted with development of plans for a pavement resurfacing project at various locations. Work included right-of-way and utility research, as well as the creation of a base map, detailed field observations, field surveys, and signing and striping.

**Engineering Assistant, Various Residential Street Improvements, City of Hawaiian Gardens.** Assisted with development of PS&E for this turn-key project that included design, project management and construction inspection and administration services. The project consisted of preparation of PS&E for rubberized asphalt concrete overlay on five City residential streets.

**Engineering Assistant, Slauson Avenue Congestion Relief Improvements, City of Huntington Park.** Assisting in the design of the project, which includes environmental analysis, design (preparation of PS&E), topographical survey, geotechnical investigation and landscaping and irrigation design for five intersections along Slauson Avenue, a major arterial that runs east to west in the northern area of the City. It is comprised of primarily commercial and industrial applications as well as residential.

**Brenda Perez, MS, EIT – Engineering Assistant****Education**

MS, Civil Engineering

BS, Civil Engineering

**Registrations/Certifications**Engineer-in-Training, CA,  
No. 156456

Years of Experience: 3

Brenda Perez's experience in the engineering industry began as an engineering aide at the City of Placentia where she issued encroachment and transportation permits after the City Inspector revised the documents. She has since become an adept design assistant, providing utility coordination and design for municipal clients.

**Experience**

**Utility Coordinator & Design Engineer, ATP Cycle 2 Sidewalk Gap Closure Safe Routes to School, City of San Bernardino.** Responsible for coordinating utilities for design, designing and drafting of a newly proposed pedestrian walking path. Prepared demolition, improvement and typical sections plans.

**Assistant Engineer & Utility Coordinator, Miscellaneous Alleys and Cliffwood Industrial Park Projects 7315, 7316, 7317 & 746, City of Brea.** Helped out with the adjustments of the water plans for the project as well as the cost estimation. Also coordinated utility notices to go out.

**Utility Coordinator, HSIP Cycle 8 Project - Various Intersection Improvements (FY 2017-2018), City of Bell Gardens.** Responsible for coordinating utilities for the preparation of PS&E, project management, administration, construction management and inspection, fund administration and labor compliance for the intersections at Eastern Avenue and Lubec Street and Garfield Avenue and Loveland Street. The project also included 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. Bid package was prepared and submitted to City.

**Utility Coordinator & Design Engineer, Montebello Boulevard Bike Lane and Sidewalk Improvement Project Phases I & II, City of Montebello.** Responsible for coordinating utilities for design, preparation of plans, specifications and estimates for roadway improvements, pavement rehabilitation, concrete improvements, utility adjustments, ADA improvements, Class II bike lane, traffic signal improvements, pedestrian lighting, and landscape and irrigation.

**Utility Coordinator, San Gabriel River Bikeway Project - Design Phase, City of Baldwin Park.** Responsible for coordinating utilities for a new 2.3-mile bike path along the San Gabriel River and Walnut Creek Wash. The design focused on having low impact to the river and wash, with minimal grading needed. Specific work included aerial and field surveys, detailed field observations, hydrology studies, and signing and striping. The work also incorporated a design to tie into the City's proposed Bike Hub located at the Walnut Creek Nature Park.

**Utility Coordinator, Frazier Street Pedestrian and Bicycle Safety Improvements Project - Design Phase, City of Baldwin Park.** Responsible for coordinating utilities for the design and preparation of plans, specification and cost estimates. Work included utility coordination and research, detailed field observations, drainage pattern analysis, the design of new curb-extensions at various locations, and new signing and striping to incorporate a new bike lane.

**Chelsea Emilio, MS – Utility Coordinator****Education**

MS, Environmental Studies  
BS, Earth Science  
Years of Experience: 5

Chelsea's experience spans a broad range of environmental and engineering related services. She serves as Infrastructure Engineers' environmental scientist as well as an engineering assistant.

**Experience**

**Engineering Assistant, HSIP Cycle 8 project - Two Signal Mods, City of Bell Gardens.** Assisted project manager with completing Caltrans required 14D Notice to Owner Utility forms to obtain funding for this project.

**Design Lead, Federalize the PS&E Document for Garfield Avenue Improvement Project, City of Bell Gardens.** Generated 90% project transmittal form for Avant Garde for Caltrans PES clearance for project funding.

**Design Lead, HSIP Cycle 8 project - Two Signal Mods, City of Bell Gardens.** Generated 100% PS&E transmittal to Avant Garde for Caltrans PES clearance for project funding.

**Engineering Assistant, HSIP Cycle 5 SW Corner Imperial-MLK, City of Lynwood.** Assisted the design team to produce utility notices for this project.

**Engineering Assistant, ATP Cycle 2-Lynwood Community Linkages to Civic Center and Long Beach Blvd. Metro Station, City of Lynwood.** Assisted project manager with completing Caltrans required 14D Notice to Owner Utility forms to obtain funding for this project.

**Engineering Assistant, Various Streets Improvement Project, City of Baldwin Park.** Worked on generating the cost estimate for this project and also was trained on the basics of AutoCAD to help understand project scope. Conducted field work to determine blind spots and delineate where street widening would be necessary.

**Engineering Assistant, San Gabriel River Bikeway-Design Phase, City of Baldwin Park.** Worked on preparing the Bikeway Use Agreement and included all redline corrections from previous draft.

**Engineering Assistant, San Gabriel River Bikeway-Environmental Services and Permits, City of Baldwin Park.** Worked on incorporating minor changes to the final SWPPP document from City and then packaged the SWPPP per City's directions.

**Design Lead, Systemic Safety Analysis Report Program (SSARP) Evaluation Study, City of Bell Gardens.** Created the High Accident Location Analysis Report, collision tables, Appendix B Intersection summary, and Safe Routes to School Study for the SSARP Report.

**Engineering Assistant, Lincoln Park Improvement, City of Anaheim.** Assisted with QA/QC for project plans by proof reading and incorporating City corrections into the final draft.

**Design Lead, SSARP Initial Evaluation Study, City of Baldwin Park.** Worked on formatting, editing, and addressing review comments for the final draft of the SSARP and packaged the report for its second submittal.

## Mossad Rizakalla - Senior Construction Inspector

**Education**

BS, Telecommunication  
Engineering  
Certified - Construction Project  
Management

**Registrations/Certifications**

ICC - Master of Special  
Inspection  
ICC - Reinforced Concrete  
ICC - PT Concrete  
ACI - Field Test Technician

**Years of Experience:** 14

Mossad is a bilingual senior special inspector with 14 years of experience in construction management and inspection. Projects he has worked on have consisted of both residential and commercial structures and have included reinforced concrete, post-tensioned concrete, structural masonry and shotcrete inspection. Mossad has managed and supervised all activities of job sites, set-up project plans, purchase orders, required staffing and conducted job-site meetings.

**Experience****Construction Inspector, Frankel Avenue and 16th Street Street****Improvements (FY 2015-2016), City of Montebello.**

Responsibilities included

preparation of daily reports, review of change orders and progress payment requests, and coordinating soils testing service. The scope of this project included design, geotechnical investigation, survey, project management, bidding, award of contract, construction management and inspection as and labor compliance.

**Construction Inspector, CM, Inspection & Engineering Support for Long Beach Blvd, Phase I & Phase II, City of Lynwood.** Provided compliance with plans, specifications and the contract; overseeing traffic control, and provided daily log and inspection report entries, including pictures of the project. Reviewed and reported contractor claims, prepared weekly update reports, and reviewed contractor's invoices, verified completed work, and approved all quantities.

Infrastructure Engineers provided construction management, inspection, and labor compliance for this project that involved roadway resurfacing of 192,779 square feet with a section of 2-inch AC top course and 1-inch AC leveling course and 40,000 square feet with a section of 2-inch of asphalt rubber hot mix (ARHM) over ½-inch SAMI sealant and 1-inch leveling course.

**Construction Inspector, Downtown Public Parking Improvement Project, City of El Monte.** Public Work inspections was included the following: removal of existing; asphalt, Landscape, sidewalk & ramps concrete and lighting poles and instructed new underground storm drain, underground electric conduits for lighting, installed light poles, curb & gutter, sidewalk & approach ramps, Landscape and paved asphalt.

**Construction Inspector, Inspection Services for FY 16-17 Annual Street Improvements Project, City of Lawndale.** Removal and replacement of the existing asphalt for the alleys, removal and replacement of ADA ramps.

**Public Works Inspector, Kruse Drive Improvements, City of South El Monte.** Public work inspection for Kruse Drive, including the following: grading and compaction for subgrade, grading and compaction for 6" crushed aggregate base, placement for concrete for sidewalk curb and the placement of underground electric conduits.

**Imad Zureiqat, MS, EIT - Senior Public Works Inspector****Education**

MS, Civil Engineering

BS, Civil Engineering

**Registrations/Certifications**

Engineer-in-Training, CA

Special Inspector Certificates:

Structural Masonry, Reinforced

Concrete, Prestressed Concrete

ACI Field Technician Grade 1

**Certificate**

General Building Contractor

License (B)

Division of the State Architect

(DSA) Regulations &amp; Procedures

(Part I, II, III)

**Years of Experience: 40**

Imad Zureiqat has more than 40 years of experience in construction inspection and resident engineer tasks. He has been responsible for preparation of plans, cross-sections, details and specifications for various civil and landscape projects. Imad has coordinated with other engineering disciplines, responded to plan check comments and prepared material, take-off and cost estimates.

**Experience**

**Construction Inspector, Maine Avenue Improvement Project, CM & Inspection Services, Phase I, City of Baldwin Park.** Provided construction inspection of this project. The purpose of the project was to create neighborhood-friendly pedestrian and bicycle linkages serving the areas surrounding Maine Avenue. The sidewalks were widened by 2 feet, continuously on each side of the roadway; parking lanes have curb

extensions at intersections and intermittent locations. Utilities were placed underground and the driveway ramps were reconstructed to provide flat sidewalk paths across driveways. Lighting was improved and included pedestrian-scale lighting every 75 feet and intersections will be improved with new crosswalk markings, signal improvements, ADA Ramps, and a roundabout at Maine Avenue/Olive Street with safety islands for pedestrians and bicyclists.

**Construction Inspector, Long Beach Boulevard, City of Lynwood.** Provided compliance with plans, specifications and the contract; oversaw traffic control, and provided daily log and inspection report entries, including pictures of the project. Reviewed and reported contractor claims, prepared weekly update reports, and reviewed contractor's invoices, verified completed work, and approved all quantities. The project consisted of roadway resurfacing of 192,779 square feet with a section of 2-inch AC top course and 1-inch AC leveling course and 40,000 square feet with a section of 2-inch of asphalt rubber hot mix (ARHM) over ½-inch SAMI sealant and 1-inch leveling course. Concrete improvements include 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.

**Construction Inspector, CM & Inspection Services for Pacific Pedestrian & Transportation Improvement Project, City of Huntington Park.** Provided construction inspection, preparation of daily reports, review of change orders and progress payment requests, coordinated soils testing service and assisted with labor compliance.

**Construction Inspector, Mines Avenue Street Improvements (Montebello Blvd.-Greenwood Ave.), City of Montebello.** 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. The project involved roadway improvements, and pavement rehabilitation with concrete improvements of Frankel Avenue from Bluff Road to 5th Street and 16th Street from Madison Avenue to Harding Avenue.

## Malcolm Weatherbie – Construction Inspector

**Education**

Associated Builders &  
Contractors, Inc

Years of Experience: 7

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

**Construction Inspector, City of San Bernardino.** Provided various construction inspection services as a contract inspector to the City. Tasks included the following:

- San Bernardino Police Department Roof Project. Inspected and monitored a complete removal and replacement of a roof.
- 40th Street and Mountain Avenue Storm Water Project. Build and design for alternative storm water route underground. Completed and under budget.
- Raised River Rock Median Project. This was a .75-mile long stretch of river rock raised median. Completed and under budget.
- Mill Street and Meridian Avenue Storm and Street Improvement Project. Upgraded the size of storm water volume to the San Bernardino Flood Control Retention Basin. Completed on time and under budget.
- 215 and Waterman Signal Project. A Caltrans-funded project. Responsible for coordinating all inspections with Caltrans to verify correct materials and certification of right equipment before installation.
- Assisted City Construction manager with plan reviews before approval.
- Conducted City permit inspections for electric meter services, signal installation, underground electric and communication vaults, gas line upgrades and AC and concrete restorations.
- Build and design in field for emergency storm water situations.

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

**Construction Inspector, Long Beach Boulevard Street Improvements Phases 1 & 2, City of Lynwood.**

Malcolm was one of the construction inspectors for this project. He provided compliance with plans, specifications and the contract; oversaw traffic control, and provided daily log and inspection report entries, including pictures of the project. He also reviewed and reported contractor claims, prepared weekly update reports, and reviewed contractor's invoices, verified completed work, and approved all quantities.

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

## Quality Assurance/Quality Control

Quality assurance and quality control (QA/QC) are top priorities for Infrastructure Engineers. Producing engineering and compliance documents of the highest caliber is what keeps us in business. Our QA/QC practice involves a comprehensive process to ensure delivery of quality products and services to meet your stringent criteria.

Infrastructure Engineers appoints an experienced and qualified QA/QC reviewer to provide leadership and guidance in producing complete and comprehensive documents to meet all industry standards as well as the City's expectations. Our monitoring and inspection documents will result in meeting the NPDES and MS4 mandates and will provide clear understanding to your staff and constituency of all related requirements.

Key elements of our quality control are the assignment of skilled personnel who are experienced in the particular discipline, effective and constant communications, and monitoring of project progress. The quality control process includes the following principles:

- Assignment of skilled professionals instituting a comprehensive and interactive orientation of the project goals and the means of achieving these goals
- Daily contact by the Project Manager with each on-going activity to provide support and guidance, to maintain focus and momentum, and to monitor the quality of work
- 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
- Internal (peer review) audits of municipal services for quality, accuracy, and completeness
- Strictly and rigorously following Infrastructure Engineers-developed QA/QC standards and guidelines
- Review by the Project Manager prior to submittal to assure services meet all standards and codes, project goals and objectives, and contract requirements
- Design QA/QC are carried out by our highly experienced and licensed professional civil engineers
- Constructability reviews during the design phase are carried out by our experienced construction managers and inspectors

### Plan Review

Our submitted documents will go through three levels of review prior to each submittal: Initial Peer Review, Project Manager Review, and QA/QC Review. This three-tiered review allows for error mitigation on three separated levels of detail: ground level (drafting, calculations, and document formatting), project management level (design and project intent compliance) and quality assurance level (completeness of document and ensure biddable plans).

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 completed. It is an approach and a realization that quality is something that occurs throughout the design process. QC means performing all activities in conformance with valid requirements, no matter how large or small their overall contribution to the design process. Good CAD and drafting techniques, attention to detail, and ensuring the plans are correct and useful to the contractor are also essential to quality.

## References

Infrastructure Engineers' core discipline is the engineering and upkeep of one of our most visible and highly used infrastructures - our city streets. Because city streets are so visible and receive the most wear and tear, they are also the cause of many constituents' complaints. Cities spend considerable capital dollars to preserve and maintain their communities' investment in municipal roads and water and sewer lines. Our team is there to assist in every aspect of this maintenance, from providing closed-circuit television (CCTV) filming to assess pipeline conditions to pavement management programs and designing street improvements including skin patch repairs, slurry sealing and pavement rehabilitation. Infrastructure Engineers has rehabilitated, widened and re-engineered virtually hundreds of miles of city streets, from alleys and residential streets to major thoroughfares. The following projects provide a broad cross-section of recently completed projects for cities across Southern California.

### **Los Flores Boulevard Street and Median Island Improvements, City of Lynwood**

**Client Contact:**

Lorry Hempe, Public Works Special Projects Manager

Phone: (310) 603-0220, ext. 500  
Email: [lhempe@lynwood.ca.us](mailto:lhempe@lynwood.ca.us)

**Staff:** Farzad Dorrani, Kevin Roque, Shawnt Babakhanian

Infrastructure Engineers provided design, project management, and construction management and inspection for the Los Flores Boulevard street resurfacing project. The Lynwood City Council and residents of the Los Flores Boulevard neighborhood celebrated the opening of the revitalized two-way street that traverses the neighborhood and serves Lincoln Elementary School. Improvements to Los Flores Boulevard, from State Street to Bellinger Street, included creating a safer pickup/drop-off school zone, beautiful drought-tolerant landscaped medians, street resurfacing, sidewalks replacement, new curbs and gutters, traffic striping, and water service line replacement.

During the design phase of the project, Infrastructure Engineers helped to facilitate three community meetings, which were held to discuss the specifics of the project and to receive and incorporate input from attendees. The results of these meetings provided Infrastructure Engineers' design engineers with the input to design a project that met the community's expectations while providing safer traffic control for the school and its students. In addition, the project serves to refresh the neighborhood by providing pleasing, drought-tolerant landscaping that runs the length of the street, affording a peaceful interlude to the community. These outreach meetings also served to bring the community together, not only to look towards the next phases of improvements, but also to develop a neighborhood watch program.



**Industrial Streets Rehabilitation & Replacement of Existing Water Line,  
City of Brea****Client Contact:**

Tony Olmos, Public Works Director  
1 Civic Center Circle  
Brea, CA 92821

Phone: (714) 990-7650  
Email: [tonyo@cityofbrea.net](mailto: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.

**Various Residential Street Improvements, City of Hawaiian Gardens****Client Contact:**

Joe Colombo, Community  
Development Director  
21815 Pioneer Boulevard  
Hawaiian Gardens, CA 90716

Phone: (562) 420-2641, ext. 244  
Email: [jcolombo@hgcity.org](mailto:jcolombo@hgcity.org)

**Staff:** Gabriel Gutierrez, Brenda  
Corona, Rambod Sufipur, Shawn  
Mousavi, Shawnt Babakhanian

The City of Hawaiian Gardens engaged Infrastructure Engineers to prepare PS&E for two pavement rehabilitation projects, the first in 2018 (FY 2018-2019) and then again in 2019, for a total of 23 streets. The projects consisted of cold milling existing AC pavement, ARHM overlay, removing and replacing driveway approaches, sidewalks, curbs, gutters, cross-gutters, curb ramps, AC pavement, signing and striping. We provided project management, records research and field reviews, preliminary and final design, and utility coordination.



## Various Streets Improvements, City of Lynwood

**Client Contact:**

Lorry Hempe, Public Works Special Projects Manager

Phone: (310) 603-0220, ext. 500  
Email: [lhempe@lynwood.ca.us](mailto:lhempe@lynwood.ca.us)

**Staff:** Farzad Dorrani, Kevin Roque, Gabriel Gutierrez, Brenda Perez, Shawnt Babakhanian

Throughout 2019, the Infrastructure Engineers team has been working on several street and storm drain improvement projects for the City of Lynwood. Descriptions of the various streets are briefly described below, including the various features and tasks that are similar to the City of Huntington Park's project.

### ***Lilita Street and Eve Avenue Storm Drain Improvements***

Our design team delivered PS&E for the improvements on Lilita Street and Eve Avenue in the City of Lynwood. The project consisted in a comprehensive rehabilitation of the street, including new pavement sections, localized concrete repairs, a new storm drain chamber to alleviate the flooding in the area, a new water main and localized sewer repairs. All of the proposed improvements were based on hydrology/hydraulic reports, a geotechnical report, the City's water master plan and sanitary sewer CCTV footage. The medium-sized BMP was deemed the best option from four different recommendations our design team provided to the City.



### ***Capistrano Avenue Improvements & Water Line Replacement***

Infrastructure Engineers completed the PS&E package for the Capistrano Avenue project in the City of Lynwood, which included street rehabilitation, localized concrete repairs, new cross-gutters and a complete replacement of the water main line and water services based on the City's water master plan.

### ***Palm Avenue Street Improvements and Drainage Enhancement***

Palm Avenue improvement efforts started as an emergency repair project since the street was caving at various areas of the roadway. Our design team took the challenge of delivering a complete and functional engineering design in a limited amount of time. The project consisted of a complete evaluation of the street, including new pavement sections, localized subgrade work, concrete repairs to sidewalks, curbs, gutters and driveways, replacement of the water main line and water services, replacement of the sewer main line and services, evaluation of the street drainage concerns and solutions to areas of flooding. Our team evaluated the area through field reconnaissance, geotechnical studies, hydrology/hydraulic calculations and detailed surveys for drainage profile patterns.

Infrastructure Engineers' design included the addition of dry-wells to catch basins and overflow systems to avoid any flooding in the area.



**City Sanitary Sewer System 20% CCTV Project, City of Montebello****Client Contact:**

James Enriquez, Dir. of Public Works  
1600 W. Beverly Blvd.  
Montebello, CA 90640

Phone: Phone: 323-887-1462  
Email: JEnriquez@cityofmontebello.com

**Staff:** Farzad Dorrani

Infrastructure Engineers provided project management, bidding, award of contract, construction management and inspection during the recording and rating of condition of 20% of the City's sanitary sewer system including possible as-needed cleaning and draining. Project management and 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.

**Design & Construction Management Services for Water Main Replacement Project, City of Huntington Park**

**Staff:** Farzad Dorrani, Hany Henein,  
Gabriel Gutierrez, Brenda Perez,  
Shawnt Babakhanian

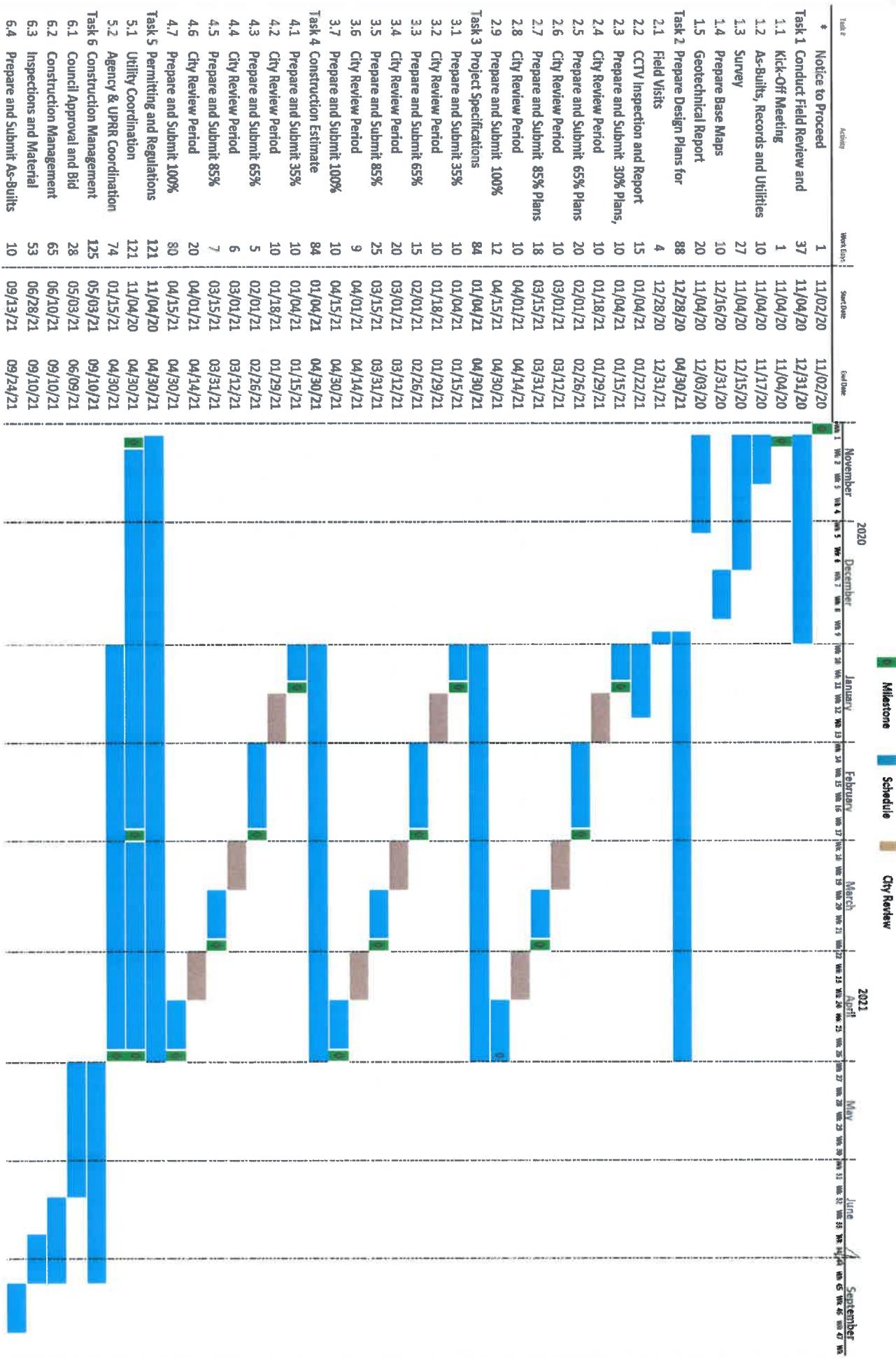
Infrastructure Engineers prepared PS&E, geotechnical reporting, surveying, related construction documents, and construction management services during the construction phase of the Water Main Replacement Project (CIP No. 2019-07). This project was part of the public works street improvement projects, which entailed

replacement and upgrades to the City's water main on Hill Street (State Street to Salt Lake Avenue - 4,256 LF) and Cudahy Street (State Street to Salt Lake Avenue - 4,775 LF).

# City of Huntington Park

Professional Design and Construction Management Services for  
SB1 Street Enhancement Project

## Schedule and Schedule Control



**CITY OF HUNTINGTON PARK**  
**DESIGN SERVICES**  
**FOR**  
**FY 2020-21 ROADWAY REHABILITATION AND SLURRY SEAL PROJECT**  
**OCTOBER 2020**  
**Not-to-Exceed Fee Schedule**





**ATTACHMENT B**



**ATTACHMENT B**  
**CONSULTANT PROPOSALS**  
**AVAILABLE AT CITY CLERK'S COUNTER**



**ITEM NO. 6**



# CITY OF HUNTINGTON PARK



Public Works Department  
City Council Agenda Report

November 17, 2020

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

Dear Mayor and Members of the City Council:

## **CONSIDERATION AND APPROVAL OF AWARD OF CONTRACT TO DEVELOP THE AMERICA'S WATER INFRASTRUCTURE ACT RISK AND RESILIENCE ASSESSMENTS AND EMERGENCY RESPONSE PLANS**

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

1. Award the professional services agreement to develop the America's Water Infrastructure Act Risk and Resilience Assessments and Emergency Response Plans to Stetson Engineering, Inc. for a not-to-exceed fee of \$32,900 payable from Account No. 681-8030-461-56.41; and
2. Authorize the City Manager to execute the professional services agreement.

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

On October 23, 2018, America's Water Infrastructure Act (AWIA) was signed into law. AWIA Section 2013 requires water system operators serving more than 3,300 people to develop a risk and resilience assessments and emergency response plans (ERPs). The law specifies the components that the risk assessments and ERPs must address, and establishes deadlines by which water systems must certify to EPA completion of the risk assessment and ERP. The certification deadline for the Risk and Resilience plan is June 30, 2021. ERP certifications are due six months from the date of the risk assessment certification; December 31, 2021. The plans take approximately 9 to 10 months to complete.

At the September 15, 2020 City Council meeting, the City Council authorized staff to solicit proposals to develop the America's Water Infrastructure Act Risk and Resilience Assessments and Emergency Response Plans (Plans). Assessment reports include:

1. Risk to the system from malevolent acts and natural hazards;

# CONSIDERATION AND APPROVAL OF AWARD OF CONTRACT TO DEVELOP THE AMERICA'S WATER INFRASTRUCTURE ACT RISK AND RESILIENCE ASSESSMENTS AND EMERGENCY RESPONSE PLANS

November 17, 2020

Page 2 of 3

2. Resilience of the pipes and constructed conveyances, physical barriers, source water, water collection and intake, pretreatment, treatment, storage and distribution facilities, electronic, computer, or other automated systems (including the security of such systems) which are utilized by the system;
3. Monitoring practices of the water system;
4. Financial infrastructure of the system;
5. Use, storage, or handling of various chemicals by the system; and
6. Operation and maintenance of the water system.

On September 18, 2020, 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 City solicited proposals from qualified firms and the date to submit proposals was October 14, 2020. The City received seven proposals.

|                              |          |
|------------------------------|----------|
| 1. Stetson Engineers, Inc.   | \$32,900 |
| 2. IMEG                      | \$36,000 |
| 3. iParametrics              | \$43,644 |
| 4. Infrastructure Engineers: | \$59,636 |
| 5. SA Associates:            | \$72,000 |
| 6. Prestige Analytics        | \$77,509 |
| 7. AARC Consultants          | \$89,914 |

City staff has relayed that engineering support from an outside consultant is necessary to accomplish drafting the Plans. Based on the need to meet the State's mandated due date to adopt and upload the Plans, and the consultant's qualifications, it is staff's recommendation to award the professional services agreement to Stetson Engineers, Inc.

## 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 Stetson Engineers, Inc. with the professional services agreement based on demonstrating competence and qualifications for this type of services.

## FISCAL IMPACT/FINANCING

Stetson Engineers, Inc. has submitted a proposal and a fee schedule for a not-to-exceed fee of \$32,900. This amount is payable from Account No. 681-8030-461-56.41, which is based on the adopted fiscal year 2020-21 budget allocation of \$40,000.

**CONSIDERATION AND APPROVAL OF AWARD OF CONTRACT TO DEVELOP THE  
AMERICA'S WATER INFRASTRUCTURE ACT RISK AND RESILIENCE  
ASSESSMENTS AND EMERGENCY RESPONSE PLANS**

November 17, 2020

Page 3 of 3

**CONCLUSION**

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

Respectfully submitted,



RICARDO REYES

City Manager



CESAR ROLDAN

Director of Public Works

**ATTACHMENT(S)**

- A. Stetson Engineers, Inc. PSA
- B. Proposals



**ATTACHMENT A**





**PROFESSIONAL SERVICES AGREEMENT**  
**DEVELOP AMERICA'S WATER INFRASTRUCTURE ACT**  
**RISK AND RESILIENCE ASSESSMENT**  
**AND EMERGENCY RESPONSE PLAN**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this **17<sup>th</sup> day of November 2020**, (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and **STETSON ENGINEERS, INC.** (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 November 17, 2020, the Huntington Park City Council at its Regular Meeting approved the Professional Services Agreement to the CONSULTANT to develop the America's Water Infrastructure Act Risk and Resilience Assessments and Emergency Response Plans (Plans); and

WHEREAS, on October 23, 2018, America's Water Infrastructure Act (AWIA) was signed into law. AWIA Section 2013 requires water system operators serving more than 3,300 people to develop a risk and resilience assessments and emergency response plans (ERPs); and

WHEREAS, the law specifies the components that the risk assessments and ERPs must address, and establishes deadlines by which water systems must certify to EPA completion of the risk assessment and ERP; and

WHEREAS, the CONSULTANT must submit the Risk and Resilience plan for certification on or before June 30, 2021; and

WHEREAS, the ERP certifications are due six months from the date of the risk assessment certification on or before December 31, 2021; 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 November 17, 2020.

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, for a not-to-exceed fee of \$32,900, included in the proposal reflected in **Exhibit "A"**. 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 Stephen B. Johnson 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;
- b) comply with Applicable Law relating to the management, ownership, operation, maintenance, repair and replacement of the Facilities (to the extent that the responsibility of complying with those laws is not specifically assumed by the CONSULTANT under this Agreement). The CONSULTANT shall not be responsible for the CITY's failure to comply with any provision of Applicable Law that is not otherwise specifically assumed by the CONSULTANT hereunder.

**III.  
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:**

Stetson Engineers, Inc.  
861 Village Oaks Drive  
Suite 100  
Covina, CA 91724  
Phone: 626.967.6202  
Attn: Stephen B. Johnson,  
President

mailto:  
[stevej@stetsonengineers.com](mailto:stevej@stetsonengineers.com)

**CITY:**

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

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

6.5 **COOPERATION; FURTHER ACTS:** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

6.6 **SUBCONTRACTING:** 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

**STETSON ENGINEERS, INC.**

By: \_\_\_\_\_

Stephen B. Johnson, President

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

City Attorney

**EXHIBIT "A"**  
**SCOPE OF WORK**  
**(SEE ATTACHED)**

# PROPOSAL

TO  
PROVIDE PROFESSIONAL SERVICES  
TO

## DEVELOP AMERICA'S WATER INFRASTRUCTURE ACT RISK AND RESILIENCE ASSESSMENT AND EMERGENCY RESPONSE PLAN

SUBMITTED TO:

CITY OF HUNTINGTON PARK - CITY CLERK'S OFFICE  
ATTN: CESAR ROLDAN, DIRECTOR OF PUBLIC WORKS  
6550 MILES AVE.  
HUNTINGTON PARK, CA 90255

OCTOBER 14, 2020



861 Village Oaks Drive, Suite 100 • Covina, California 91724  
Phone: (626) 967-6202 • FAX: (626) 331-7065 • Web site: [www.stetsonengineers.com](http://www.stetsonengineers.com)

Northern California • Southern California • Arizona • Colorado



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Northern California • Southern California • Arizona • Colorado

M1106

October 14, 2020

Mr. Cesar Roldan  
Director of Public Works  
City of Huntington Park – City Clerk's Office  
6550 Miles Ave.  
Huntington Park, CA 90255

Subject: Proposal to Provide Professional Services to Develop America's Water Infrastructure Act (AWIA) Risk and Resilience Assessment (RRA) and Emergency Response Plan (ERP)

Dear Mr. Roldan:

Stetson Engineers Inc. (Stetson) is pleased to submit this technical qualification proposal in response to the City of Huntington Park's (City) Request for Proposals (RFP) to Provide Professional Services to Develop America's Water Infrastructure Act (AWIA) Risk and Resilience Assessment (RRA) and Emergency Response Plan (ERP). We are prepared to commit the engineering professionals and resources of our firm to complete the City's RRA and ERP within the allocated time schedule and project budget.

Stetson has recently prepared RRA and ERP reports for Azusa Light and Water, California Domestic Water Company, and the City of Monterey Park in Los Angeles County. Stetson has a proven track record of providing a wide variety of water resource, engineering, professional services, and technical support for cities and water agencies in Ventura County, Los Angeles County, Orange County, and throughout Southern California, including Water System Master Plans, Urban Water Management Plans, water supply assessments, and Emergency Response Plans. Stetson's proposed Project Manager, Mr. Jeff Helsley, has over thirty-seven years of experience with water resource planning and he has lead Stetson's team through successful completion of numerous water system assessment projects.

This proposal shall remain in effect for a period of 90 days. All information contained in the proposal is true and correct. As required in the RFP, Stetson has included the following statement: *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 for considering Stetson for professional engineering services to assist the City. If you have any questions, you may contact me directly at 861 S. Village Oaks Dr., Suite 100, Covina, CA 91724, or at (626) 967-6202, or [stevej@stetsonengineers.com](mailto:stevej@stetsonengineers.com). We look forward to the opportunity of working with the City in the preparation of their RRA and ERP.

Sincerely,

Stephen B. Johnson, P.E.  
President  
Stetson Engineers Inc.

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### **APPENDIX A – SIGNED COPIES OF ADDENDUMS NO. 1 AND NO. 2**

## SECTION 1: STETSON'S BACKGROUND

### Municipal Engineering

- Water Distribution System Design & Construction Mng
- Water Distribution System Modeling
- Water System Master Plans
- Recycled Water Systems
- Storm Water System Analysis
- Water Treatment Facilities
- Wastewater Systems

### Groundwater Resources

- Groundwater Modeling
- Watermaster Services
- Basin Investigations
- Groundwater Development
- Groundwater Management Plans
- Water Wells/Planning, Design, Construction
- Wellhead Protection Plans
- Artificial Recharge Studies
- Water Quality Assessments
- Safe Yield Studies
- Groundwater Cleanup and Aquifer Restoration
- Geophysical Surveys

### Water Systems Management

- Economic Feasibility
- Operational Surveys
- Rate Design/Analysis
- System Appraisals and Valuations

### Environmental Engineering

- Wetland/Riparian Hydrology
- Impact Analysis/Restoration
- Environmental Assessments and Impact Studies
- Geomorphic Analysis
- Fluvial Geomorphology

### Water Rights

- Federal Reserved Water Rights Studies
- Basin and River Adjudications
- Water Right Valuations and Transfers
- Legal and Institutional Support
- Expert Witness Testimony

### Surface Water Resources

- River Basin and Watershed Studies
- Natural Flow Determinations
- Reservoir Operations and System Modeling
- Hydropower Investigations

### *Integrating Engineering with Water Resources for Over 60 Years*

Stetson Engineers Inc. (Stetson) specializes in management and development of water resources. The firm consults to federal, state, and local agencies; Native American Tribes; community groups; and private clients throughout the western United States.

Stetson specializes in all phases of water resources engineering including water facility design and construction management; groundwater basin management; water quality evaluations; water distribution system hydraulic modeling; financial planning and analysis; grant support services; development of water system master plans; and project administration.

### BUILDING ON EXCELLENCE

The firm was established by Thomas M. Stetson in 1957 as Thomas M. Stetson Civil and Consulting Engineers. In 1977, the Company was incorporated as Stetson Engineers Inc. Mr. Stetson's handpicked successors - Oliver Page, R.G.; Ali Shahroody, P.E.; and Steve Johnson, P.E. - have maintained the founder's focus on quality services and long-term relationships with a solid client base. We now staff offices in Covina and San Rafael, California; Centennial, Colorado; and Mesa, Arizona. For over five decades, Stetson has been providing creative solutions to water resources issues, considering and applying state-of-the-art or unique methods in addition to traditional approaches. Stetson has moved to the forefront of mid-sized consultants specializing in planning, water resources and problem solving. Stetson specializes in all phases of water resources engineering, including water well design and development; water system

design for complete distribution systems, pipelines, reservoir storage facilities, pumping stations, and water treatment facilities; financial planning and analysis; water district engineering services; and hydrogeological studies of groundwater basins. Stetson's services include the preparation of specifications, construction drawings, and contract documents; master plans; feasibility studies; water supply evaluations; urban water management plans; computer modeling of water systems and groundwater basins; and grant and loan applications.

## SECTION 2: QUALIFICATIONS AND EXPERIENCE

### RISK AND RESILIENCE ASSESSMENTS (RRAs)

Stetson has broad experience in all aspects of water resource engineering, along with directly applicable experience based on recent preparation of RRAs for the following water agencies:

- Azusa Light and Water
- California Domestic Water Company
- City of Glendora
- City of Monterey Park

### EMERGENCY RESPONSE PLANS (ERPs)

Stetson has previously prepared ERPs for the following water agencies:

- Azusa Light and Water
- California Domestic Water Company
- City of Monrovia
- City of Monterey Park
- City of South Pasadena
- Foothill Municipal Water District
- La Cañada Irrigation District
- Sunny Slope Water Company
- Upper San Gabriel Valley Municipal Water District
- Valencia Heights Water Company

In addition, Stetson has experience in preparation of Vulnerability Assessment reports for the water systems listed below as part of the Bioterrorism Act, which is similar to the RRA:

- California Domestic Water Company
- City of Arcadia
- City of Glendora
- City of Monrovia
- City of Monterey Park
- Covina Irrigating Company
- Crescenta Valley Water District
- Foothill Municipal Water District
- La Cañada Irrigation District
- Lincoln Avenue Water Company

### OTHER RELEVANT EXPERTISE

#### Main Basin Watermaster

Stetson serves as Engineer for the Main Basin Watermaster (Main Basin Watermaster). As Engineer, Stetson has unique knowledge of management of the Main Basin. Stetson has knowledge of production trends from the Main Basin, the management structure of the groundwater basin, and the supplemental (imported) water demands.

#### Water Supply Assessments

Stetson has prepared numerous water supply assessments pursuant to California Water Code Division 6, Part 2.10, Sections 10910-10915 (Water Supply Planning to Support Existing and Planned Future Use) and Government Code 66473.7 which analyze water demands, sources of supply, and reliability of the water supplies.

#### Recycled Water Projects

Stetson has analyzed recycled water demands, feasibility of the recycled water projects, and project design for multiple recycled water projects. Stetson has analyzed the use of advanced treated recycled water for groundwater replenishment.

#### Water System Master Plans

Stetson has prepared numerous water system master plans which analyze water system infrastructure and facility capacities, water quality requirements, water demands, sources of supply, and water system and capital improvement planning.

#### PROJECT PERSONNEL

Stetson has assembled a project staff team that will provide the City with senior staff highly experienced in the preparation of RRAs and ERPs. Qualifications of project personnel who will be working on the RRA and ERP for the City are provided below. Project personnel resumes are included in Section 4 of this proposal.

##### STEPHEN JOHNSON, P.E.

##### PRINCIPAL-IN-CHARGE

Mr. Johnson, President and a principal of Stetson, is the supervising engineer in charge of the Covina office and has over 42 years of experience. Mr. Johnson has been involved in RRAs, ERPs, UWMPs, water system analyses, water rights quantification and analysis, supplemental water requirement studies, alternative water supply studies, annual reports, water quality monitoring reports, groundwater management studies, and project feasibility studies. Mr. Johnson has extensive experience with municipal and water district level issues, having been working directly as Engineer for the Main San Gabriel Basin Watermaster and for several watersheds in southern California on such matters as water supply, water quality, management, and financing.

##### JEFF HELSLEY, P.E.

##### PROJECT MANAGER

Mr. Helsley has over 39 years of experience in water resource management in southern California. Mr. Helsley has supervised numerous groundwater treatment, groundwater recharge, water supply, and water rights studies. Mr. Helsley has extensive experience in municipal water supply projects in both the Main Basin and in Central Basin and has unique knowledge of water supply, water quality, and groundwater management for both of these groundwater basins. Mr. Helsley was formerly the District Engineer and Assistant General Manager of the Water Replenishment District of Southern California, where he was responsible for the development and implementation of programs to enhance groundwater recharge, improve groundwater basin management, and project groundwater quality. Mr. Helsley was Stetson's Project Manager for a feasibility study for siting groundwater recharge facilities in the Antelope Valley. Mr. Helsley has been responsible for leading stakeholder-based water management plans for the Foothill Municipal Water District, Newhall County Water District, and the Local Agency Formation Commission for Los Angeles County. Mr. Helsley's experience includes employment with the Los Angeles County Department of Public Works where he was responsible for studies to develop improvements to the County's injection barriers to prevent seawater intrusion, and studies of groundwater recharge optimization.

**STAN CHEN, P.E.****PROJECT ENGINEER**

Mr. Chen has over 20 years of experience in water resource engineering including water supply assessments, water system master plans, water supply plans, hydrologic studies, water rights and supply evaluation, Drinking Water Source Assessment and Protection (DWSAP) Program Plans, and water quality studies. Mr. Chen was involved in the preparation of numerous RRAs and Emergency Response Plans.

**SAM LO, P.E.****PROJECT ENGINEER**

Mr. Lo is a senior engineer with over 19 years of experience with design of water and recycled water facilities (pipelines, wells, pump stations, treatment facilities, etc.), preparation of environmental documentation for water projects, compliance monitoring of industrial waste discharge programs, and with preparing and implementing NPDES services such as preparing permit application, report monitoring and water quality compliance. Mr. Lo has been supporting the expansion of the Upper San Gabriel Valley Municipal Water District's recycled water system for the past several years. His duties have included construction management support and design of retrofits of customer's irrigation systems to comply with recycled water regulations. Mr. Lo was involved in the preparation of numerous RRAs and Emergency Response Plans.

**JENNY SAVRON, E.I.T.****SENIOR ENGINEER**

Ms. Savron has over 18 year of experience and has been involved in numerous UWMPs, water system master plans, and water supply assessments and has analyzed water system operations. Ms. Savron was involved in the preparation of numerous RRAs and ERPs.

**BRENDA LOPEZ****ASSISTANT PROJECT ENGINEER**

Ms. Lopez has experience in water quality, including laboratory work on drinking water and wastewater, and support for Title 22 water quality compliance programs. Ms. Lopez was involved in the preparation of numerous RRAs.

## SECTION 3: PROJECT APPROACH

The Risk and Resilience Assessments (RRAs) and Emergency Response Plans (ERPs) are required by the "America's Water Infrastructure Act of 2018" (AWIA). Water systems which serve a population between 3,301 to 49,999 people, such as the City of Huntington Park (City), are required to submit certification to the United States Environment Protection Agency (USEPA) no later than June 30, 2021 that an RRA has been completed. Furthermore, within six months of submitting the RRA certification, those water systems are then required to submit certification to the USEPA that an ERP has been completed, i.e. by December 30, 2021. (In addition, each water system is required to review its RRA every five years and submit a recertification than the RRA has been reviewed and, as necessary, revised. Similarly, each water system must certify within six months of RRA recertification that its ERP has been reviewed and, as necessary, revised.)

The AWIA does not require the use of any specified standards, methods, or tools for the development of RRA plans. However, the USEPA developed the on-line "Vulnerability Self-Assessment Tool" (VSAT) to assist in water system compliance with the AWIA. The VSAT requires a series of hypothetical malevolent acts, natural hazards, and/or threats be evaluated and then an evaluation of the cost-effectiveness of countermeasures to reduce the risk. The VSAT also incorporates methodologies from the American Water Works Association's "J100-10 Risk and Resilience Management of Water and Wastewater Systems" R13 Standard.

### **Scope of Services**

Mr. Jeff Helsley will be assigned as the Project Manager and will act as the primary contact. Stetson will provide the following as part of our Scope of Work:

#### **Task 1 – Kick-Off Meeting and Data Request**

Stetson will attend a kick-off meeting (through video conferencing) with City staff to introduce key project team members, discuss the project schedule and approach, review the scope of work, and request available data, reports, documents, and plans from the City. Stetson will collect and review all existing reports and record drawings that may impact the evaluation. Stetson will gather information from City staff at the kick-off meeting about existing concerns to ensure that those issues are evaluated. Stetson will also discuss critical assets with the City as well as applicable threat types relevant to the RRA.

#### **Task 2 – Conduct Risk and Resilience Assessment**

Stetson will utilize the USEPA's VSAT as part of preparing the City's RRA, which will include at a minimum the following:

- Risk to the system from malevolent acts and natural hazards (i.e. all hazards);
- Resilience of water facility infrastructure (including pipes and constructed conveyances, physical barriers, source water, water collection and intake, pretreatment, treatment, storage and distribution facilities, electronic, computer or other automated systems (including the security of such systems) utilized by the system);
- Monitoring practices of the system;
- Financial infrastructure of the system (e.g., billing systems);
- Use, storage, or handling of various chemicals by the system;

- Operation and maintenance of the system;
- Unintentional human caused risks, such as hazardous chemical spills, incorrect system operation, critical component failure, etc.;
- Dependency hazards, to include utility interruptions (including power outages, communications outages), supply chain, employee staffing issues (illness, strike), customers, transportation, proximity, etc.

Stetson will perform a Qualitative Analysis using the VSAT which will identify specific pairings of “asset categories” and “threat types” for the City’s facilities. Stetson will confirm the identified asset/threat pairs with the City. Stetson will also obtain facility costs from the City, and, if unavailable, Stetson will estimate the costs for the City’s facilities.

Based on the identified asset/threat pairs, Stetson will perform a Quantitative Analysis of the City’s water system using the VSAT. The Quantitative Analysis includes the preparation of a “Baseline Risk Assessment”. This assessment will estimate the monetized risk to the City for each asset/threat pair (based on the vulnerability and threat likelihoods and economic impacts to the City, as well as economic impacts to the region). Stetson will identify the threat types which pose the highest potential monetized risk to the City.

Stetson will also perform a brief “Improvement Risk Assessment” (an optional section in the VSAT) in which potential countermeasures (to reduce monetized risk associated with threats) are implemented. Stetson will perform the Improvement Risk Assessment for up to five (5) threat types associated with the highest monetized risks (identified in the Baseline Risk Assessment) to determine if potential countermeasures could reduce the City’s risk and vulnerability. Stetson will identify any reductions to the monetized risk as a result of implementing potential countermeasures.

#### Task 3 – Prepare Draft RRA Report for City Review

Stetson will prepare a draft RRA report, including relevant tables, figures, and appendices. Stetson will provide the City with an electronic (MS Word and/or PDF) copy of the RRA report and will incorporate one round of comments from City staff. Following receipt of comments, Stetson will provide the City with a final draft for review and approval.

#### Task 4 – Evaluate Capital and Operational Needs for Risk and Resilience Management

Stetson will evaluate the City’s capital and operational needs based on results of the RRA. Stetson will prepare and submit include recommended countermeasures and potential costs in the RRA. Stetson will perform a brief “Improvement Risk Assessment” in which potential threat countermeasures are implemented. Stetson will perform the Improvement Risk Analysis for all available threat types associated with the highest monetized risks (identified in the Baseline Risk Assessment). Stetson will identify any reductions to the monetized risks as a result of implementing potential countermeasures.

#### Task 5 – Prepare Final RRA Report and Certification to USEPA

Stetson will prepare a Final RRA report based on discussions and comments from the City and provide an electronic copy of the report with tables and graphs in Microsoft Word and Excel formats. Stetson will submit two (2) copies of the final RRA report. Stetson will assist the City in preparing the required certification to be sent to the USEPA RRA indicating that the City has conducted an assessment encompassing the requirements of the RRA.

#### Task 6 – Update Emergency Response Plan (ERP)

Stetson will update the City's existing Emergency Response Plan (ERP) previously prepared in 2020, to incorporate findings from the RRA and the following requirements of the AWIA:

- “Strategies and resources to improve the resilience of the system, including the physical security and cyber security of the system”;
- “Actions, procedures, and equipment which can obviate or significantly lessen the impact of a malevolent act or natural hazard or the public health and the safety and supply of drinking water provided to communities and individuals, including the development of alternative source water options, relocation of water intakes, and construction of flood protection barriers”, and
- “Strategies that can be used to aid in the detection of malevolent acts or natural hazards that threaten the security or resilience of the system.”

Stetson will prepare a Draft ERP in an electronic (MS Word and/or PDF) version for City review to include at a minimum the following:

- Plans and procedures that can be implemented, and identification of equipment that can be utilized, in the event of a malevolent act or natural hazard that threatens the ability of the City's system to deliver an adequate supply of safe drinking water; and
- Actions, procedures, and equipment which can be obviate or significantly lessen the impact of a malevolent act or natural hazard in the public health and safety and supply of drinking water provided to communities and individuals, including the development of alternative source water options, relocation of water intakes, and construction of flood protection barriers.
- Updated emergency procedures, contact information, facility information, equipment and supplies, and vendor listings (to be provided by the City) since the preparation of the City's 2020 ERP.

#### Task 7 – Prepare Final ERP and Certification to USEPA

Stetson will prepare a Final ERP based on discussions and comments from the City and provide an electronic copy of the plan with tables and graphs in MS Word and Excel formats. Stetson will submit two (2) copies of the final ERP plan. Stetson will assist the City in preparing the required certification to be sent to the USEPA indicating that the City has prepared a plan encompassing the requirements of the ERP.

## SECTION 4: PROPOSED PERSONNEL

Stetson has assembled a project staff team that will provide the City with senior staff highly experienced in the preparation of the RRAs and ERPs. Project Team personnel resumes can be found on the following pages.

## RESUME

|  |   |
|--|---|
| <b>Name &amp; Title:</b><br><b>Jeff Helsley, P.E.</b> , Supervising Engineer   | <b>Project Assignment:</b><br>Project Manager   |
| <b>Years of Experience with Firm</b><br>22   | <b>Years of Experience With Other Firms</b><br>17                                     |
| <b>Education: Degree(s) / Year / Specialization:</b><br>M.S. Environmental Engineering / 1982 / University of Southern California, Los Angeles (USC)<br>B.S. Civil Engineering / 1981 / California State University, Los Angeles (CSULA)   | <b>Registrations / Certifications:</b><br>Civil Engineer No. 039599, California, 1985 |
| <b>Experience Record</b>   |   |
| <p>Mr. Helsley joined Stetson Engineers, Inc. in 1999 as project manager for water rights quantification and valuation studies, alternative water supply studies, water resource management studies, water facilities design including site improvements for drainage and access, and groundwater recharge feasibility studies including sand and gravel pits in the San Gabriel Valley.</p> <p>His experience includes employment with the Los Angeles County Department of Public Works in the Hydraulic/Water Conservation Division. As a Supervising Civil Engineer I in the Planning Unit, he was responsible for studies to develop improvements to the County's injection barriers to prevent seawater intrusion, and studies of groundwater recharge optimization.</p> <p>Mr. Helsley was also formerly the District Engineer and Assistant General Manager of the Water Replenishment District of Southern California, where he was responsible for the development and implementation of programs to enhance groundwater recharge, improve groundwater basin management, and protect groundwater quality.</p>  |   |
| <p><b>Water Supply Assessments</b></p> <ul style="list-style-type: none"> <li>• The Shops at Santa Anita, Arcadia, California</li> <li>• Copa de Oro Development, Rosemond, California</li> <li>• Newhall County Water District, Santa Clarita Valley, California</li> <li>• Uptown Specific Plan, Whittier, California</li> <li>• Monrovia Nursery, Azusa/Glendora, California</li> <li>• West Main Street Master Plan, Alhambra, California</li> <li>• Valley Vision Specific Plan, San Gabriel, California</li> </ul> <p><b>Water System Master Plans</b></p> <ul style="list-style-type: none"> <li>• City of Covina</li> <li>• Pahrump, Nevada, included the Water System, the Sewage Collection System and Lift Stations</li> <li>• Fontana Water Company</li> <li>• San Gabriel Valley Water Company, Los Angeles County Division</li> </ul> <p><b>Water Supply Feasibility Studies</b></p> <ul style="list-style-type: none"> <li>• Sierra Bella Development, Lucerne Valley, California</li> <li>• Sierra Lakes Development, Santa Clarita Valley, California</li> <li>• Rolling Meadows Development, Tejon Ranch, California</li> <li>• East Highlands Ranch, Upland, California</li> <li>• Larsen Ranch, Antelope Valley, California</li> </ul> <p><b>East Raymond Basin Water Resources Plan</b></p> <p><b>Rincon Groundwater Study</b></p> <p><b>Torrez Martinez Water Feasibility Study</b></p> <p><b>Water Rights Appraisal – Hearst Ranch</b></p> <p><b>Antelope Valley Water Rights Adjudication</b></p> <p><b>LAFCO Municipal Water Service Review, Santa Clarita Valley</b></p> <p><b>Review of Proposal Antelope Valley Water Bank</b></p> <p><b>Arrow Well Wellhead Treatment Design</b></p> <p><b>Los Angeles County Department of Public Works (LACDPW) Alamitos Barrier Project - Seawater Barrier</b></p> |   |

## RESUMES

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| <b>Name &amp; Title:</b><br><b>Sam Lo, P.E., Senior Engineer</b>  | <b>Project Assignment:</b><br><b>Project Engineer</b>  |
| <b>Years of Experience with Firm</b><br>19  | <b>Years of Experience with Other Firms</b><br>1   |
| <b>Education: Degree(s) / Year / Specialization:</b><br>B.S. Environmental Engineering / 2001 / University of California, Irvine  | <b>Registrations / Certifications:</b><br>P.E. No. 47487, State of Washington, October 21, 2010<br>E.I.T. No. 111909, California, June 2001<br>Environmental Management, UC Irvine, 2002 |
| <b>Experience Record</b><br>Mr. Lo has recent experience in preparing Risk and Resilience Assessment (RRA) and Emergency Response Plan (ERP) for Cities and other water agencies. Mr. Lo is also experienced in water resource engineering including the permitting and design of new wells, groundwater treatment facilities and pipelines, project management, CEQA compliance including preparation of Initial Environmental Studies, and preparation of water system master plans, water rights and supply evaluation.  |  |
| <p><b>RISK AND RESILIENCE ASSESSMENT AND EMERGENCY RESPONSE PLAN</b></p> <p><b><u>California American Water Company – Richardson Well</u></b></p> <ul style="list-style-type: none"> <li>• Project Engineer and Point of Contact for preparing the RRA and ERP.</li> </ul> <p><b><u>Azusa Light and Water</u></b></p> <ul style="list-style-type: none"> <li>• Project Engineer and Point of Contact for preparing the RRA and ERP.</li> </ul> <p><b><u>City of Monterey Park</u></b></p> <ul style="list-style-type: none"> <li>• Project Engineer and Point of Contact for preparing the RRA and ERP.</li> </ul> <p><b>TREATMENT PLANT DESIGN</b></p> <p><b><u>Valley County Water District, Baldwin Park, California</u></b></p> <ul style="list-style-type: none"> <li>• <i>Valley County Water District's Arrow Lante Treatment Facility Project:</i> The project includes site, structural, mechanical and electrical engineering for the installation of Calgon Carbon Corporation ISEP and Trojan Technologies UV treatment equipment designed to clean contaminated groundwater to California drinking water standards. Assist in design of treatment systems. Create engineering plans using AutoCAD. Assist with preparation of Specifications and Contract Documents.</li> </ul> <p><b><u>City of Monterey Park, California</u></b></p> <ul style="list-style-type: none"> <li>• Design of the Granular Activated Carbon Treatment System at the City of Monterey Park's Delta Plant.</li> </ul> <p><b>PROJECT AND CONSTRUCTION MANAGEMENT – TREATMENT PLANTS AND WELLS</b></p> <p><b><u>San Gabriel Valley Water Company, Baldwin Park, California</u></b></p> <ul style="list-style-type: none"> <li>• Managed and supervised the construction of the Single Pass Ion Exchange system for the treatment of Perchlorate. Perform construction management duties including routine field visits to track and document construction progress, process change order requests, and provide clarifications to contractors on design.</li> </ul> <p><b><u>La Puente Valley County Water District, California</u></b></p> <ul style="list-style-type: none"> <li>• Supervised the construction of groundwater extraction well and coordination with United States Environmental Protection Agency and Los Angeles County Department of Public Works on the disposal of well development water.</li> </ul> <p><b>PIPELINE DESIGN</b></p> <p><b><u>San Gabriel Valley Water Company, Baldwin Park, California</u></b></p> <ul style="list-style-type: none"> <li>• <i>San Gabriel Valley Water Company's Plant B6 Raw Water Pipeline and Treated Water Pipeline:</i> Conduct preliminary design research including field verification and utility search. Assist in design of two 24 to 30-inch diameter pipelines totaling approximately 6,000 feet long. Create engineering plans using AutoCAD. Assist with preparation of Specifications and Contract Documents.</li> <li>• <i>San Gabriel Valley Water Company's Plant B5 Onsite Treatment Process Pipeline:</i> Assist in design of pipelines. Create engineering plans using AutoCAD. Assist with preparation of Specifications and Contract Documents.</li> </ul> |  |

## RESUMES

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| <b>Name &amp; Title:</b><br><b>Stan Chen, P.E., Civil Engineer</b>  | <b>Project Assignment:</b><br><b>Project Engineer</b>  |
| <b>Years of Experience with Firm</b><br>20  | <b>Years of Experience with Other Firms</b><br>1   |
| <b>Education: Degree(s) / Year / Specialization:</b><br>B.S. Environmental Engineering / 1999 / University of California, Berkeley<br>M.S. Civil Engineering / 2000 / University of California, Los Angeles   | <b>Registrations / Certifications:</b><br>E.I.T. No. 107911, State of California, July 9, 1999<br>P.E. No. 66883, State of California, June 25, 2004 |
| <b>Experience Record</b>  |  |
| <p>Mr. Chen has recent experience in preparing Risk and Resilience Assessment (RRA) and Emergency Response Plan (ERP) for Cities and other water agencies. Mr. Chen also has experience in water resource engineering including water system master plans, water supply plans, hydrologic studies, water rights and supply evaluation, and water quality studies.</p>   |  |
| <p><b>RISK AND RESILIENCE ASSESSMENT AND EMERGENCY RESPONSE PLAN</b></p> <p><b><u>California American Water Company – Richardson Well</u></b></p> <ul style="list-style-type: none"> <li>• Project Engineer and Point of Contact for preparing the RRA and ERP.</li> </ul> <p><b><u>Azusa Light and Water</u></b></p> <ul style="list-style-type: none"> <li>• Project Engineer and Point of Contact for preparing the RRA and ERP.</li> </ul> <p><b><u>City of Monterey Park</u></b></p> <ul style="list-style-type: none"> <li>• Project Engineer and Point of Contact for preparing the RRA and ERP.</li> </ul> <p><b><u>San Gabriel Valley Water Company – Fontana Division</u></b></p> <ul style="list-style-type: none"> <li>• Prepared a Comprehensive Master Plan for San Gabriel Valley Water Company's Fontana Division</li> <li>• Prepared Water Supply Assessment reports for San Gabriel Valley Water Company's Fontana Division regarding different specific plans</li> </ul> <p><b><u>San Gabriel Basin Water Quality Authority</u></b></p> <ul style="list-style-type: none"> <li>• Evaluated differences between granular activated carbon specifications and costs between vendors</li> </ul> <p><b><u>Los Angeles County Local Agency Formation Commission</u></b></p> <ul style="list-style-type: none"> <li>• Prepared a regional comprehensive water study of Santa Clarita Valley water purveyors</li> </ul> <p><b><u>Newhall County Water District</u></b></p> <ul style="list-style-type: none"> <li>• Prepared a Water Supply Assessment of the Santa Clarita Valley</li> </ul> <p><b><u>Drinking Water Source Assessment and Protection Program</u></b></p> <ul style="list-style-type: none"> <li>• Conducted groundwater assessments for approximately 200 sources in the Main San Gabriel Basin and Raymond Basin</li> </ul> <p><b><u>San Luis Rey Indian Water Authority</u></b></p> <ul style="list-style-type: none"> <li>• Prepared current and projected water supply and demand analysis</li> <li>• Investigated water rights to the San Luis Rey River</li> </ul> <p><b><u>San Luis Obispo, California</u></b></p> <ul style="list-style-type: none"> <li>• Conducted water rights evaluation and costs</li> <li>• Evaluated nitrate treatment technologies for contaminated groundwater</li> </ul> <p><b><u>Copa de Oro, California</u></b></p> <ul style="list-style-type: none"> <li>• Performed water conservation study for a 1,200 unit development</li> </ul> <p><b><u>Southern California Water Company</u></b></p> <ul style="list-style-type: none"> <li>• Performed region wide evaluation of system performance based upon water quality, system capacity, and reliability issues</li> <li>• Conducted groundwater rights/supply cost evaluation due to contamination</li> </ul> <p><b><u>City of Arcadia, California</u></b></p> <ul style="list-style-type: none"> <li>• Prepared a Water Supply Assessment for the City of Arcadia</li> </ul> <p><b><u>City of Alhambra, California</u></b></p> <ul style="list-style-type: none"> <li>• Prepared a Water Supply Assessment for the City of Alhambra</li> </ul> <p><b><u>San Gabriel County Water District, California</u></b></p> <ul style="list-style-type: none"> <li>• Prepared a Water Supply Assessment for the San Gabriel County Water District</li> </ul> |  |

## RESUMES

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| <b>Name &amp; Title:</b><br><b>Jenny Savron, E.I.T., Senior III</b>  | <b>Project Assignment:</b><br><b>Project Engineer</b>                                       |
| <b>Years of Experience with Firm</b><br>18   | <b>Years of Experience with Other Firms</b>   |
| <b>Education: Degree(s) / Year / Specialization:</b><br>B.S. Environmental Engineering / 2002 / University of California, Irvine | <b>Registrations / Certifications:</b><br>E.I.T. No. 116828, State of California, June 2003 |

### Experience Record

Ms. Savron has experience in water resource engineering including urban water management plans, water system master plans, water supply plans, hydrologic studies, water rights and supply evaluation, and water quality studies.

#### Develop Urban Water Management Plans:

- Upper San Gabriel Valley Municipal Water District
- City of Bakersfield
- City of Whittier
- City of San Jacinto
- City of South Pasadena
- City of Downey

#### San Gabriel River Watermaster

- Prepare an Annual Report identifying usable surface flow, unusable outflow and subsurface flow across Whittier Narrows

#### Main San Gabriel Basin Watermaster

- Participate in the development and implementation of the Five-Year Water Quality and Supply Plan.
- Prepare the Annual Report, which reviews each year's activities, water rights history and water use.
- Develop staff reports reviewing potential impacts on groundwater contamination as a result of drilling new wells.
- Prepare the annual Operating Safe Yield report.

#### Develop Water System Master Plan and Sewer Master Plan

- City of San Jacinto

#### Develop Water Supply Assessments

- San Gabriel County Water District
- City of South Pasadena
- City of Monrovia



## RESUMES

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| <b>Name &amp; Title:</b><br>Jake Lam, E.I.T.  | <b>Project Assignment:</b><br>Senior Assistant Engineer                                     |
| <b>Years of Experience with Firm:</b><br>1  | <b>Years of Experience with Other Firms:</b><br>2   |
| <b>Education: Degree(s) / Year / Specialization:</b><br>B.S. Environmental Engineering, May 2018, University of Southern California<br>M.S. Civil Engineering / Current / California State Polytechnic University, Pomona   | <b>Registrations / Certifications:</b><br>California Engineer-In-Training No. <u>165517</u> |
| <b>Experience Record:</b><br>Mr. Lam has experience with Soil Vapor Extraction systems and ion-exchange treatment systems and helping prepare Engineer's Reports, Watershed Sanitary Survey Reports, and Integrated Resources Plans.  |   |
| <b>February 2020 – Present, Stetson Engineers, Inc.</b>   |   |
| <b><u>Upper San Gabriel Valley Municipal Water District</u></b>   |   |
| - Assisted in preparing Integrated Resource Plan and identifying alternative water supply options for future water use planning   |   |
| <b><u>Azusa Light &amp; Water and Covina Irrigating Company</u></b>   |   |
| - Prepared update to the Watershed Sanitary Survey Report   |   |
| <b><u>Main San Gabriel Basin Watermaster</u></b>  |   |
| - Helped facilitate water rights transfers for adoption at monthly board meetings   |   |
| - Accounted changes in basin-wide cyclic storage balances   |   |
| <b>May 2018 – February 2020, Arcadis U.S., Inc.</b>   |   |
| <b><u>Remediation Engineering</u></b>   |   |
| SABIC Innovative Plastics (Arcadis U.S, Inc.)<br>Assisted in the operation and maintenance of a groundwater treatment system capable of treating 15,000 gallons per day. Became familiarized with ion-exchange resins, groundwater wells and extraction pumps, various instrumentation, and general SCADA management.   |   |
| Chevron (Arcadis U.S, Inc.)<br>Served as a task manager for various sites within Arcadis' Southern California Chevron portfolio. Experience with hands-on troubleshooting for soil-vapor extraction systems and groundwater treatment systems and have coordinated groundwater monitoring events, served as the health and safety officer during construction oversight events, and completed permits for system start-up phases.   |   |
| <b>MODELING</b>   |   |
| <b>Undergraduate and Graduate Studies</b>   |   |
| <ul style="list-style-type: none"><li><b>HEC-RAS:</b> Analyzed surface water conditions along the Sespe River near Ventura County during peak flows and extreme precipitation events. Observed the effect on surrounding natural and man-made structures.</li><li><b>EPANET:</b> Designed pipelines for areas of cities based on industrial, commercial, and residential demands. Able to see how the addition of reservoirs, booster stations, and larger demand affect pipes over time.</li><li><b>HEC-HMS:</b> Evaluated discharge flows over areas with varying land coverages.</li><li><b>AutoCAD:</b> Used AutoCAD to draw traffic control plans (for permitting) and plant layouts for a planned wastewater treatment plant.</li><li><b>ArcGIS:</b> Created maps for various counties and watersheds throughout the U.S.</li></ul> |   |
| <b>Jake Lam, Senior Assistant Engineer</b>  |   |

**RESUMES**

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| <b>Name &amp; Title:</b><br><b>Brenda Lopez</b> , Assistant Engineer   | <b>Project Assignment:</b><br>Project Engineer   |
| <b>Years of Experience with Firm</b><br>1  | <b>Years of Experience with Other Firms</b><br>1 |
| <b>Education: Degree(s) / Year / Specialization:</b><br>B.S. Environmental Engineering / 2018 / California Polytechnic State University, San Luis Obispo | <b>Registrations / Certifications:</b>           |

**Experience Record**

Ms. Lopez has experience preparing Risk and Resilience Assessments and also has experience in water quality, including laboratory work on drinking water and wastewater, and support for Title 22 water quality compliance programs.

**Azusa Light and Water**

- Assisted in preparing Risk and Resilience Assessment (RRA).

**California Domestic Water Company**

- Assisted in preparing RRA.

**Bracewell Engineering, Inc.**

- Supervised water and wastewater laboratory, performed lab analyses, and prepared lab reports for clients.
- Performed on site calibration of chlorine and turbidity meters for small water systems the company operated.
- Reviewed letters summarizing water quality results for various small water systems in Central and Northern California to the Division of Drinking Water (DDW).

**Main San Gabriel Basin Watermaster**

- Title 22 water quality monitoring and reporting support for over 20 drinking water systems.

**Raymond Basin Management Board**

- Title 22 water quality monitoring and reporting support for 7 drinking water systems.

**Central Basin Water Association**

- Title 22 water quality monitoring support for 5 drinking water systems.

**Orange County Water District**

- Assisted in preparing Consumer Confidence Reports (CCRs) for various Orange County cities.

## SECTION 5: QUALITY ASSURANCE/QUALITY CONTROL

Quality control is of paramount importance on all projects, particularly when they have potentially far-reaching consequences. Quality control involves achievement of quality standards within the parameters of project schedule and budget, without placing undue demands on management and technical personnel. Quality assurance and control are familiar terms in the construction trades, where they refer to standard engineering procedures for accepting or rejecting a work product or activities according to established criteria, specifications, or documentation requirements. In a project, the terms take on a different meaning, but the concepts are consistent. In gathering, reviewing, analyzing, and organizing data, Stetson assures quality by:

- Assigning to project work only those professionals who meet standards for training and experience;
- Having qualified senior engineers review technical performance;
- Having trained, experienced personnel review draft reports;
- Using approved, proven methods for data gathering;
- Organizing data into computerized data bases using state-of-the-art software and trained technicians;
- Fully documenting data base development, models, and all recommendations or conclusions;
- Identifying the level of detail required early in process; and
- Carefully and thoroughly consulting with all relevant parties

Management procedures, proposed communications and meetings, and report preparation procedures all help assure that these elements of quality control are exercised at all levels within project teams that fully-informed oversight may be exercised by the client.

Quality control is not just the responsibility of project principals or project managers, although accountability rests there. Stetson managers are all experienced at supervising and directing complex multi-disciplinary engineering and resource management projects, including projects involving extensive formal Quality Control/Quality Assurance programs.

## SECTION 6: REFERENCES

Provided below is a list of references of public agency clients for whom Stetson has completed RRAs and ERPs.

**1. California Domestic Water Company**

Mr. Ernesto 'Che' Venegas, *Director of Water Operations*  
15505 Whittier Blvd.  
Whittier, CA 90603  
Phone: (562) 947-3811  
Email: [cvenegas@caldomestic.com](mailto:cvenegas@caldomestic.com)

*Project: Preparation of RRA and ERP*

**2. Azusa Light and Water (City of Azusa)**

Mr. Jared Macias, *Assistant Director of Utilities*  
729 N. Azusa Avenue  
Azusa, CA 91702  
Phone: (626) 812-5225  
Email: [jmacias@ci.azusa.ca.us](mailto:jmacias@ci.azusa.ca.us)

*Project: Preparation of RRA and ERP*

**3. City of Monterey Park**

Ms. Amy Ho, *Principal Management Analyst*  
320 W Newmark Avenue  
Monterey Park, CA 91754  
Phone: (626) 307-1458  
Email: [amho@montereypark.ca.gov](mailto:amho@montereypark.ca.gov)

*Project: Preparation of RRA and ERP*

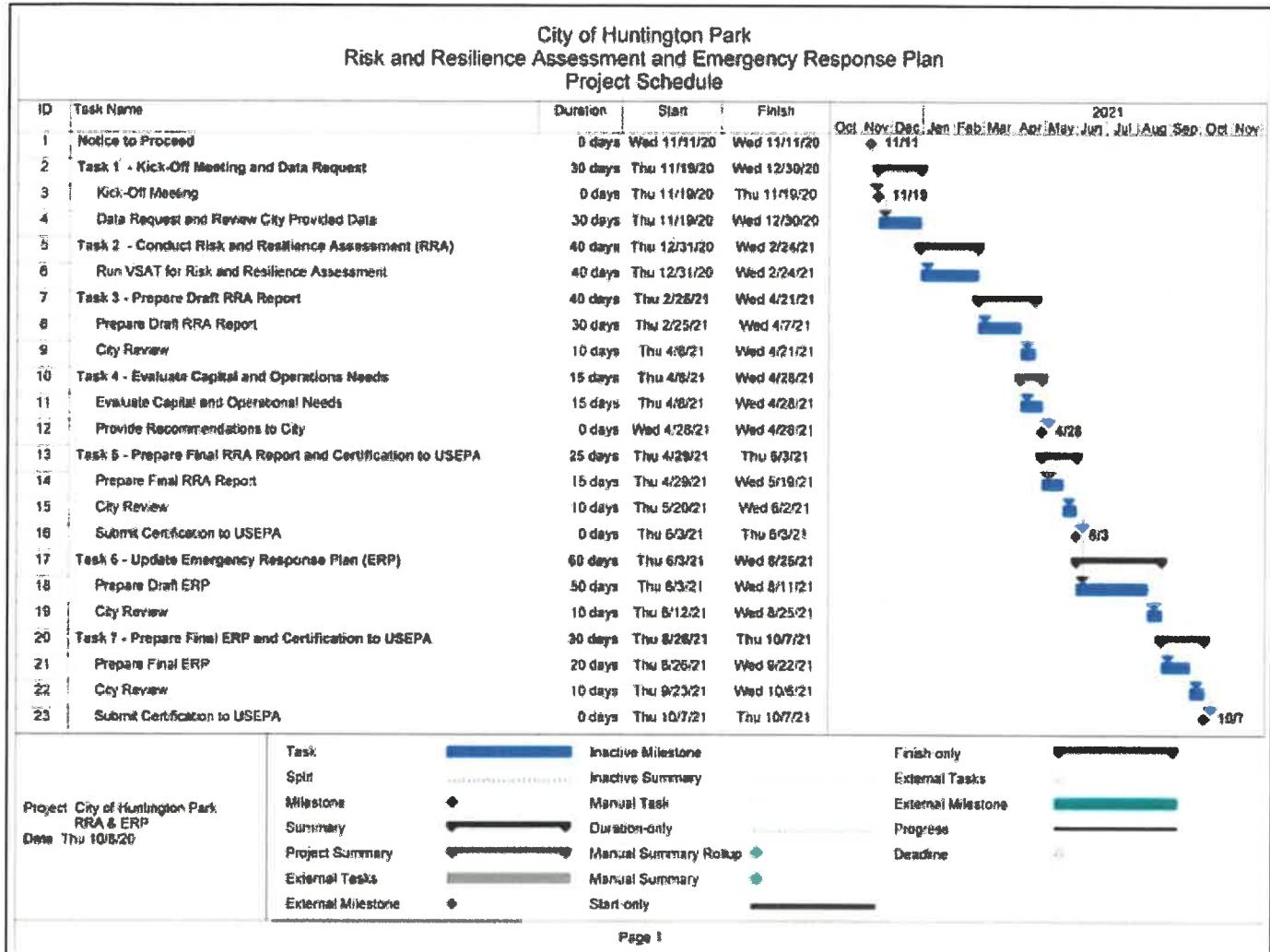
**4. Upper San Gabriel Valley Municipal Water District**

Mr. Tom Love, *General Manager*  
602 E. Huntington Drive, Suite B  
Monrovia, CA 91016  
Phone: (626) 443-2297  
Email: [tom@usgvmwd.org](mailto:tom@usgvmwd.org)

*Project: Preparation of ERP*

## SECTION 7: SCHEDULE AND SCHEDULE CONTROL

Stetson's Project Schedule for the City's RRA and ERP can be found below. The schedule outlines the required tasks to ensure both the RRA and ERP reports are completed by the USEPA mandated deadline of June 30, 2021 and December 30, 2021, respectively.



## SECTION 8: FEE SCHEDULE/COST PROPOSAL

The Fee Schedule/Cost Proposal will be provided under a separate sealed envelope, as required by the City's RFP.

**APPENDIX A**

**SIGNED ADDENDUMS No. 1 AND No. 2**

October 5, 2020

# CITY OF HUNTINGTON PARK

## Addendum No. 1

### REQUEST FOR PROPOSAL TO DEVELOP AMERICA'S WATER INFRASTRUCTURE ACT RISK AND RESILIENCE ASSESSMENTS AND EMERGENCY RESPONSE PLANS

The following modifications are hereby made a part of the Request for Proposal (RFP) and supersede, replace, and/or amend the provisions included in the original RFP. The following addendum is hereby made a part of the RFP:

1. Attached is the City of Huntington Park's Emergency Action-Response Plan. This is for reference only. Consultant must ensure that the City meets EPA guidelines with respect to the information required to be integrated in the Emergency Response Plan to be submitted on or before December 31, 2020.

The RFP due date/submission deadline remains the same (Wednesday, October 14, 2020 at 2:00 P.M.)

**End of Addendum No. 1**

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

By:   
Cesar Roldan, Director of Public Works

Date: October 5, 2020

**REQUEST FOR PROPOSAL TO  
DEVELOP AMERICA'S WATER INFRASTRUCTURE ACT  
RISK AND RESILIENCE ASSESSMENTS AND  
EMERGENCY RESPONSE PLANS**

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

## **Statement of Proposer's Acknowledgment**

**Please sign the acknowledgment below and include it as part of your proposal.**

Stephen B. Johnson  
Consultant Name

**Consultant Name**



---

**Signature**

10/4/20

Date

President  
Title

Title

Hereby acknowledge receipt of Addendum No. 1 to REQUEST FOR PROPOSAL TO DEVELOP AMERICA'S WATER INFRASTRUCTURE ACT RISK AND RESILIENCE ASSESSMENTS AND EMERGENCY RESPONSE PLANS 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

October 5, 2020

# CITY OF HUNTINGTON PARK

## Addendum No. 2

### REQUEST FOR PROPOSAL TO DEVELOP AMERICA'S WATER INFRASTRUCTURE ACT RISK AND RESILIENCE ASSESSMENTS AND EMERGENCY RESPONSE PLANS

The following modifications are hereby made a part of the Request for Proposal (RFP) and supersede, replace, and/or amend the provisions included in the original RFP. The following addendum is hereby made a part of the RFP:

1. City of Huntington Park's Emergency Action-Response Plan submission due date to the EPA is on or before **December 31, 2021**.

The RFP due date/submission deadline remains the same (Wednesday, October 14, 2020 at 2:00 P.M.)

**End of Addendum No. 2**

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

By:   
Cesar Roldan, Director of Public Works

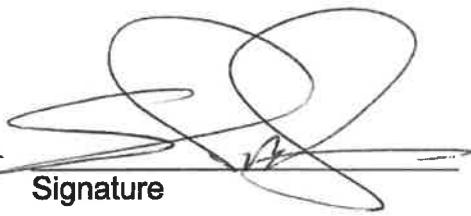
Date: October 5, 2020

**REQUEST FOR PROPOSAL TO  
DEVELOP AMERICA'S WATER INFRASTRUCTURE ACT  
RISK AND RESILIENCE ASSESSMENTS AND  
EMERGENCY RESPONSE PLANS**

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

**Statement of Proposer's Acknowledgment**

**Please sign the acknowledgment below and include it as part of your proposal.**

Stephen B Johnson   
Consultant Name Signature

10/6/20   
Date Title

**Hereby acknowledge receipt of Addendum No. 2 to REQUEST FOR PROPOSAL TO DEVELOP AMERICA'S WATER INFRASTRUCTURE ACT RISK AND RESILIENCE ASSESSMENTS AND EMERGENCY RESPONSE PLANS 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

# **FEE PROPOSAL**

**TO**  
**PROVIDE PROFESSIONAL SERVICES**  
**TO**

**DEVELOP AMERICA'S WATER  
INFRASTRUCTURE ACT  
RISK AND RESILIENCE ASSESSMENT  
AND EMERGENCY RESPONSE PLAN**

**SUBMITTED TO:**

**CITY OF HUNTINGTON PARK - CITY CLERK'S OFFICE  
ATTN: CESAR ROLDAN, DIRECTOR OF PUBLIC WORKS  
6550 MILES AVE.  
HUNTINGTON PARK, CA 90255**

**OCTOBER 14, 2020**



861 Village Oaks Drive, Suite 100 • Covina, California 91724  
Phone: (626) 967-6202 • FAX: (626) 331-7065 • Web site: [www.stetsonengineers.com](http://www.stetsonengineers.com)

Northern California • Southern California • Arizona • Colorado



861 Village Oaks Drive, Suite 100 • Covina, California 91724  
Phone: (626) 967-6202 • FAX: (626) 331-7065 • Web site: [www.stetsonengineers.com](http://www.stetsonengineers.com)

Northern California • Southern California • Arizona • Colorado

M1106

October 14, 2020

Mr. Cesar Roldan  
Director of Public Works  
City of Huntington Park – City Clerk's Office  
6550 Miles Ave.  
Huntington Park, CA 90255

Subject: Fee Proposal to Provide Professional Services to Develop America's Water Infrastructure Act (AWIA) Risk and Resilience Assessment (RRA) and Emergency Response Plan (ERP)

Dear Mr. Roldan:

Stetson Engineers Inc. (Stetson) is pleased to provide the enclosed Fee Proposal in response to the City of Huntington Park (City) Request for Proposals (RFP) to Provide Professional Services to Develop America's Water Infrastructure Act (AWIA) Risk and Resilience Assessment (RRA) and Emergency Response Plan (ERP). Also enclosed is Stetson's standard schedule of hourly rates and charges.

The enclosed proposed Fee Proposal is a "Not-to-Exceed" amount of \$32,900. Stetson has reviewed the requirements in the City's Request for Proposals and prepared the enclosed proposed fee based on Stetson's proposed scope of work.

Thank you for considering Stetson's Fee Proposal. We look forward to demonstrating Stetson's capabilities to the City of Huntington Park.

Sincerely,



Stephen B. Johnson, P.E.  
President  
Stetson Engineers Inc.

**STETSON ENGINEERS INC.**  
**PROJECT BUDGET AND STAFF ALLOCATION**  
**CITY OF HUNTINGTON PARK**  
**RISK AND RESILIENCE ASSESSMENT AND EMERGENCY RESPONSE PLAN**

**STETSON PROPOSAL**      \$ **32,900**

|                                 |                      | Task 1                                     |       | Task 2                   |                 | Task 3                                |                 | Task 4                                     |       | Task 5                               |                 | Task 6                              |                 | Task 7           |                    |                  |                  |  |           |                 |  |          |                 |  |                  |
|---------------------------------|----------------------|--|-------|--------------------------|-----------------|---------------------------------------|-----------------|--|-------|--------------------------------------|-----------------|-------------------------------------|-----------------|------------------|--------------------|------------------|------------------|--|-----------|-----------------|--|----------|-----------------|--|------------------|
| Kick-Off Meeting & Data Request |                      | Conduct Risk & Resilience Assessment (RRA) |       | Prepare Draft RRA Report |                 | Evaluate Capital and Operations Needs |                 | Prepare Final RRA Report and Certification |       | Update Emergency Response Plan (ERP) |                 | Prepare Final ERP and Certification |                 |                  | Totals             |                  |                  |  |           |                 |  |          |                 |  |                  |
| Staff Name                      | Role                 | Hourly Rate                                | Hours | Cost                     | Hours           | Cost                                  | Hours           | Cost                                       | Hours | Cost                                 | Hours           | Cost                                | Hours           | Cost             | Sub-Total Hrs      | Sub-Total Cost   |                  |  |           |                 |  |          |                 |  |                  |
| Stephen B. Johnson              | Project Principal    | \$237                                      | 0     | \$0                      | 0               | \$0                                   | 2               | \$474                                      | 0     | \$0                                  | 0               | \$0                                 | 2               | \$474            | 0                  | \$474            |                  |  |           |                 |  |          |                 |  |                  |
| Jeff Heisley                    | Supervising Engineer | \$206                                      | 2     | \$412                    | 2               | \$412                                 | 4               | \$824                                      | 1     | \$206                                | 0               | \$0                                 | 2               | \$412            | 1                  | \$412            |                  |  |           |                 |  |          |                 |  |                  |
| Stan Chen                       | Senior Engineer      | \$165                                      | 8     | \$1,320                  | 14              | \$2,310                               | 12              | \$1,980                                    | 6     | \$990                                | 8               | \$1,320                             | 12              | \$1,980          | 4                  | \$660            |                  |  |           |                 |  |          |                 |  |                  |
| Sam Lo                          | Senior Engineer      | \$165                                      | 16    | \$2,640                  | 24              | \$3,960                               | 12              | \$1,980                                    | 6     | \$990                                | 8               | \$1,320                             | 4               | \$660            | 0                  | \$0              |                  |  |           |                 |  |          |                 |  |                  |
| Jenny Savron                    | Project Engineer     | \$134                                      | 0     | \$0                      | 4               | \$536                                 | 0               | \$0  | 0     | \$0                                  | 0               | \$0                                 | 4               | \$536            | 0                  | \$0              |                  |  |           |                 |  |          |                 |  |                  |
| Erenda Lopez                    | Assistant Engineer   | \$100                                      | 0     | \$0                      | 8               | \$800                                 | 4               | \$320                                      | 0     | \$0                                  | 0               | \$0                                 | 4               | \$320            | 0                  | \$0              |                  |  |           |                 |  |          |                 |  |                  |
|                                 |                      | <b>Sub Total</b>                           |       | <b>\$ 4,322</b>          | <b>\$ 8,018</b> |                                       | <b>\$ 6,194</b> | <b>\$ 2,198</b>                            |       | <b>\$ 2,640</b>                      | <b>\$ 7,578</b> |                                     | <b>\$ 1,402</b> | <b>\$ 32,490</b> |                    | <b>\$ 32,490</b> |                  |  |           |                 |  |          |                 |  |                  |
|                                 |                      | <b>Expenses</b>                            |       | <b>\$ 50</b>             | <b>\$ -</b>     |                                       | <b>\$ 100</b>   | <b>\$ -</b>                                |       | <b>\$ 100</b>                        | <b>\$ -</b>     |                                     | <b>\$ 100</b>   | <b>\$ 350</b>    |                    | <b>\$ 350</b>    |                  |  |           |                 |  |          |                 |  |                  |
|                                 |                      | <b>Total</b>                               |       | <b>26</b>                | <b>\$ 4,422</b> |                                       | <b>52</b>       | <b>\$ 8,018</b>                            |       | <b>38</b>                            | <b>\$ 6,294</b> |                                     | <b>13</b>       | <b>\$ 2,198</b>  |                    | <b>16</b>        | <b>\$ 2,740</b>  |  | <b>52</b> | <b>\$ 7,678</b> |  | <b>9</b> | <b>\$ 1,502</b> |  | <b>\$ 32,840</b> |
|                                 |                      |  |       |                          |                 |                                       |                 |  |       |                                      |                 |                                     |                 |                  | <b>Grand Total</b> |                  | <b>\$ 32,840</b> |  |           |                 |  |          |                 |  |                  |

Notes:

Reimbursable expenses include reproduction costs, mileage, computer charges, telephone and other expenses billed at cost on Fee Schedule.



2171 E. Francisco Blvd, Suite K • San Rafael, California 94901  
Phone: (415) 457-0701 • Fax: (415) 457-1638 • Website: [www.stetsonengineers.com](http://www.stetsonengineers.com)

Northern California • Southern California • Arizona • Colorado • Oregon

## Standard Billing Rate Schedule

### Professional Fees

|   |                 |                 |
|---|-----------------|-----------------|
| <b>Principal</b>                        | <b>\$237.00</b> | <b>Per Hour</b> |
| <b>Special Project Director</b>         | <b>\$237.00</b> | <b>Per Hour</b> |
| <b>Project Manager, Senior</b>          | <b>\$206.00</b> | <b>Per Hour</b> |
| <b>Supervisor I</b>                     | <b>\$206.00</b> | <b>Per Hour</b> |
| <b>Supervising Soil Scientist</b>       | <b>\$191.00</b> | <b>Per Hour</b> |
| <b>Supervisor II</b>                    | <b>\$191.00</b> | <b>Per Hour</b> |
| <b>Supervisor III</b>                   | <b>\$185.00</b> | <b>Per Hour</b> |
| <b>Senior I</b>                         | <b>\$165.00</b> | <b>Per Hour</b> |
| <b>Senior II</b>                        | <b>\$149.00</b> | <b>Per Hour</b> |
| <b>Senior III</b>                       | <b>\$134.00</b> | <b>Per Hour</b> |
| <b>Construction Manager</b>             | <b>\$134.00</b> | <b>Per Hour</b> |
| <b>Construction Manager / Oversight</b> | <b>\$118.00</b> | <b>Per Hour</b> |
| <b>Senior Construction Inspector</b>    | <b>\$118.00</b> | <b>Per Hour</b> |
| <b>Senior Field Geologist</b>           | <b>\$134.00</b> | <b>Per Hour</b> |
| <b>Senior Associate</b>                 | <b>\$128.00</b> | <b>Per Hour</b> |
| <b>Associate I</b>                      | <b>\$122.00</b> | <b>Per Hour</b> |
| <b>Associate II</b>                     | <b>\$116.00</b> | <b>Per Hour</b> |
| <b>Associate III</b>                    | <b>\$111.00</b> | <b>Per Hour</b> |
| <b>Associate Soil Scientist</b>         | <b>\$111.00</b> | <b>Per Hour</b> |
| <b>Senior Assistant</b>                 | <b>\$103.00</b> | <b>Per Hour</b> |
| <b>Assistant I</b>                      | <b>\$98.00</b>  | <b>Per Hour</b> |
| <b>Assistant II</b>                     | <b>\$93.00</b>  | <b>Per Hour</b> |
| <b>Assistant Soil Scientist</b>         | <b>\$93.00</b>  | <b>Per Hour</b> |
| <b>Assistant III</b>                    | <b>\$88.00</b>  | <b>Per Hour</b> |
| <b>GIS Manager</b>                      | <b>\$122.00</b> | <b>Per Hour</b> |
| <b>GIS Specialist I</b>                 | <b>\$101.00</b> | <b>Per Hour</b> |
| <b>GIS Specialist II</b>                | <b>\$91.00</b>  | <b>Per Hour</b> |
| <b>Technical Illustrator</b>            | <b>\$88.00</b>  | <b>Per Hour</b> |
| <b>AutoCAD Technician</b>               | <b>\$88.00</b>  | <b>Per Hour</b> |
| <b>Soil Technician</b>                  | <b>\$77.00</b>  | <b>Per Hour</b> |
| <b>Aide I</b>                           | <b>\$72.00</b>  | <b>Per Hour</b> |
| <b>Aide II</b>                          | <b>\$62.00</b>  | <b>Per Hour</b> |
| <b>Aide III</b>                         | <b>\$57.00</b>  | <b>Per Hour</b> |
| <b>Project Coordinator I</b>            | <b>\$134.00</b> | <b>Per Hour</b> |
| <b>Project Coordinator II</b>           | <b>\$98.00</b>  | <b>Per Hour</b> |
| <b>Project Coordinator III</b>          | <b>\$88.00</b>  | <b>Per Hour</b> |
| <b>Contract Management</b>              | <b>\$103.00</b> | <b>Per Hour</b> |
| <b>Administrative I</b>                 | <b>\$72.00</b>  | <b>Per Hour</b> |
| <b>Administrative II</b>                | <b>\$67.00</b>  | <b>Per Hour</b> |
| <b>Administrative III</b>               | <b>\$62.00</b>  | <b>Per Hour</b> |

*Effective January 1, 2019*

## Direct Expense Rates

| Expense Description                         | Billing Rate     |
|---|------------------|
| Fax   | \$0.30 / Page    |
| Mileage                                     | ** / Mile        |
| Reproduction: Black & White (In-House)      | \$0.15 / Page    |
| Reproduction: Color - 8.5" x 11" (In-House) | \$0.89 / Page    |
| Reproduction: Color - 11" x 17" (In-House)  | \$1.89 / Page    |
| Plotter Reproduction (In-House)             | \$1.50 / Sq. Ft. |
| Specialty Computer Expense (In-House)       | \$15.00 / Hour   |
| 4x4 Truck with Drill Rig                    | \$150.00 / Day   |
| Survey Equipment                            | \$120.00 / Day   |

Notes:

- 1) \* Mileage is billed at the current IRS approved mileage rate and may be subject to change.
- 2) Subcontractor services will be charged at cost plus 10% administration fee.
- 3) All other project reimbursable expenses (i.e., telephone, commercial transportation, meals, lodging, postage, outside reproduction, etc.) will be billed at cost.
- 4) Testimony fees are 150% of standard rates and apply to depositions, court time and time spent on stand-by at attorney's request. Travel time and preparation time is charged at standard rates. Stetson Engineers Inc. authorizes only staff at associate classification or higher to testify as expert witnesses.

**ATTACHMENT B**



**ATTACHMENT B**  
**CONSULTANT PROPOSALS**  
**AVAILABLE AT CITY CLERK'S OFFICE**



**ITEM NO. 7**



# CITY OF HUNTINGTON PARK

Public Works Department  
City Council Agenda Report



November 17, 2020

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

Dear Mayor and Members of the City Council:

## **CONSIDERATION AND APPROVAL OF AWARD OF A CONSTRUCTION CONTRACT FOR CIP 2019-06 STREET ENHANCEMENT PROJECT**

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

1. Approve the construction contract to Excel Paving Co. for the construction of CIP 2019-06 Street Enhancement Project as the lowest responsive, responsible bidder for a not-to-exceed amount of \$834,824.94;
2. Appropriate \$584,825 from SB1 funds (Gas Tax Fund) from Account No. 221-8010-431.76-12 and \$250,000 from the Measure R Fund from Account No. 222-8010-431.76-12;
3. Appropriate a ten percent (10%) construction contingency of \$83,482 payable from SB1 funds (Gas Tax Fund) Account No. 221-8010-431.76-12; and
4. Authorize the City Manager to execute the construction contract agreement.

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

On October 6, 2020, the City Council authorized staff to advertise the Notice Inviting Bid (NIB) for 2019-06 Street Enhancement Project (Project). The three roadway segments in the table below were chosen for street pavement resurfacing.

| Street Name      | Beginning Location | Ending Location   |
|------------------|--------------------|-------------------|
| Albany Street    | Gage Avenue        | Laura Avenue      |
| Mortimer Avenue  | West City Limits   | Santa Fe Avenue   |
| Santa Ana Street | State Street       | California Avenue |

The NIB was published on October 9, 2020 in a newspaper of general circulation. The plans and specifications were also accessed and redistributed by several electronic

## **CONSIDERATION AND APPROVAL OF AWARD OF A CONSTRUCTION CONTRACT FOR CIP 2019-06 STREET ENHANCEMENT PROJECT**

November 17, 2020

Page 2 of 3

media outlets that post the bid package on e-bid boards. A bid opening was held on November 4, 2020 where the City Clerk opened and read seven (7) bids. The following is the ranking of bids commencing from the lowest responsive, responsible bid:

| <b>Bidder (lowest bid first)</b> | <b>Total Bid Shown on Bidder's Proposal</b> |
|----------------------------------|---|
| Excel Paving                     | \$834,824.94                                |
| Hardy & Harper, Inc.             | \$836,000.00                                |
| Sequel Contractors, Inc.         | \$854,597.90                                |
| Onyx Paving Company              | \$876,000.00                                |
| All American Asphalt             | \$972,222.00                                |
| Shawnan                          | \$995,048.40                                |
| Access Pacific                   | \$1,075,109.22                              |

Excel Paving 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 Excel Paving the contract agreement (Attachment A) for a not-to-exceed amount of \$834,824.94. The remaining bid proposals are available in the City Clerk's Office (Attachment B) and itemized bid results for comparative analysis is included as Attachment C.

### **LEGAL REQUIREMENT**

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

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

### **FISCAL IMPACT/FINANCING**

Excel Paving submitted the most responsive, responsible bid for \$834,824.94. Staff recommends the appropriation of \$584,825 from SB1 funds (Gas Tax Fund) from Account No. 221-8010-431.76-12 and \$250,000 from the Measure R Fund from Account No. 222-8010-431.76-12. Additionally, staff recommends the appropriation of a ten percent (10%) construction contingency of \$83,482 payable from SB1 funds (Gas Tax Fund) Account No. 221-8010-431.76-12. Authority will be granted to the City Manager to approve any and all negotiated construction change orders in good faith.

### **CONCLUSION**

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

Respectfully submitted,

**CONSIDERATION AND APPROVAL OF AWARD OF A CONSTRUCTION CONTRACT  
FOR CIP 2019-06 STREET ENHANCEMENT PROJECT**

November 17, 2020

Page 3 of 3



**RICARDO REYES**  
City Manager



**CESAR ROLDAN**  
Director of Public Works

**ATTACHMENT(S)**

- A. Excel Paving Co. Agreement
- B. Construction Bids
- C. Bid Results



**ATTACHMENT A**





**CONTRACTOR SERVICES AGREEMENT**  
CIP 2019-06 Street Enhancement Project

THIS CONTRACTOR SERVICES AGREEMENT ("Agreement") is made and entered into this 17<sup>th</sup> day of November 2020 (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and PALP, Inc. DBA Excel Paving Company (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 **November 18, 2020 to June 30, 2021**. 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 **\$834,824.94** (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, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:
  - A. **Commercial General Liability Insurance:** CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general

aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and CONTRACTOR dual liability.

- B. **Automobile Liability Insurance:** CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per accident for bodily injury and property damage.
- C. **Workers' Compensation Insurance / Employer's Liability Insurance:** A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONTRACTOR and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONTRACTOR in the course of carrying out the Work contemplated in this Agreement.

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

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

3.4 **PRIMACY OF CONTRACTOR'S INSURANCE:** All policies of insurance provided by CONTRACTOR shall be primary to any coverage available to CITY or CITY'S elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY'S elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONTRACTOR'S insurance and shall not contribute with it.

3.5 **WAIVER OF SUBROGATION:** All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR officers, employees, agents, CONTRACTOR or SUB-CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY.

3.6 **VERIFICATION OF COVERAGE:** CONTRACTOR acknowledges, understands and agrees, that CITY'S ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY'S financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONTRACTOR warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONTRACTOR'S commencement of any work or any of the Work. Upon CITY'S written request, CONTRACTOR shall also provide CITY with certified copies of all required insurance policies and endorsements.

#### IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY'S elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of CONTRACTOR'S commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR'S performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement.
- 4.3 CITY shall have the right to offset against the amount of any compensation due CONTRACTOR under this Agreement any amount due CITY from CONTRACTOR as a result of CONTRACTOR'S failure to pay CITY promptly any indemnification arising under this Article and related to CONTRACTOR'S failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONTRACTOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to CITY and CITY'S elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required herein, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY'S elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR'S, SUB-CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY'S choice.
- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

## V. TERMINATION

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

5.2 **EVENTS OF DEFAULT; BREACH OF AGREEMENT:**

A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

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

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

In addition to any other failure on the part of CONTRACTOR to perform any duty, obligation, service

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

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

iv. CITY may exercise any other available and lawful right or remedy.

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

G. In the event CITY is in breach of this Agreement, CONTRACTOR'S sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks.

5.3 **SCOPE OF WAIVER:** No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

5.4 **SURVIVING ARTICLES, SECTIONS AND PROVISIONS:** The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

## VI. MISCELLANEOUS PROVISIONS

6.1 **DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY:** All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONTRACTOR shall require all SUB-CONTRACTORS working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any CONTRACTOR as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.

6.2 **CONFIDENTIALITY:** All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONTRACTOR shall not use CITY'S name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

6.3 **FALSE CLAIMS ACT:** CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., section 3789 et seq. and the California False Claims Act, Government Code section 12650 et seq.

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

**CONTRACTOR:**

PALP, Inc. DBA Excel Paving Company  
2230 Lemon Avenue  
Long Beach, CA 90806  
Curtis P. Brown III, President  
Phone: (562) 599-5841

**CITY:**

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

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

6.5 **COOPERATION; FURTHER ACTS:** The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

6.6 **SUBCONTRACTING:** CONTRACTOR shall not SUB-CONTRACTOR any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. SUB-CONTRACTORS (including without limitation SUB-CONTRACTORS with Sub-CONTRACTOR'S), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

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

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

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

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

6.11 **ATTORNEYS' FEES:** If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.

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

6.13 **NO THIRD-PARTY BENEFIT:** There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

6.14 **CONSTRUCTION OF AGREEMENT:** This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

6.15 **SEVERABILITY:** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

6.16 **AMENDMENT; MODIFICATION:** No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

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

6.18 **INCONSISTENCIES OR CONFLICTS:** In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.

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

6.20 **COUNTERPARTS:** This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterpart(s) shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONTRACTOR and the remaining two original counterparts shall be retained by CITY.

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

**CITY OF HUNTINGTON PARK:**

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By: Ricardo Reyes  
City Manager

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

**EXCEL PAVING COMPANY:**

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By: Curtis P. Brown III  
President

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

**APPROVED AS TO FORM:**

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By: City Attorney

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

**EXHIBIT "A"**  
**SCOPE OF WORK**  
**EXCEL PAVING COMPANY**

**PROPOSAL**  
**FOR**  
**STREET ENHANCEMENT PROJECT**  
**FY 2020/2021**  
**PROJECT NO. CIP 2019-06**  
**IN THE CITY OF HUNTINGTON PARK**

**TO THE CITY OF HUNTINGTON PARK, as AGENCY**

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

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

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

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

**BID PROPOSAL**  
**FOR**  
**STREET ENHANCEMENT PROJECT**  
**FY 2020/2021**  
**PROJECT NO. CIP 2019-06**  
**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:

**SCHEDULE "A" BASE BID**

| ITEM NO. | DESCRIPTION  | UNIT | EST. QTY | UNIT PRICE | EXTENDED AMOUNT |
|----------|--|------|----------|------------|-----------------|
| 1        | Mobilization and Demobilization                                    | LS   | 1        | 58000.-    | 58000.-         |
| 2        | Implementation of BMP's  | LS   | 1        | 6000.-     | 6000.-          |
| 3        | Traffic Control  | LS   | 1        | 35000.-    | 35000.-         |
| 4        | Construction Survey  | LS   | 1        | 16000.-    | 16000.-         |
| 5        | Install Public Improvement Project Sign                            | EA   | 2        | 500.-      | 1000..          |
| 6        | Adjust Sanitary Sewer Manhole Frame and Cover                      | EA   | 11       | 500.-      | 5500.-          |
| 7        | Adjust Storm Drain Manhole Frame and Cover                         | EA   | 6        | 500.-      | 3000.-          |
| 8        | Adjust Gas Valve Box   | EA   | 8        | 300.-      | 2400.-          |
| 9        | Adjust Water Valve Box   | EA   | 19       | 300.-      | 5700.-          |
| 10       | Prune Tree Roots and Install Root Barrier (10' Long and 18" Depth) | EA   | 4        | 500.-      | 2000.-          |
| 11       | Remove and Replace Concrete Vertical Curb (8"CF)                   | LF   | 151      | 63.-       | 9513.-          |
| 12       | Remove and Replace Concrete Gutter Pan                             | LF   | 202      | 74..       | 14948.-         |

| ITEM NO. | DESCRIPTION   | UNIT | EST. QTY | UNIT PRICE | EXTENDED AMOUNT |
|----------|---|------|----------|------------|-----------------|
| 13       | Remove and Replace Concrete Curb and Gutter (8" CF) | LF   | 309      | 62.-       | 19158.-         |
| 14       | Remove and Replace Concrete Driveway Approach       | SF   | 1,390    | 21.-       | 29190.-         |
| 15       | Remove and Replace Concrete Curb Ramp               | EA   | 21       | 6000.-     | 126000.-        |
| 16       | Asphalt Pavement Wedge Grind (6' Wide)              | SF   | 17,831   | 0.34       | 6062.54         |
| 17       | Asphalt Pavement Conform Grind (15' Wide)           | SF   | 2,988    | 1.-        | 2988.-          |
| 18       | Cold Mill Asphalt Pavement (2" Depth)               | SY   | 5,560    | 3.-        | 16680.-         |
| 19       | Cold Mill Asphalt Pavement (3" Depth)               | SY   | 7,603    | 4.-        | 30412.-         |
| 20       | Cold Mill Asphalt Pavement (5.5" Depth)             | SY   | 2,879    | 7.-        | 20153.-         |
| 21       | Cold Mill Asphalt Pavement (8" Depth)               | SY   | 2,839    | 11.-       | 31229.-         |
| 22       | ARHM Pavement (2" Depth)                            | TON  | 688      | 89.-       | 61232.-         |
| 23       | HMA Pavement (4" Depth)                             | TON  | 1,882    | 70.-       | 131740.-        |
| 24       | HMA Pavement (5.5" Depth)                           | TON  | 980      | 70.-       | 68600.-         |
| 25       | HMA Pavement (8" Depth)                             | TON  | 1,405    | 70.-       | 98350.-         |
| 26       | Base Repairs (4" Depth)                             | SF   | 2,102    | 6.-        | 12612.-         |
| 27       | Caltrans Type "A" Detector Loop                     | EA   | 2        | 265.-      | 530.-           |
| 28       | Caltrans Type "D" Detector Loop                     | EA   | 1        | 265.-      | 265.-           |
| 29       | Caltrans Type "E" Detector Loop                     | EA   | 9        | 265.-      | 2385.-          |
| 30       | Caltrans Type "F" Detector Loop                     | EA   | 5        | 365.-      | 1825.-          |
| 31       | Curb Paint (Red)                                    | LF   | 407      | 1.-        | 407.-           |
| 32       | Curb Paint (White)                                  | LF   | 171      | 1.-        | 171.-           |
| 33       | Thermoplastic Advanced Limit Line                   | LF   | 56       | 3.-        | 168.-           |
| 34       | Thermoplastic Limit Line                            | LF   | 118      | 3.-        | 354.-           |
| 35       | Thermoplastic Yield Line                            | LF   | 30       | 10.-       | 300.-           |
| 36       | Basic Crosswalk (White)                             | LF   | 292      | 3.-        | 876.-           |
| 37       | Basic Crosswalk (Yellow)                            | LF   | 331      | 3.-        | 993.-           |

| ITEM NO.                                 | DESCRIPTION  | UNIT | EST. QTY | UNIT PRICE | EXTENDED AMOUNT |
|--|--|------|----------|------------|-----------------|
| 38                                       | Thermoplastic Stripe - Caltrans Detail 1                               | LF   | 2,082    | 0.80       | 1665.60         |
| 39                                       | Thermoplastic Stripe - Caltrans Detail 2                               | LF   | 867      | 0.60       | 693.60          |
| 40                                       | Thermoplastic Stripe - Caltrans Detail 21                              | LF   | 439      | 1.-        | 439.-           |
| 41                                       | Thermoplastic Stripe - Caltrans Detail 22                              | LF   | 1,171    | 1.20       | 1405.20         |
| 42                                       | Thermoplastic Stripe - Caltrans Detail 38                              | LF   | 70       | 2.-        | 140.-           |
| 43                                       | Thermoplastic Pavement Markings, Arrows, And Symbols (White Or Yellow) | SF   | 552      | 5.-        | 2760.-          |
| 44                                       | Fire Hydrant Blue Marker   | EA   | 16       | 10.-       | 160.-           |
| 45                                       | Furnish and Install Rubber Speed Cushion                               | EA   | 3        | 1400.-     | 4200.-          |
| 46                                       | Furnish and Install Traffic Sign on Post                               | EA   | 4        | 400.-      | 1600.-          |
| TOTAL AMOUNT SCHEDULE "A" BID IN FIGURES |  |      |          |            | \$ 834824.94    |

### SCHEDULE "B" ALTERNATE BID

| ITEM NO. | DESCRIPTION                                   | UNIT | EST. QTY | UNIT PRICE | EXTENDED AMOUNT |
|----------|---|------|----------|------------|-----------------|
| 1        | Mobilization and Demobilization               | LS   | 1        | 18000.-    | 18000.-         |
| 2        | Implementation of BMP's                       | LS   | 1        | 8000.-     | 8000.-          |
| 3        | Traffic Control                               | LS   | 1        | 43000.-    | 43000.-         |
| 4        | Construction Survey                           | LS   | 1        | 16000.-    | 16000.-         |
| 5        | Install Public Improvement Project Sign       | EA   | 2        | 500.-      | 1000.-          |
| 6        | Adjust Sanitary Sewer Manhole Frame and Cover | EA   | 11       | 500.-      | 5500.-          |
| 7        | Adjust Storm Drain Manhole Frame and Cover    | EA   | 6        | 500.-      | 3000.-          |
| 8        | Adjust Gas Valve Box                          | EA   | 8        | 300.-      | 2400.-          |

| ITEM NO. | DESCRIPTION  | UNIT | EST. QTY | UNIT PRICE          | EXTENDED AMOUNT |
|----------|--|------|----------|---------------------|-----------------|
| 9        | Adjust Water Valve Box   | EA   | 19       | 300.-               | 5700.-          |
| 10       | Prune Tree Roots and Install Root Barrier (10' Long and 18" Depth) | EA   | 4        | 500.-               | 2000.-          |
| 11       | Remove and Replace Concrete Vertical Curb (8"CF)                   | LF   | 151      | 63.-                | 9513.-          |
| 12       | Remove and Replace Concrete Gutter Pan                             | LF   | 202      | 74.-                | 14948.-         |
| 13       | Remove and Replace Concrete Curb and Gutter (8" CF)                | LF   | 309      | 62.-                | 19158.-         |
| 14       | Remove and Replace Concrete Driveway Approach                      | SF   | 1,390    | 21.-                | 29190.-         |
| 15       | Remove and Replace Concrete Curb Ramp                              | EA   | 21       | 6000.-<br>6.- (PBH) | 126000.-        |
| 18       | Cold Mill Asphalt Pavement (2" Depth)                              | SY   | 5,560    | 3.-                 | 16680.-         |
| 19       | Cold Mill Asphalt Pavement (3" Depth)                              | SY   | 7,603    | 4.-                 | 30412.-         |
| 22       | ARHM Pavement (2" Depth)   | TON  | 688      | 110.-               | 75680.-         |
| 27       | Caltrans Type "A" Detector Loop                                    | EA   | 2        | 265.-               | 530.-           |
| 28       | Caltrans Type "D" Detector Loop                                    | EA   | 1        | 285.-               | 285.-           |
| 29       | Caltrans Type "E" Detector Loop                                    | EA   | 9        | 265.-               | 2385.-          |
| 30       | Caltrans Type "F" Detector Loop                                    | EA   | 5        | 365.-               | 1825.-          |
| 31       | Curb Paint (Red)   | LF   | 407      | 1.-                 | 407.-           |
| 32       | Curb Paint (White)   | LF   | 171      | 1.-                 | 171.-           |
| 33       | Thermoplastic Advanced Limit Line                                  | LF   | 56       | 3.-                 | 168.-           |
| 34       | Thermoplastic Limit Line   | LF   | 118      | 3.-                 | 354.-           |
| 35       | Thermoplastic Yield Line   | LF   | 30       | 10.-                | 300.-           |
| 36       | Basic Crosswalk (White)  | LF   | 292      | 3.-                 | 876.-           |
| 37       | Basic Crosswalk (Yellow)   | LF   | 331      | 3.-                 | 993.-           |
| 38       | Thermoplastic Stripe - Caltrans Detail 1                           | LF   | 2,082    | 0.80                | 1665.60         |
| 39       | Thermoplastic Stripe - Caltrans Detail 2                           | LF   | 867      | 0.80                | 693.60          |
| 40       | Thermoplastic Stripe - Caltrans Detail 21                          | LF   | 439      | 1.-                 | 439.-           |

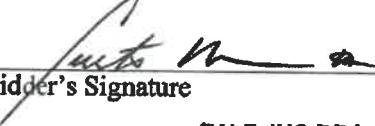
| ITEM NO.                                 | DESCRIPTION  | UNIT | EST. QTY | UNIT PRICE                 | EXTENDED AMOUNT |
|--|--|------|----------|----------------------------|-----------------|
| 41                                       | Thermoplastic Stripe - Caltrans Detail 22                              | LF   | 1,171    | 1.20                       | 1405.20         |
| 42                                       | Thermoplastic Stripe - Caltrans Detail 38                              | LF   | 70       | 2.-                        | 140.-           |
| 43                                       | Thermoplastic Pavement Markings, Arrows, And Symbols (White Or Yellow) | SF   | 552      | 5.-                        | 2760.-          |
| 44                                       | Fire Hydrant Blue Marker   | EA   | 16       | 10.-                       | 160.-           |
| 45                                       | Furnish and Install Rubber Speed Cushion                               | EA   | 3        | 1400.-                     | 4200.-          |
| 46                                       | Furnish and Install Traffic Sign on Post                               | EA   | 4        | 400.-                      | 1600.-          |
| 47                                       | Cold Mill Asphalt Pavement (4" Depth)                                  | SY   | 5,718    | 5.-                        | 28590.-         |
| 48                                       | Cement Stabilized Pulverized Base (CSPB) (6" Depth)                    | SY   | 7,603    | 11.-                       | 83633.-         |
| 49                                       | Cement Stabilized Pulverized Base (CSPB) (6.5" Depth)                  | SY   | 2,879    | 26.-                       | 74854.-         |
| 50                                       | Cement Stabilized Pulverized Base (CSPB) (7" Depth)                    | SY   | 2,839    | 24.-                       | 59619.-         |
| 51                                       | Portland Cement for CSPB   | TON  | 158      | 157.-                      | 24806.-         |
| 52                                       | Microcracking of CSPB  | SY   | 13,321   | 0.64<br>6.4000000000000005 | 8525.44         |
| 53                                       | HMA Pavement (3" Depth)  | TON  | 1,411    | 95..                       | 134045.-        |
| 54                                       | HMA Pavement (4" Depth)  | TON  | 1,415    | 95..                       | 134425.-        |
| TOTAL AMOUNT SCHEDULE "B" BID IN FIGURES |  |      |          |                            | \$ 1056035.84   |

Contract will be awarded based on the lowest credible base bid inclusive of Schedule "A" only.

**TOTAL COST OF SCHEDULE "A" IN WORDS:**

eight hundred thirty four thousand eight hundred twenty four dollars  
ninety four cents

Dollars

  
Bidder's Signature

Curtis P. Brown III  
President

Title

PALP, INC DBA  
EXCEL PAVING COMPANY  
Company Name

# 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 Los Angeles

On NOV 04 2020 before me, C. Phillips, Notary Public, Notary Public,  
(Here insert name and title of the officer)

personally appeared Curtis P. Brown III,

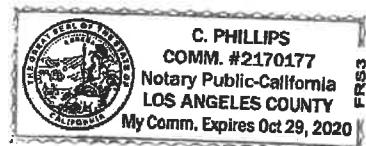
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

C. Phillips  
Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- 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

### DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

(Title)

- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other \_\_\_\_\_

## 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.,<br>AND PHONE NUMBER OF<br>SUBCONTRACTORS, SUPPLIERS,<br>AND VENDORS       | PORTION OF WORK,<br>MATERIALS, OR EQUIPMENT |
|---|---|
| Pavement Recycling Systems<br>10240 San Gervasio Way Jurupa Valley CA 91752<br>951-682-1091 569352    | CTB / COLD MILL                             |
| CL Concrete<br>1035 Goldstone St, Azusa, CA 91702<br>626-334-2357 488722                              | CONCRETE                                    |
| California Professional Engineering<br>19062 San Jose Ave, La Puente, CA 91748<br>626-810-1338 793907 | TRAFFIC LOOPS                               |
| Calstripe CTPA<br>275 South 1st San Bernardino, CA 92310<br>909-804-7170 685387 CTPA                  | STRIPING CTPA                               |
| Safe USA<br>1030 N. Mountain Ave #100 Ontario, CA 91762<br>909-983-0703 874085                        | striping                                    |

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:

*SEE ATTACHED*

1. \_\_\_\_\_  
Name and Address of Agency

Name and telephone number of person familiar with project

| Contract amount | Type of work | Date completed |
|-----------------|--------------|----------------|
|-----------------|--------------|----------------|

2. \_\_\_\_\_  
Name and Address of Agency

Name and telephone number of person familiar with project

| Contract amount | Type of work | Date completed |
|-----------------|--------------|----------------|
|-----------------|--------------|----------------|

3. \_\_\_\_\_  
Name and Address of Agency

Name and telephone number of person familiar with project

| Contract amount | Type of work | Date completed |
|-----------------|--------------|----------------|
|-----------------|--------------|----------------|

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

*RAPP Sureties*

*120 Vantis Ave*

*Diego Viego Cr*

*qua 5406770*

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: PALP, INC DBA EXCEL PAVING  
2230 LEMON AVE

Business Address: LONG BEACH, CA 90806

Telephone: 562) 599-5841

STATE LIC# 688659

A, C12, C31

State Contractor's License No. and Class: \_\_\_\_\_

Original Date Issued: 5/31/94 Expiration Date: 5/31/2022

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:

|                     |  |                      |
|---------------------|--|----------------------|
| Curtis P. Brown III | President and Chief Executive Officer      | 2230 LEMON AVE       |
| David A. Drukker    | Vice President and Chief Financial Officer | LONG BEACH, CA 90806 |
| Marcia S. Miller    | Secretary                                  |                      |
| Crissa A. Phillips  | Asst. Secretary                            | <u>562) 599-5841</u> |

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:

PALP, INC DBA  
EXCEL PAVING COMPANY

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, title, hands, and seals of all forenamed principals this NOV 04 2020, 20 20.

BIDDER **PALP, INC DBA  
EXCEL PAVING COMPANY**

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

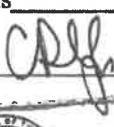
  
Signature of Contractor's Representative

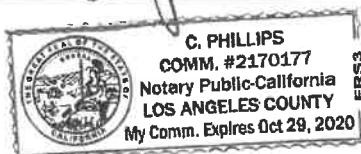
**Curtis P. Brown III President**

Printed Name

Title

Subscribed and sworn to this NOV 04 2020, 20 20.

NOTARY PUBLIC 



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

PROPOSAL GUARANTEE  
BID BOND

FOR

STREET ENHANCEMENT PROJECT  
FY 2020/2021  
PROJECT NO. CIP 2019-06

IN THE CITY OF HUNTINGTON PARK

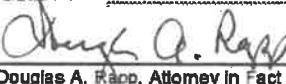
KNOW ALL MEN BY THESE PRESENTS that PALP Inc. dba Excel Paving Company, as BIDDER, and Federal Insurance Company, as SURETY, are held and firmly bound unto the City of HUNTINGTON PARK, as AGENCY, in the penal sum of Ten percent of the total amount of the bid 10% dollars (\$ 10%), which is ten percent 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 October, 20 20.

  
BIDDER\* PALP Inc. dba Excel Paving Company 2230 Lemon Avenue, Long Beach, CA 90806  
562-599-5841

Curtis P. Brown, III, President

  
SURETY\* Federal Insurance Company 202B Halls Mill Road, Whitehouse Station, NJ 08889  
908-903-3485

Douglas A. Rapp, Attorney in Fact

Rapp Surety & Ins. Services, Inc., 120 Vantis Dr., Ste 300, Aliso Viejo, CA 92656  
949-540-6770

Subscribed and sworn to this 12 day of October, 20 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  
County of Orange)

On October 12, 2020 before me, Debra Swanson, Notary Public  
(insert name and title of the officer)

personally appeared Douglas A. Rapp  
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 Debra Swanson (Seal)





**Chubb  
Surety**

**POWER  
OF  
ATTORNEY**

**Federal Insurance Company  
Vigilant Insurance Company  
Pacific Indemnity Company**

**Attn: Surety Department  
15 Mountain View Road  
Warren, NJ 07059**

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 **Douglas A. Rapp and Timothy D. Rapp of Aliso Viejo, 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 **16th** day of **December, 2011**.

**Kenneth C. Wendel, Assistant Secretary**

**STATE OF NEW JERSEY**

**ss.**

**County of Somerset**

**David B. Norris, Jr., Vice President**

On this **16th** day of **December, 2011** before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, 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 Kenneth C. Wendel, being by me duly sworn, did depose and say that he 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 the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal



**KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
Nr. 2316685  
Commission Expires July 14, 2014**

**Notary Public**

#### **CERTIFICATION**

Extract from the By- Laws of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct;
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this 12th day of October, 2020



**Kenneth C. Wendel, Assistant Secretary**

**IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903-3493 Fax (908) 903-3656  
e-mail: [surety@chubb.com](mailto:surety@chubb.com)**

# 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 Los Angeles

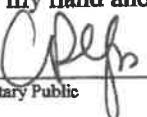
On NOV 04 2020 before me, C. Phillips, Notary Public, Notary Public,  
(Here insert name and title of the officer)

personally appeared Curtis P. Brown III,

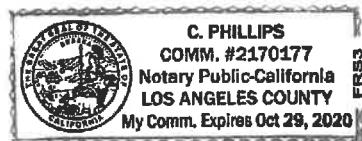
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### INSTRUCTIONS FOR COMPLETING THIS FORM

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#### DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

(Additional information)

#### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

(Title)

- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other \_\_\_\_\_

- 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.
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- 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

BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE

FOR

**STREET ENHANCEMENT PROJECT  
FY 2020/2021  
PROJECT NO. CIP 2019-06**

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.

NK

24

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**

**STREET ENHANCEMENT PROJECT  
FY 2020/2021  
PROJECT NO. CIP 2019-06**

**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**

## **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:**

**PALP, INC DBA  
EXCEL PAVING COMPANY**

---

**Contractor Name**

---

**1000003331**  
**Contractor Department of Industrial Relations Registration Number:**

---

**6/30/2022**  
**Expiration Date of Registration Number**

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

## PALP INC. DBA EXCEL PAVING COMPANY - PROJECT REFERENCES

| Job # | Job Name                                  | Agency               | Address                      | City                | Zip Code     | Contact#             | Phone                       | Email                               | Start    | Complete     | Contract \$. |
|-------|---|----------------------|------------------------------|---------------------|--------------|----------------------|-----------------------------|-------------------------------------|----------|--------------|--------------|
| 5443  | Long Beach Blvd. Ph. 2                    | Lynwood              | 11330 Bellis Rd              | Lynwood             | 90262        | Antonio Perez        | (310) 603-0220              | aperez@lynwood.ca.us                | 03/27/17 | 11/30/18     | \$ 3,228,779 |
| 5503  | Barranca Channel, Irvine                  | OCPW                 | 1162 E. Fruit St.            | Santa Ana           | 92701        | Bruce Poma           | 714-955-0214                | bpoce.poma@ocpw.ocgov.com           | 08/09/18 | 08/10/18     | \$ 1,000,000 |
| 5510  | Del Obispo                                | San Juan Capistrano  | 32400 Paseo Adelantado       | San Juan Capistrano | 92675        | Paul Meshkin         | (949) 483-1111              | 05/15/18                            | 10/15/18 | \$ 1,498,801 |              |
| 5535  | Silverado Canyon Bridge Maintenance       | OCPW                 | 1152 E. Fruit St.            | Santa Ana           | 92701        | Robert Valle         | (714) 245-4525              | robert.valle@ocpw.ocgov.com         | TBD      | TBD          | \$ 441,177   |
| 5548  | Uptown Painting Ltd                       | Whittier             | 13230 Penn Street            | Whittier            | 90622        | Alfredo Hernandez    | 562-567-9512                | ahernandez@cityofwhittier.org       | 04/01/18 | 10/01/18     | \$ 929,734   |
| 5553  | Various St Pavement Rehab                 | Compton              | 205 S. Willowbrook Ave       | Compton             | 90220        | Peter Salazar        | 949-232-6281                | Peter.Salazar@cmf.com               | 03/04/19 | 07/01/19     | \$ 1,644,900 |
| 5564  | Silverado Canyon                          | OCPW                 | 1152 E. Fruit St.            | Santa Ana           | 92701        | Robert Valle         | (714) 245-4525              | robert.valle@ocpw.ocgov.com         | 05/01/18 | 08/01/18     | \$ 1,175,877 |
| 5570  | SRTSM/Kansas Ave                          | Santa Monica         | 1437 4th, Suite 300          | Santa Monica        | 90401        | Brian Ochoa          | (310) 486-9632              | Brian.Ochoa@SMGIV.NET               | 05/10/18 | 09/10/18     | \$ 554,971   |
| 5572  | OSMC Lot                                  | Ontario              | 1425 S Bon View Ave          | Ontario             | 91764        | Steve Gravnick       | (909) 365-2890              | SGgravnick@antionloca.gov           | 02/27/19 | 02/27/19     | \$ 2,649,321 |
| 5585  | Live Oak/Trabuco                          | ACC / OC             | 2880 Bay Vista Ct.           | Benicia             | 94510        | Doug Van Note        | (707) 742-8442              | dvannote@ascbullet.com              | 09/15/18 | TBD          | \$ 379,870   |
| 5590  | Century Blvd Mobilization                 | Inglewood            | One W. Marchesa Blvd         | Inglewood           | 90301        | Hunter Nguyen        | (310) 412-7688              | hnguyen@cityofinglewood.org         | 10/30/18 | 10/30/18     | \$ 1,422,376 |
| 5593  | Commercial Streets Rehab                  | Redondo Beach        | 415 Diamond Street           | Redondo Beach       | 90277        | Daniel Gruzzo        | (310) 318-0861              | Daniel.Gruzzo@Redondo.org           | 03/28/19 | 03/28/19     | \$ 1,042,648 |
| 5596  | Street Improvements                       | San Clemente         | 910 Calle Negocio, Suite 100 | San Clemente        | 92673        | Gary Voborsky        | 949-361-6132                | gvoborsky@san-clemente.org          | 01/14/18 | 01/14/18     | \$ 1,542,925 |
| 5598  | El Modena - In-White Channel Rehab        | OCPW                 | 1152 E. Fruit St.            | Santa Ana           | 92701        | Robert Valle         | (714) 245-4525              | robert.valle@ocpw.ocgov.com         | 10/01/18 | TBD          | \$ 2,795,308 |
| 5601  | City of Torrance SSP                      | Torrance             | 20500 Madrona Ave            | Torrance            | 90503        | Brenda Munn          | 310-818-3049                | b.munn@torranceca.gov               | 01/02/19 | 12/31/19     | \$ 2,889,988 |
| 5614  | Great Street Improv                       | San Gabriel          | 9174 E. Grand Ave            | San Gabriel         | 91776        | Suzka Angeles' Cheng | 626-308-2825                | scheng@scich.org                    | 03/04/19 | 08/20/19     | \$ 1,445,902 |
| 5618  | Frazier St Improvements                   | Baldwin Park         | 14403 E. Pacific Ave         | Baldwin Park        | 91706        | Chase Ritter         | (626) 986-4011              | chase.ritter@baldwin-park.com       | 01/07/18 | TBD          | \$ 1,027,574 |
| 5619  | MetroLink Parking Lot Ph 2                | Rialto               | 150 S. Palm Ave              | Rialto              | 92376        | Jeff Schaefer        | 909-920-2531                | jeff.schaefer@cityofrialto.org      | 03/01/19 | 01/22/20     | \$ 1,078,852 |
| 5620  | DTLA Bus Layover Project                  | Foothill Transit     | 100 S. Vincent Ave. Ste 200  | West Covina         | 91790        | Vincent Sauceda      | 626-931-7286                | vsauceda@cityoffoothilltransit.org  | 01/14/19 | 05/01/19     | \$ 723,795   |
| 5623  | San Fernando Road Improvements            | San Fernando         | 117 Maciel St                | San Fernando        | 91340        | Manuel Fabian        | 619-898-1243                | mfabian@cityofsf.org                | 02/01/19 | 05/31/19     | \$ 369,903   |
| 5624  | Avenida Paitzada Sidewalk                 | San Clemente         | 910 Calle Negocio, Suite 100 | San Clemente        | 92673        | Gary Voborsky        | 949-361-8132                | gvoborsky@san-clemente.org          | 02/18/19 | 05/01/19     | \$ 540,738   |
| 5627  | Street and Drainage Improvement           | Santa Monica         | 1437 4th Street, Suite 300   | Santa Monica        | 90401        | Brian Ochoa          | 310-458-8721                | brian.ochoa@smgov.net               | 08/01/19 | 03/31/20     | \$ 784,784   |
| 5628  | Pavement Rehab, SWAP Lot                  | Bell                 | 6330 Pines Avenue            | Bell                | 90201        | Gregory Lindsey      | 323-923-2626                | jlindsey@cityofbell.org             | 03/04/19 | 05/01/19     | \$ 1,384,548 |
| 5646  | Annual Paving, SWAP Lot                   | Santa Monica         | 1437 4th Street, Suite 300   | Santa Monica        | 90401        | Jason Hoang          | 310-458-2261                | jason.hoang@smgov.net               | 11/15/19 | TBD          | \$ 3,987,565 |
| 5659  | West Seaside Way                          | Long Beach           | 333 W. Ocean Blvd            | Long Beach          | 90802        | George Ker           | 562-570-8525                | george.ker@longbeach.gov            | 07/22/19 | TBD          | \$ 1,199,199 |
| 5661  | Inglewood Ave. and Flagler Lane           | Redondo Beach        | 415 Diamond Street           | Redondo Beach       | 90277        | Daniel Gruzzo        | 310-318-0861                | Daniel.Gruzzo@Redondo.org           | 09/03/19 | 01/17/20     | \$ 1,187,801 |
| 5662  | Midway City North AC Repairs              | OCPW                 | 1152 E. Fruit St.            | Santa Ana           | 92701        | Robert Valle         | (714) 245-4525              | robert.valle@ocpw.ocgov.com         | 05/10/19 | 10/31/19     | \$ 1,035,309 |
| 5669  | Van Ness Ave                              | Inglewood            | One W. Manchester Blvd       | Inglewood           | 90301        | Hunter Nguyen        | 310-412-7688                | h.hunter@cityofinglewood.org        | 07/29/19 | 02/28/20     | \$ 838,800   |
| 5674  | Edinger Avenue Improvements               | Huntington Beach     | 2000 Main Street             | Huntington Beach    | 92648        | Joe Flores           | 714-538-5259                | jflores@cityofhuntingtonbeach.org   | 07/01/19 | 02/29/20     | \$ 2,916,192 |
| 5675  | Whitter Blvd / Hacienda Relocation        | La Habra             | 110 E. La Habra Blvd.        | La Habra            | 90631        | Cesar Rangel         | (657) 393-4151              | crangel@cityoflahabra.gov           | TBD      | TBD          | \$ 1,693,285 |
| 5676  | County of Orange - Pavement Maintenance   | OCPW                 | 1152 E. Fruit St.            | Santa Ana           | 92701        | Robert Valle         | (714) 245-4525              | robert.valle@ocpw.ocgov.com         | TBD      | TBD          | \$ 2,480,000 |
| 5679  | Street Rehab                              | 100 Civic Center Way | 100 Civic Center Way         | Calabasas           | 91302        | Alba Lamus           | 818-224-1677                | albalamus@cityofcalabasas.com       | TBD      | TBD          | \$ 888,932   |
| 5680  | Zone 1 Street Slurry Seal and Rehab       | Leguna Beach         | 505 Forest Ave               | Leguna Beach        | 92651        | Tom Sandefur         | 949-497-3311                | tsandefur@legunabeach.org           | TBD      | TBD          | \$ 1,216,729 |
| 5685  | Street and Alley Improvements             | Beverly Hills        | 455 N. Rexford               | Beverly Hills       | 90210        | Manu Paul Dhaliwal   | 310-285-2513                | manu.paul.dhaliwal@beverlyhills.org | 08/01/19 | 03/01/20     | \$ 7,788,988 |
| 5686  | Annual Street Resurfacing                 | San Fernando         | 117 Maciel St                | San Fernando        | 91340        | Manuel Fabian        | (619) 888-1243              | mfabian@cityofsf.org                | 09/23/19 | 01/31/20     | \$ 2,084,776 |
| 5690  | 605 Hot Spot                              | Pico Rivera          | 6815 Parsons Blvd            | Pico Rivera         | 90630        | Chris Raca           | (310) 562-6335              | chris.raca@pico-rivera.com          | 11/25/19 | 07/08/20     | \$ 5,257,894 |
| 5692  | Residential Street Rehab                  | Redondo Beach        | 415 Diamond Street           | Redondo Beach       | 90277        | Lauren Sathian       | 714-538-0661                | lauren.sathian@redondobeach.org     | 12/02/19 | 08/01/20     | \$ 4,688,777 |
| 5696  | Laguna Niguel Regional Park               | 1152 E. Fruit St.    | Santa Ana                    | 92701               | Robert Valle | (714) 245-4525       | robert.valle@ocpw.ocgov.com | 11/12/19                            | 02/10/20 | \$ 1,684,609 |              |
| 5698  | County of Orange - General Engineering    | OCPW                 | 1152 E. Fruit St.            | Santa Ana           | 92701        | Robert Valle         | (714) 245-4525              | robert.valle@ocpw.ocgov.com         | 11/12/19 | 11/12/20     | \$ 2,490,000 |
| 5701  | Traffic Management System - Sub to Femira | Azusa                | 213 E. Foothill Blvd         | Azusa               | 91702        | Christina Curiel     | 626-812-5248                | ccuriel@azusaca.gov                 | 01/21/20 | 06/30/20     | \$ 1,978,872 |
| 5716  | Northwest Infrastructure                  | Monrovia             | 600 S Mountain Ave           | Monrovia            | 91016        | Seini Sullivan       | (619) 932-5522              | ssullivan@ci.monrovia.ca.us         | 05/25/20 | TBD          | \$ 9,579,293 |

**EXCEL PAVING COMPANY**  
A GENERAL ENGINEERING CONTRACTOR  
STATE LICENSE NO. 688659A

P.O. BOX 16405  
LONG BEACH, CA 90806-5195  
(562) 599-5841  
FAX (562) 591-7485

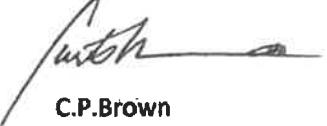
To whom is may concern,

Please see the attached Extended Notary Commissions Order N-71-20

Signed by Governor Newsom that extended the Notary Commissions that have recently  
Expired but due to Covid 19 have not had many renewal classes available.

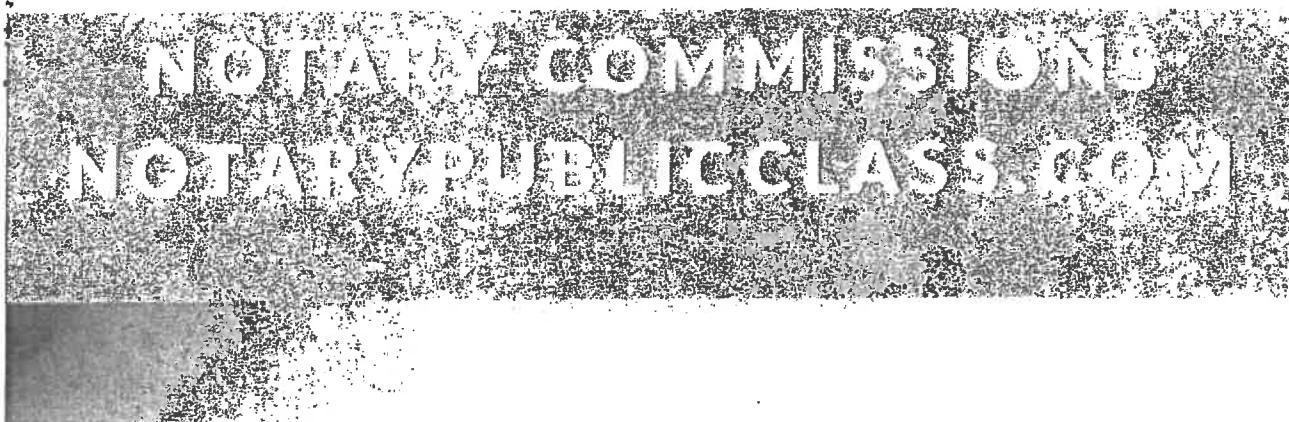
C. Phillips Notary now technically expires 4-29-2021

Thank You,



C.P.Brown

President



## Extended Notary Commissions

On May 8, 2020, Governor Newsom signed Executive Order N-63-20 (<https://www.gov.ca.gov/wp-content/uploads/2020/05/5.7.20-EO-N-63-20.pdf>) (see paragraphs 6 and 7), extending commissions of notaries public for a period of 60 days for any notary public whose commission term has expired since March 1, 2020 or whose commission is set to expire over the next 60 days.

On June 30, 2020, Governor Newsom signed Executive Order N-71-20 (<https://www.gov.ca.gov/wp-content/uploads/2020/06/6.30.20-EO-N-71-20.pdf>) extending the time frames in Executive Order N-63-20 an additional 120 days.

Notary public commission terms that expired anytime between March 1, 2020 and May 7, 2020, have been extended until November 3, 2020.

Notary public commission terms that expired after May 7, 2020 through November 3, 2020, are extended for 180 days on a rolling basis (i.e., someone whose commission expires on May 8, 2020, will have their commission extended until November 4, 2020, and someone whose commission expires on November 3, 2020 will have their commission extended until May 2, 2021).

This extension is valid provided the notary public whose commission term has been extended, maintains a valid surety bond during the extension, and annotates on each notarial act the following statement: "The notary commission extended pursuant to Executive Order N-63-20."

BY NOTARY PUBLIC CLASS STAFF | JULY 17, 2020 | BECOME A NOTARY PUBLIC ([HTTPS://NOTARYPUBLICCLASS.COM/CATEGORY/BECOMING-A-NOTARY-PUBLIC/](https://notarypublicclass.com/category/becoming-a-notary-public/)) | 0 COMMENTS |



(mailto:?subject=Extended Notary Commissions&body=https%3A%2F%



**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**  
**CONTRACTOR BIDS**  
**AVAILABLE AT CITY CLERK'S OFFICE**



**ATTACHMENT C**



## Attachment C

City of Huntington Park

CIP No. 2019-06 Street Enhancement Project

November 4, 2020

| ITEM # | ITEM DESCRIPTION  | Engineer's Estimate |          |              | Excel Paving Company |              |               | Hardy & Harper, Inc. |               |              | Sequoia Contractors, Inc. |              |              | Onyx Paving Company |              |              | All American Asphalt |               |               | Shawman      |               |               | Access Pacific |               |             |
|--------|---|---------------------|----------|--------------|----------------------|--------------|---------------|----------------------|---------------|--------------|---------------------------|--------------|--------------|---------------------|--------------|--------------|----------------------|---------------|---------------|--------------|---------------|---------------|----------------|---------------|-------------|
|        |   | UNIT                | QUANTITY | UNIT PRICE   | ITEM TOTAL           | UNIT PRICE   | ITEM TOTAL    | UNIT PRICE           | ITEM TOTAL    | UNIT PRICE   | ITEM TOTAL                | UNIT PRICE   | ITEM TOTAL   | UNIT PRICE          | ITEM TOTAL   | UNIT PRICE   | ITEM TOTAL           | UNIT PRICE    | ITEM TOTAL    | UNIT PRICE   | ITEM TOTAL    | UNIT PRICE    | ITEM TOTAL     | UNIT PRICE    | ITEM TOTAL  |
| 1      | Mobilization and Demobilization                             | LS                  | 1        | \$ 69,000.00 | \$ 69,000.00         | \$ 58,000.00 | \$ 58,000.00  | \$ 22,449.14         | \$ 22,449.14  | \$ 30,000.00 | \$ 30,000.00              | \$ 30,003.30 | \$ 30,003.30 | \$ 47,837.97        | \$ 47,837.97 | \$ 10,000.00 | \$ 10,000.00         | \$ 131,760.00 | \$ 131,760.00 | \$ 10,000.00 | \$ 10,000.00  | \$ 131,760.00 | \$ 131,760.00  |               |             |
| 2      | Implementation of BMP's                                     | LS                  | 1        | \$ 1,00      | \$ 9,000.00          | \$ 9,000.00  | \$ 6,000.00   | \$ 6,000.00          | \$ 10,000.00  | \$ 10,000.00 | \$ 13,000.00              | \$ 13,000.00 | \$ 7,000.00  | \$ 7,000.00         | \$ 4,000.00  | \$ 4,000.00  | \$ 18,000.00         | \$ 18,000.00  | \$ 4,000.00   | \$ 4,000.00  | \$ 18,000.00  | \$ 18,000.00  |                |               |             |
| 3      | Traffic Control   | LS                  | 1        | \$ 1,00      | \$ 52,000.00         | \$ 52,000.00 | \$ 35,000.00  | \$ 35,000.00         | \$ 20,000.00  | \$ 20,000.00 | \$ 36,000.00              | \$ 36,000.00 | \$ 85,000.00 | \$ 85,000.00        | \$ 63,000.00 | \$ 63,000.00 | \$ 120,000.00        | \$ 120,000.00 | \$ 36,000.00  | \$ 36,000.00 | \$ 120,000.00 | \$ 120,000.00 |                |               |             |
| 4      | Construction Survey   | LS                  | 1        | \$ 1,00      | \$ 5,000.00          | \$ 5,000.00  | \$ 16,000.00  | \$ 16,000.00         | \$ 15,000.00  | \$ 15,000.00 | \$ 15,000.00              | \$ 15,000.00 | \$ 8,000.00  | \$ 8,000.00         | \$ 17,000.00 | \$ 17,000.00 | \$ 30,000.00         | \$ 30,000.00  | \$ 42,000.00  | \$ 42,000.00 | \$ 42,000.00  | \$ 42,000.00  |                |               |             |
| 5      | Install Public Improvement Projects \$ign                   | EA                  | 2        | \$ 2,00      | \$ 1,000.00          | \$ 2,000.00  | \$ 500.00     | \$ 500.00            | \$ 1,200.00   | \$ 1,200.00  | \$ 2,400.00               | \$ 2,400.00  | \$ 2,000.00  | \$ 2,000.00         | \$ 4,000.00  | \$ 4,000.00  | \$ 4,600.00          | \$ 4,600.00   | \$ 3,000.00   | \$ 3,000.00  | \$ 2,880.00   | \$ 2,880.00   |                |               |             |
| 6      | Adjust Sanitary Sewer Manhole Frame and Cover               | EA                  | 11       | \$ 1,00      | \$ 1,000.00          | \$ 11,000.00 | \$ 500.00     | \$ 500.00            | \$ 1,050.00   | \$ 1,050.00  | \$ 16,500.00              | \$ 16,500.00 | \$ 1,000.00  | \$ 1,000.00         | \$ 11,000.00 | \$ 11,000.00 | \$ 980.00            | \$ 980.00     | \$ 10,780.00  | \$ 10,780.00 | \$ 900.00     | \$ 900.00     | \$ 19,800.00   | \$ 19,800.00  |             |
| 7      | Adjust Storm Drm Manhole Frame and Cover                    | EA                  | 6        | \$ 6,00      | \$ 1,000.00          | \$ 6,000.00  | \$ 500.00     | \$ 500.00            | \$ 1,050.00   | \$ 1,050.00  | \$ 6,600.00               | \$ 6,600.00  | \$ 1,000.00  | \$ 1,000.00         | \$ 6,000.00  | \$ 6,000.00  | \$ 960.00            | \$ 960.00     | \$ 5,380.00   | \$ 5,380.00  | \$ 800.00     | \$ 800.00     | \$ 4,800.00    | \$ 4,800.00   |             |
| 8      | Adjust Gas Valve Box  | EA                  | 8        | \$ 8,00      | \$ 750.00            | \$ 6,000.00  | \$ 300.00     | \$ 2,400.00          | \$ 800.00     | \$ 5,400.00  | \$ 1,000.00               | \$ 8,000.00  | \$ 500.00    | \$ 800.00           | \$ 7,200.00  | \$ 7,200.00  | \$ 6,240.00          | \$ 6,240.00   | \$ 500.00     | \$ 500.00    | \$ 6,000.00   | \$ 6,000.00   | \$ 600.00      | \$ 600.00     |             |
| 9      | Adjust Water Valve Box                                      | EA                  | 19       | \$ 19,00     | \$ 750.00            | \$ 14,250.00 | \$ 300.00     | \$ 5,700.00          | \$ 800.00     | \$ 15,700.00 | \$ 300.00                 | \$ 400.00    | \$ 5,700.00  | \$ 800.00           | \$ 15,200.00 | \$ 800.00    | \$ 780.00            | \$ 780.00     | \$ 14,820.00  | \$ 14,820.00 | \$ 500.00     | \$ 500.00     | \$ 9,500.00    | \$ 9,500.00   |             |
| 10     | Prune Tree Roots and Install Root Barrier (10' Long and 18" | EA                  | 4        | \$ 4,00      | \$ 1,500.00          | \$ 6,000.00  | \$ 500.00     | \$ 2,240.00          | \$ 675.00     | \$ 2,700.00  | \$ 3,000.00               | \$ 4,000.00  | \$ 500.00    | \$ 2,250.00         | \$ 500.00    | \$ 2,000.00  | \$ 8,000.00          | \$ 1,000.00   | \$ 1,000.00   | \$ 1,200.00  | \$ 1,200.00   | \$ 4,800.00   | \$ 4,800.00    |               |             |
| 11     | Remove and Replace Concrete Vertical Curb (8"CF)            | LF                  | 151      | \$ 151       | \$ 80.00             | \$ 12,040.00 | \$ 63.00      | \$ 9,513.00          | \$ 54.00      | \$ 18,120.00 | \$ 3.45                   | \$ 2,838.60  | \$ 5.00      | \$ 10,500.00        | \$ 3.45      | \$ 19,382.00 | \$ 3.05              | \$ 16,958.00  | \$ 8,00       | \$ 16,880.00 | \$ 3.37       | \$ 18,737.20  | \$ 3.37        | \$ 9,060.00   |             |
| 12     | Remove and Replace Concrete Gutter Pan                      | LF                  | 202      | \$ 50        | \$ 10,100.00         | \$ 74.00     | \$ 14,948.00  | \$ 58.00             | \$ 11,716.00  | \$ 36.00     | \$ 22,809.00              | \$ 3.45      | \$ 8,305.00  | \$ 66.00            | \$ 17,270.00 | \$ 3.45      | \$ 14,798.00         | \$ 57.00      | \$ 14,544.00  | \$ 60.00     | \$ 12,120.00  | \$ 3.45       | \$ 13,377.40   | \$ 3.45       | \$ 9,060.00 |
| 13     | Remove and Replace Concrete Curb and Gutter (8"CF)          | LF                  | 309      | \$ 309       | \$ 70.00             | \$ 21,595.00 | \$ 62.00      | \$ 19,158.00         | \$ 78.00      | \$ 24,102.00 | \$ 65.00                  | \$ 20,053.00 | \$ 76.00     | \$ 23,484.00        | \$ 85.00     | \$ 26,265.00 | \$ 57.00             | \$ 30,282.00  | \$ 60.00      | \$ 18,540.00 | \$ 3.45       | \$ 20,016.00  | \$ 3.45        | \$ 18,540.00  |             |
| 14     | Remove and Replace Concrete Driveway Approach               | SF                  | 1,390    | \$ 30        | \$ 1,618.00          | \$ 21.00     | \$ 29,190.00  | \$ 17.00             | \$ 23,630.00  | \$ 16.00     | \$ 22,240.00              | \$ 13.00     | \$ 18,070.00 | \$ 13.00            | \$ 22,740.00 | \$ 18.00     | \$ 25,020.00         | \$ 14.40      | \$ 20,016.00  | \$ 14.40     | \$ 20,016.00  | \$ 14.40      | \$ 20,016.00   |               |             |
| 15     | Remove and Replace Concrete Curb Rampe                      | EA                  | 21       | \$ 5,00      | \$ 10,000.00         | \$ 6,000.00  | \$ 126,000.00 | \$ 5,500.00          | \$ 115,500.00 | \$ 6,000.00  | \$ 126,000.00             | \$ 5,000.00  | \$ 6,000.00  | \$ 115,500.00       | \$ 6,000.00  | \$ 9,500.00  | \$ 10,000.00         | \$ 90,300.00  | \$ 6,000.00   | \$ 6,000.00  | \$ 126,000.00 | \$ 6,000.00   | \$ 8,000.00    | \$ 126,000.00 |             |
| 16     | Adjust Storm Drm Manhole Frame and Cover                    | EA                  | 6        | \$ 1,00      | \$ 1,000.00          | \$ 6,000.00  | \$ 500.00     | \$ 1,050.00          | \$ 6,000.00   | \$ 6,300.00  | \$ 1,100.00               | \$ 6,600.00  | \$ 1,050.00  | \$ 6,600.00         | \$ 6,000.00  | \$ 6,000.00  | \$ 6,000.00          | \$ 6,000.00   | \$ 6,000.00   | \$ 6,000.00  | \$ 6,000.00   | \$ 6,000.00   | \$ 6,000.00    |               |             |
| 17     | Adjust Gas Valve Box  | EA                  | 8        | \$ 750.00    | \$ 6,000.00          | \$ 500.00    | \$ 2,400.00   | \$ 800.00            | \$ 2,000.00   | \$ 800.00    | \$ 6,400.00               | \$ 1,000.00  | \$ 800.00    | \$ 800.00           | \$ 800.00    | \$ 5,000.00  | \$ 800.00            | \$ 6,240.00   | \$ 500.00     | \$ 4,000.00  | \$ 6,000.00   | \$ 6,000.00   | \$ 6,000.00    |               |             |
| 18     | Adjust Water Valve Box                                      | EA                  | 19       | \$ 750.00    | \$ 14,250.00         | \$ 300.00    | \$ 5,700.00   | \$ 800.00            | \$ 15,200.00  | \$ 300.00    | \$ 5,700.00               | \$ 800.00    | \$ 15,200.00 | \$ 300.00           | \$ 5,700.00  | \$ 800.00    | \$ 15,200.00         | \$ 800.00     | \$ 14,820.00  | \$ 500.00    | \$ 6,000.00   | \$ 6,000.00   |                |               |             |
| 19     | Prune Tree Roots and Install Root Barrier (10' Long and 18" | EA                  | 4        | \$ 1,500.00  | \$ 6,000.00          | \$ 500.00    | \$ 2,240.00   | \$ 675.00            | \$ 2,700.00   | \$ 1,000.00  | \$ 4,000.00               | \$ 500.00    | \$ 2,250.00  | \$ 500.00           | \$ 2,000.00  | \$ 8,000.00  | \$ 1,000.00          | \$ 1,000.00   | \$ 1,200.00   | \$ 1,200.00  | \$ 4,800.00   | \$ 4,800.00   |                |               |             |
| 20     | Remove and Replace Concrete Vertical Curb (8"CF)            | LF                  | 151      | \$ 80.00     | \$ 12,040.00         | \$ 63.00     | \$ 9,513.00   | \$ 54.00             | \$ 18,120.00  | \$ 3.45      | \$ 2,838.60               | \$ 5.00      | \$ 10,500.00 | \$ 3.45             | \$ 19,382.00 | \$ 3.05      | \$ 16,958.00         | \$ 8,00       | \$ 16,880.00  | \$ 3.37      | \$ 18,737.20  | \$ 3.37       | \$ 9,060.00    |               |             |
| 21     | Remove and Replace Concrete Gutter Pan                      | LF                  | 202      | \$ 50        | \$ 10,100.00         | \$ 74.00     | \$ 14,948.00  | \$ 58.00             | \$ 11,716.00  | \$ 36.00     | \$ 22,809.00              | \$ 3.45      | \$ 8,305.00  | \$ 66.00            | \$ 17,270.00 | \$ 3.45      | \$ 14,798.00         | \$ 57.00      | \$ 14,544.00  | \$ 60.00     | \$ 12,120.00  | \$ 3.45       | \$ 13,377.40   | \$ 3.45       | \$ 9,060.00 |
| 22     | Remove and Replace Concrete Curb and Gutter (8"CF)          | LF                  | 309      | \$ 70        | \$ 70.00             | \$ 21,595.00 | \$ 62.00      | \$ 19,158.00         | \$ 78.00      | \$ 24,102.00 | \$ 65.00                  | \$ 20,053.00 | \$ 76.00     | \$ 23,484.00        | \$ 85.00     | \$ 26,265.00 | \$ 57.00             | \$ 30,282.00  | \$ 60.00      | \$ 18,540.00 | \$ 3.45       | \$ 20,016.00  | \$ 3.45        | \$ 18,540.00  |             |
| 23     | Remove and Replace Concrete Driveway Approach               | SF                  | 1,390    | \$ 30        | \$ 1,618.00          | \$ 21.00     | \$ 29,190.00  | \$ 17.00             | \$ 23,630.00  | \$ 16.00     | \$ 22,240.00              | \$ 13.00     | \$ 18,070.00 | \$ 13.00            | \$ 22,740.00 | \$ 18.00     | \$ 25,020.00         | \$ 14.40      | \$ 20,016.00  | \$ 14.40     | \$ 20,016.00  | \$ 14.40      | \$ 20,016.00   |               |             |
| 24     | Remove and Replace Concrete Curb Rampe                      | EA                  | 21       | \$ 5,00      | \$ 10,000.00         | \$ 6,000.00  | \$ 126,000.00 | \$ 5,500.00          | \$ 115,500.00 | \$ 6,000.00  | \$ 126,000.00             | \$ 5,000.00  | \$ 6,000.00  | \$ 115,500.00       | \$ 6,000.00  | \$ 9,500.00  | \$ 10,000.00         | \$ 90,300.00  | \$ 6,000.00   | \$ 6,000.00  | \$ 126,000.00 | \$ 6,000.00   | \$ 8,000.00    | \$ 126,000.00 |             |
| 25     | Adjust Storm Drm Manhole Frame and Cover                    | EA                  | 6        | \$ 1,00      | \$ 1,000.00          | \$ 6,000.00  | \$ 500.00     | \$ 1,050.00          | \$ 6,000.00   | \$ 6,300.00  | \$ 1,100.00               | \$ 6,600.00  | \$ 1,050.00  | \$ 6,600.00         | \$ 6,000.00  | \$ 6,000.00  | \$ 6,000.00          | \$ 6,000.00   | \$ 6,000.00   | \$ 6,000.00  | \$ 6,000.00   | \$ 6,000.00   |                |               |             |
| 26     | Adjust Gas Valve Box  | EA                  | 8        | \$ 750.00    | \$ 6,000.00          | \$ 500.00    | \$ 2,400.00   | \$ 800.00            | \$ 2,000.00   | \$ 800.00    | \$ 6,400.00               | \$ 1,000.00  | \$ 800.00    | \$ 800.00           | \$ 800.00    | \$ 5,000.00  | \$ 800.00            | \$ 6,240.00   | \$ 500.00     | \$ 4,000.00  | \$ 6,000.00   | \$ 6,000.00   |                |               |             |
| 27     | Adjust Water Valve Box                                      | EA                  | 19       | \$ 750.00    | \$ 14,250.00         | \$ 300.00    | \$ 5,700.00   | \$ 800.00            | \$ 15,200.00  | \$ 300.00    | \$ 5,700.00               | \$ 800.00    | \$ 6,000.00  | \$ 500.00           | \$ 6,240.00  | \$ 500.00    | \$ 6,000.00          | \$ 600.00     | \$ 6,000.00   | \$ 600.00    | \$ 6,000.00   | \$ 600.00     |                |               |             |
| 28     | Prune Tree Roots and Install Root Barrier (10' Long and 18" | EA                  | 4        | \$ 1,500.00  | \$ 6,000.00          | \$ 500.00    | \$ 1,050.00   | \$ 2,400.00          | \$ 1,000.00   | \$ 2,400.00  | \$ 1,050.00               | \$ 2,400.00  | \$ 1,000.00  | \$ 2,400.00         | \$ 1,000.00  | \$ 2,400.00  | \$ 1,000.00          | \$ 2,400.00   | \$ 1,000.00   | \$ 2,400.00  | \$ 1,000.00   | \$ 2,400.00   |                |               |             |
| 29     | Remove and Replace Concrete Vertical Curb (8"CF)            | LF                  | 151      | \$ 80.00     | \$ 12,040.00         | \$ 63.00     | \$ 9,513.00   | \$ 54.00             | \$ 18,120.00  | \$ 3.45      | \$ 2,838.60               | \$ 5.00      | \$ 10,500.00 | \$ 3.45             | \$ 19,382.00 | \$ 3.05      | \$ 16,958.00         | \$ 8,00       | \$ 16,880.00  | \$ 3.37      | \$ 18,737.20  | \$ 3.37       | \$ 9,060.00    |               |             |
| 30     | Remove and Replace Concrete Gutter Pan                      | LF                  | 202      | \$ 50        | \$ 10,100.00         | \$ 74.00     | \$ 14,948.00  | \$ 58.00             | \$ 11,716.00  | \$ 36.00     | \$ 22,809.00              | \$ 3.45      | \$ 8,305.00  | \$ 66.00            | \$ 17,270.00 | \$ 3.45      | \$ 14,798.00         | \$ 57.00      | \$ 14,544.00  | \$ 60.00     | \$ 12,120.00  | \$ 3.45       | \$ 13,377.40   | \$ 3.45       | \$ 9,060.00 |
| 31     | Remove and Replace Concrete Curb and Gutter (8"CF)          | LF                  | 309      | \$ 70        | \$ 70.00             | \$ 21,595.00 | \$ 62.00      | \$ 19,158.00         | \$ 78.00      | \$ 24,102.00 | \$ 65.00                  | \$ 20,053.00 | \$ 76.00     | \$ 23,484.00        | \$ 85.00     | \$ 26,265.00 | \$ 57.00             | \$ 30,282.00  | \$ 60.00      | \$ 18,540.00 | \$ 3.45       | \$ 20,016.00  | \$ 3.45        | \$ 18,540.00  |             |
| 32     | Remove and Replace Concrete Driveway Approach               | SF                  | 1,390    | \$ 30        | \$ 1,618.00          | \$ 21.00     | \$ 29,190.00  | \$ 17.00             | \$ 23,630.00  | \$ 16.00     | \$ 22,240.00              | \$ 13.00     | \$ 18,070.00 | \$ 13.00            | \$ 22,740.00 | \$ 18.00     | \$ 25,020.00         | \$ 14.40      | \$ 20,016.00  | \$ 14.40     | \$ 20,016.00  | \$ 14.40      | \$ 20,016.00   |               |             |
| 33     | Remove and Replace Concrete Curb Rampe                      | EA                  | 21       | \$ 5,00      | \$ 10,000.00         | \$ 6,000.00  | \$ 126,000.00 | \$ 5,500.00          | \$ 115,500.00 | \$ 6,000.00  | \$ 126,000.00             | \$ 5,000.00  | \$ 6,000.00  | \$ 115,500.00       | \$ 6,000.00  | \$ 9,500.00  | \$ 10,000.00         | \$ 90,300.00  | \$ 6,000.00   | \$ 6,000.00  | \$ 126,000.00 | \$ 6,000.00   | \$ 8,000.00    | \$ 126,000.00 |             |
| 34     | Adjust Storm Drm Manhole Frame and Cover                    | EA                  | 6        | \$ 1,00      | \$ 1,000.00</        |              |               |                      |               |              |                           |              |              |                     |              |              |                      |               |               |              |               |               |                |               |             |



**ITEM NO. 8**





# CITY OF HUNTINGTON PARK

Community Development Department  
City Council Agenda Report

November 17, 2020

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

Dear Mayor and Members of the City Council:

**CONSIDERATION AND APPROVAL OF SECOND AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT (PSA) WITH KLIMT CONSULTING LLC**

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

1. Approve second amendment to Professional Services Agreement with Klimt Consulting LLC for consulting services for Community Planning and Development programs such as Community Development Block Grant (CDBG) and HOME Investment Partnership Program (HOME); Community Development Block Grant Coronavirus Response (CDBG-CV); and
2. Authorize City Manager to execute the agreement.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On June 19, 2018, Klimt Consulting LLC was awarded a contract to administer all of the City's HUD funded programs, including, Community Development Block Grant Program (CDBG), Lead Based Paint Program (LBPHC) and HOME Investment Partnership Program (HOME). On September 17, 2019, Klimt Consulting, LLC was awarded a contract amendment.

Per the original executed professional agreement, a one (1) year extension is optional if both parties desire. The City would like to exercise this option.

**FISCAL IMPACT**

The proposed service agreement has no impact on the General Fund. The services will be paid out of the City's annual allocation from HUD. The one-year extension to the Professional Service Agreement would be awarded at a not-to-exceed amount of \$196,000 to cover the cost of administration for current programs and the newly added Community Development Block Grant Coronavirus Response (CDBG-CV) Program.

**CONSIDERATION AND APPROVAL OF SECOND AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT (PSA) WITH KLIMT CONSULTING LLC.,**  
November 3, 2020  
Page 2 of 2

The agreement will be paid out from the following HUD grants based on the work being conducted:

| <b>Programs</b>                        | <b>Account Number</b> |
|--|-----------------------|
| CDBG Community Development Block Grant | 239-0260-463.56-41    |
| CDBG-CV                                | 239-0280-490.56-41    |
| CDBG-CV (Direct Project Delivery)      | 239-0280-490.51-04    |
| CDBG-CV (Direct Project Delivery)      | 239-0280-490.51-05    |
| HOME                                   | 242-0260-463.56-41    |
| HOME (Direct Project Delivery)         | 242-0298-463.57-33    |

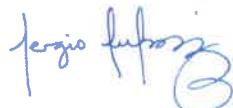
**CONCLUSION**

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

Respectfully submitted,



RICARDO REYES  
City Manager



SERGIO INFANZON  
Director of Community Development

**ATTACHMENT(S)**

- A. Master Professional Service Agreement
- B. First Amendment to Professional Services Agreement
- C. Second Amendment to Professional Services Agreement

**ATTACHMENT A**



## PROFESSIONAL SERVICES AGREEMENT

Administrative Consulting Services for Community Planning and Development Programs and  
HOME Investment Partnership Program

(Parties: City of Huntington Park and Klimt Consulting, LLC)

THIS ADMINISTRATIVE CONSULTING SERVICES AGREEMENT ("AGREEMENT") is made and entered into this 19<sup>th</sup> day of June 2018 (the "Effective Date") by and between the City of Huntington Park, a municipal corporation located in the County of Los Angeles, State of California, hereinafter referred to as "City" and Klimt Consulting, LLC, a limited liability company, hereinafter referred to as "Consultant."

WHEREAS, City desires to engage the services of Consultant as an independent contractor for the purposes of providing the City consulting services related to the Community Planning and Development (CPD) Program and the HOME Investment Partnership Program (HOME); and

WHEREAS, City solicited proposals from qualified companies, which included, but was not limited to, Consultant; and

WHEREAS, based on Consultant's qualifications and experience, it was determined by City that Consultant offers an optimal combination of qualities that provide the City with the best value for the services required; and

WHEREAS, the Huntington Park City Council ("City Council"), at a regularly scheduled meeting of June 19, 2018, approved the execution of this AGREEMENT.

NOW THEREFORE, the Parties hereto agree as follows:

### SECTION ONE: SERVICES OF CONSULTANT

Scope of Services. In compliance with all terms and conditions of this Agreement, Consultant shall provide those services related to the Community Planning and Development (CPD) Program and the HOME Investment Partnership Program (HOME), as specified in the Statement of Work ("SOW") attached hereto as Exhibit "A" and incorporated herein by this reference (the "Services" or "Work").

Standard of Performance. Consultant agrees that all Services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry, and that all goods, materials, equipment or personal property included within the Services herein shall be consistent with industry standards, fit for the purpose intended.

Use of Subcontractors. Consultant shall not contract with any entity to perform in whole or in part, the Work and Services required of Consultant herein without the prior express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of the City. Any such prohibited assignment or transfer shall be void. Additionally, the Consultant agrees its use

of any Subcontractor(s) will be subject to the following requirements, in addition to any other applicable provisions in this Agreement:

- (a) In no event will the Consultant be relieved of its obligations under this Agreement as a result of its use of any Subcontractors. If the City determines that the performance or conduct of any Subcontractor is unsatisfactory, the City may notify the Consultant in writing of the Subcontractor's unsatisfactory performance and the City's justification for judgment. Following receipt of this notification, the Consultant will promptly take all necessary actions to remedy the performance or conduct of such Subcontractor, or replace such a Subcontractor by another third party or by the Consultant's personnel. The replacement of a previously approved Subcontractor with a new third party shall require the City's written consent. Pursuant to Section Four (4) of this Agreement, the Consultant shall indemnify the City for any and all Claims resulting from a Subcontractor's performance of or failure to perform any Services under this Agreement.
- (b) The Consultant will ensure that each Subcontractor has obtained and maintains all licenses, including business licenses, required in connection with the Services for which such Subcontractor is responsible.

## **SECTION TWO: COMPENSATION**

2.1 Contract Sum. For the Services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the Fee Schedule attached hereto as Exhibit B (the "Contract Price"). Consultant's total compensation during the term of this Agreement shall be One Hundred Ninety Six Thousand (\$196,000) for the first year and Two Hundred Fourteen Thousand (\$214,000) for the second year. Total compensation shall not exceed the budgeted aggregate sum of Four Hundred Ten Thousand (\$410,000) per term (hereinafter the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the City Council acting in consultation with the City Manager. Any such increase in the budgeted aggregate sum must be memorialized in an amendment to this Agreement setting forth the terms of the increase. In the event that the Consultant's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the term or any single extension term, the City may suspend the Consultant'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 fees and payment terms of this Agreement. Except as otherwise expressly stated in this Agreement, the City will not pay the Consultant any additional fees, reimbursements or expenses for labor and general business expenses (including travel, meals and overhead expenses) for the Services and other obligations of the Consultant hereunder.

2.2 Method of Payment and Invoices. Unless subject to a dispute as provided in Section 2.3, invoices are payable within forty-five (45) calendar days after receipt of a correct invoice that complies with the requirements of this Agreement. Unless otherwise provided in the Fee Schedule, the Consultant shall submit to City no later than the fifteenth (15th) working day following the last day of the month during which the Services were provided, in the form approved by City. Any charges added for a particular invoice period following the invoice deadline will be improper and void, and the City will not be obligated to pay any such amounts, and will not be deemed to be in

breach in the event that the City refuses to pay such amounts. Notwithstanding the foregoing, the Consultant may refund any overcharges with respect to any invoice at any time.

2.3 Disputed Amounts. The City may withhold payment of any portion of a Consultant invoice that the City in good faith disputes as due, owing or part of an invoice that does not comply with the invoice detail requirements included in Section 2.2 of this Agreement. In such case, if the City objects to any portion of an invoice, the City shall notify the Consultant of the City's objection in writing and set forth the grounds therefore within twenty-one (21) days of the date of receipt of the invoice, and the Parties immediately shall make every reasonable effort to settle the disputed portion of the invoice. The City will pay any undisputed amounts and provide to the Consultant a written explanation of the basis for the disputes as to the disputed amounts within the time set forth above for the payment of undisputed invoices. The failure of the City to pay the disputed part of an invoice will not constitute a breach or default by the City, so long as the City complies with the provisions of this Section 2.3. All of the Consultant's obligations under this Agreement will continue unabated during the dispute resolution process.

### **SECTION THREE: TERM AND TERMINATION**

3.1 Term and Effective Date. The term of this Agreement shall be two (2) years from the Effective Date of this Agreement and may be extended if both Parties desire to a one (1) year extension option. The Effective Date shall be the date this Agreement is fully executed by both Parties.

3.2 Termination. The term of this Agreement shall commence on the Effective Date, and terminate upon the expiration of the Agreement's term, or upon the earlier termination of this Agreement as set forth herein. Either Party may terminate this Agreement at any time without cause by giving thirty (30) days written notice to the other Party of such termination and specifying the effective date thereof. In the event of termination of this Agreement, Consultant will be paid on a prorated basis for work completed and/or in progress at the time of issuance of such termination notice.

### **SECTION FOUR: INDEMNIFICATION**

4.1 Indemnification. The City and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "Indemnitees") shall have no liability to the Consultant or any other person for, and the Consultant shall indemnify, defend and hold harmless Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "Claims"), which Indemnitees may suffer or incur or to which Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of the Consultant's performance of or failure to perform any services under this Agreement or by the negligent or willful acts or omissions of the Consultant, its agents, officers, directors, Subcontractors or employees, committed in performing any of the services under this Agreement, or resulting from a Subcontractor's performance of or failure to perform any services under this Agreement, but excluding such Claims or liabilities arising from the sole active negligence or willful misconduct of City or City Personnel. In connection therewith:

- (a) Consultant shall defend any action or actions filed in connection with any such Claims or liabilities, and shall pay all costs and expenses, including attorney's fees incurred in connection therewith.
- (b) Consultant shall promptly pay any judgment rendered against City or any City Personnel for any such Claims or liabilities.
- (c) In the event City and/or any City Personnel is made a party to any action or proceeding filed or prosecuted for any such damages or other Claims arising out of or in connection with the Consultant's and/or a Subcontractor's performance or failure to perform any Services under this Agreement, Consultant shall pay to City any and all costs and expenses incurred by City or City Personnel in such action or proceeding, together with reasonable attorney's fees and expert witness fees.

## **SECTION FIVE: RECORDS.**

5.1 Records. Consultant shall keep such books and records as shall be necessary to perform the Services required by this Agreement and enable the City Manager to evaluate the cost and the performance of such Services. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles (GAAP). The City Manager shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records. The Consultant shall maintain such books and records and make them available to the City Manager for inspection and audit at mutually convenient times for a period of five (5) years from this Agreement's date of termination.

5.2 Ownership of Documents. All findings, information, data, drawings, specifications, reports, records, documents and other materials, whether in hard copy or electronic form, which are prepared by Consultant, its employees, Subcontractors and agents in the performance of this Agreement, shall be the property of City and shall be delivered to City upon termination of this Agreement or upon the earlier request of the City Manager, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Consultant shall cause all Subcontractors to assign to City any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages suffered thereby.

## **SECTION SIX: CONFIDENTIAL INFORMATION AND RELEASE OF INFORMATION.**

6.1. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. The Consultant and its employees, contractors (including Subcontractors), and agents will use this confidential information only for the purposes of performing the Contractor's obligations under this Agreement. The Consultant will implement and maintain appropriate policies and procedures to safeguard the confidentiality of the City's confidential information. The Consultant acknowledges and agrees to contractually bind its Subcontractors to comply with the

same confidentiality requirements to which the Consultant is bound under this Agreement. The Consultant, its officers, employees, agents, or Subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

6.2 Consultant shall promptly notify the City should Consultant, its officers, employees, agents, or Subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed hereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

6.3 Regardless of the form of any formal agreement that the Consultant has signed with its employees, contractors (including Subcontractors), and agents, the Consultant will retain liability for all breaches of this Agreement and for acts of omissions and/or unauthorized use or disclosure of the City's confidential information by its officers, employees, contractors (including Subcontractors), agents and the like.

6.4 The Parties' obligations of nondisclosure and confidentiality with respect to the other Party's confidential information will survive the expiration or termination of this Agreement for a period of five (5) years from the expiration or termination of this Agreement.

## **SECTION SEVEN: LEGAL RELATIONS AND RESPONSIBILITIES.**

7.1 Compliance with Law. Consultant shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect those employed by it or in any way affect the performance of Services pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances, and regulations and shall be responsible for the compliance of all Work and Services performed by or on behalf of Consultant.

7.2 Licenses, Permits, Fees and Assessments. Except as otherwise specified herein, Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the performance of the Services required by this Agreement.

7.3 Covenant Against Discrimination. The Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no

discrimination against, or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement.

7.4 Independent Contractor. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise, or a joint venturer, or a member of any joint enterprise with Consultant. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. Neither Consultant nor any of Consultant's employees shall, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from City; and neither Consultant nor any of its employees shall be paid by City time and one-half for working in excess of forty (40) hours in any one week. City is under no obligation to withhold State and Federal tax deductions from Consultant's compensation. Neither Consultant nor any of Consultant's employees shall have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.

7.5 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount that may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

7.6 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. However, the Parties may agree to submit any dispute to non-binding arbitration.

7.7 Disputes. In the event of any dispute arising under this Agreement, the injured Party shall notify the injuring Party in writing of its contentions by submitting a claim therefor. The injured Party shall continue performing its obligations hereunder so long as the injuring Party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within thirty (30) days after service of the notice, or such longer period as may be permitted by the City Manager; provided that if the default is an immediate danger to the health, safety and general welfare, City may take such immediate action as City deems warranted. Compliance with the provisions of this section shall be a condition precedent to any legal action related to the enforcement of this Agreement.

7.8 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. City's consent or approval of any act by Consultant requiring City's consent or approval shall not be deemed to waive or render unnecessary City's consent to or approval of any subsequent act of Consultant. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.9 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

7.10 Attorney's Fees. If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing Party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees.

7.11 Conflict of Interest. No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement, nor shall any such officer or employee participate in any decision relating to the Agreement which affects his or her financial interest or the financial interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give, any third party any money or other consideration for obtaining this Agreement.

7.12 Safety. The Consultant shall execute and maintain his/her work so as to avoid injury or damage to any person or property. The Consultant shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out his/her work, the Consultant shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all applicable federal, state and local statutory and regulatory requirements including California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act.

7.13 Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

7.14 Assignment. Neither this Agreement nor any rights or obligations hereunder may be assigned or otherwise transferred by the Consultant, nor shall this Agreement inure to the benefit of any trustee in bankruptcy, receiver, or creditor or consultant, whether by operation of law or otherwise, without the prior written consent of the City which may be withheld in its sole discretion. Any attempt to so assign or transfer this Agreement or any rights or obligations hereunder without such written consent shall be void and of no effect.

## **SECTION EIGHT: INSURANCE**

8.1 Required Insurance Coverage. During the term, and for such other periods as may be required herein, at its sole expense, the Consultant will provide and maintain insurance that is consistent with acceptable and prudent business practices, including, at a minimum, coverage with an insurance company admitted to do business in California, consistent with the rating

requirements contained below, and be approved in writing the City. The following coverage is the minimum required. All limits are per occurrence unless otherwise specified.

|    |   | <u>LIMITS</u> |
|----|---|---------------|
| A. | <b>Workers Compensation Endorsement</b>   | Statutory     |
|    | (i) Voluntary Compensation Endorsement  |               |
|    | (ii) Waiver of Subrogation, specifically name the City of Huntington Park (Please see attached supplement)  |               |
| B. | <b>Automobile Liability</b> – covering owned, non-owned and hired auto  | \$1,000,000   |
| C. | <b>Commercial General Liability, including the following coverage</b>   | \$1,000,000   |
|    | (i) Premises and Operations   |               |
|    | (ii) Contractual (Blanket/Schedule)   |               |
|    | (iii) Independent Contractors   |               |
|    | (iv) Products/Completed Operations  |               |
|    | (v) Personal Injury   |               |
|    | (vi) Additional Insured Endorsements, specifically naming the City of Huntington Park (Please see attached supplement)  |               |
|    | (vii) Cyber security  |               |
| D. | <b>Professional Liability Insurance</b>   | \$2,000,000   |
|    | *Claims-made policy: continuous coverage for at least one (1) year after contract completion, or one (1) year extended reporting period beginning after contract completion |               |
| E. | <b>Errors and Omissions</b>   | \$1,000,000   |

**INSURANCE COMPANIES WHICH DO NOT HAVE AN AM BEST RATING OF A- OR BETTER, AND HAVE A MINIMUM FINANCIAL SIZE OF AT IV, MUST BE REVIEWED FOR ACCEPTABILITY BY THE DIRECTOR OF FINANCE.**

8.2 Evidence of Insurance. Concurrent with the Effective Date, and thereafter at the City's request, the Consultant will deliver to the City certificates of insurance evidencing the insurance required hereunder, together with appropriate and separate endorsements.

8.3 Endorsements. The commercial general liability insurance policy and automobile insurance policy shall contain or be endorsed to contain the following provisions:

(d) Additional insureds: "The City of Huntington Park and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased hired, or borrowed by the Consultant."

- (e) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to the City."
- (f) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects to the City of Huntington Park, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Huntington Park shall be excess and not contributing with the insurance provided by this policy."
- (g) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided by the City of Huntington Park, its officers, officials, agents, employees, and volunteers.
- (h) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (i) The Workers' Compensation policy shall provide a waiver of subrogation in favor of the City.

8.4. Ratings Requirements. All providers of insurance will have an A.M. Best Company rating of A- and a Financial Size Category of IV or better, unless otherwise approved in writing by the Director of Finance.

8.5 Non-limiting. Nothing in Section 9 shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

8.6 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to, and amounts over \$25,000, approved by the City.

## **SECTION NINE: GENERAL WARRANTY DISCLAIMER**

Except as expressly stated in this agreement, neither Party makes any express warranties to the other, nor does each Party excludes all implied warranties or covenants, including, but not limited to, the implied warranties or covenants of merchantability and fitness for a particular purpose.

9.1. Consultant Representations, Warranties, and Covenants. The Consultant represents and warrants to the City that:

- (a) it is qualified and registered to transact business in all locations where the performance of its obligations hereunder would require such qualification;
- (b) it has all necessary rights, powers, and authority to enter into and perform this Agreement and to bind its City with respect to the same, and the execution, delivery, and performance

of this Agreement by the Consultant have been duly authorized by all necessary corporate actions;

- (c) the execution and performance of this Agreement by the Consultant shall not violate any law, statute or regulation, and shall not breach any agreement, covenant, court order, judgment or decree to which the Consultant is a party or by which it is bound;
- (d) it has, and promises that it shall maintain, in effect, all governmental licenses and permits necessary for it to provide the Services contemplated by this Agreement;
- (e) this Agreement constitutes a valid, binding and enforceable obligation of the Consultant;
- (f) Consultant, and its Subcontractors, has obtained or agrees to apply prior to performing any Services under this Agreement to City's Finance Department for a business license, pay the applicable business license tax and maintain said business license during the term of this Agreement. The failure to obtain such license shall be a material breach of this Agreement and grounds for termination by the City. No payments shall be made to Consultant until such business license(s) has been obtained;
- (g) it has the skills, resources and expertise to provide all Services in accordance with the terms of this Agreement and associated SOW;
- (h) without limiting the generality of the foregoing, all Services provided under this Agreement shall be provided in a timely, professional and workmanlike manner consistent with the highest industry standards of quality and integrity provided;
- (i) it represents and warrants to the City that it is in compliance with the City's Conflicts of Interest Code (City of Huntington Park Resolution No. 2016-09 that incorporates by reference 2 Cal. Code of Regs. Section 18730) and that it conducts its business in a manner that is consistent with this City policy;
- (j) it represents and warrants to the City that, as of the Effective Date, there is no pending or anticipated claim, suit or proceeding that involves the Consultant or any of its affiliates or Subcontractors that might adversely affect the Consultant's ability to perform its obligations under this Agreement. The Consultant shall notify the City within seven (7) calendar days of the Consultant's knowledge of any such actual or anticipated claim, suit or proceeding;
- (k) it shall comply with any laws, ordinances, statutes, rules, regulations, or orders of governmental or regulatory authorities to which it is subject, and shall obtain any licenses, permits, franchises, or other governmental authorizations necessary for the ownership of its properties or the conduct of its business, of which violation or failure, either individually or in the aggregate, might materially and adversely affect its business, properties or financial condition, the consummation of the transactions contemplated by this Agreement, and the performance of its obligations hereunder;

9.2 City's Representations, Warranties, and Covenants. The City represents and warrants to the Consultant that:

(a) it has all necessary rights, powers and authority to enter into and perform this Agreement, and that the execution, delivery and performance of this Agreement by the City has been duly authorized by all necessary corporate action; and

**SECTION TEN: MISCELLANEOUS**

10.1 Notices. Any notice, demand, request, consent, approval, communication either Party desires or is required to give the other Party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail to the address set forth below. Either Party may change its address by notifying the other Party of the change of address in writing. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 5:00 p.m. on the second calendar day following dispatch.

To City: CITY OF HUNTINGTON PARK  
Attention: City Manager  
6550 Miles Avenue  
Huntington Park, CA 90255

To Consultant: Klimt Consulting, LLC  
Attention: Renea Ferrell  
8939 S. Sepulveda Blvd. Suite#110, 784  
Los Angeles, CA 90045

10.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement.

10.3 Integration; Amendment. This Agreement contains the entire understanding of the parties herein and supersedes any and all other written or oral understandings as to those matters contained herein, and no prior oral or written understanding shall be of any force or effect with respect to those matters covered thereby. No amendment, change or modification of this Agreement shall be valid unless in writing, stating that it amends, changes or modifies this Agreement, and signed by all the Parties hereto.

10.4 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or inability to enforce shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

10.5 Authority. The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said Party is bound.

10.6 Statutory References. All references in this Agreement to particular statutes, regulations, ordinances, or resolutions of the United States, the State of California, or the County of Los Angeles shall be deemed to include the same statute, regulation, ordinance or resolution as hereafter amended or renumbered, or if repealed, to such other provisions as may thereafter govern the same subject.

10.7. Entire Agreement. This Agreement, including all Exhibits and Addenda hereto, contains the entire understanding and agreement between the Parties hereto with respect to the subject matter hereof and supersedes all previous communications, negotiations, and agreements, whether oral or written, between the Parties with respect to such subject matter, and no addition to or modification of this Agreement or waiver of any provisions of this Agreement shall be binding on either Party unless made in writing and executed by the Consultant and the City.

10.8. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement. Counterparts may be executed in either original or faxed form, and the Parties hereby adopt as original any signatures received via facsimile.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

**CITY:**

**CITY OF HUNTINGTON PARK**

By:

Interim City Manager  
Ricardo Reyes



**CONSULTANT:**

**KLIMT CONSULTING, LLC**

By:

Renea Ferrell  
President



**ATTEST:**

By:

Donna G. Schwartz, CMC  
City Clerk

**APPROVED AT TO FORM**  
**ALVAREZ-GLASMAN & COLVIN**

By:

Arnold Alvarez-Glasman  
City Attorney

## EXHIBIT A: STATEMENT OF WORK

- Provide Administrative Oversight over HUD funded programs, including but not limited to CDBG, HOME, LBPHC and Healthy Homes. Set up and maintain activities and narratives in the Integrated Disbursement Information System (IDIS).
- Prepare all reports and notices as required by the U.S. Department of Housing and Urban Development, including but not limited to: Annual Action Plans, finalization of 5 Year Consolidated Plan and Consolidated Annual Performance and Evaluation Reports (CAPER), Citizen Participation Plan, Contractor/Subcontractor activity reports, and public notices.
- Set up and maintain activities and narratives in the Integrated Disbursement Information System (IDIS). Review submitted funding qualifications for completeness and eligibility (income eligibility).
- Prepare all HUD required reports, notices, and documents necessary to process any City approved amendments to the Consolidated Plan and/or Annual Action Plan
- Prepare necessary environmental review forms and documents for CDBG, HOME, LBPHC and Healthy Homes projects and activities where required.
- Work with City Staff and or other designated persons to review submitted funding qualifications for completeness and eligibility (income eligibility).
- Coordinate preparation of sub-recipient contracts with the City Attorney.
- Review invoices for accuracy and eligibility, and match against the approved scope of work.
- Develop a monitoring plan and monitor all HUD projects/programs for appropriate records maintenance, reporting, and compliance with applicable program requirements.
- Provide Section 3 and Davis-Bacon Wage Compliance procedures and monitoring for them.
- Provide Compliance Reports as needed for projects.
- Review contractors' bids and proposals.
- Create and maintain files for HUD (CDBG, HOME, LBPHC) funded projects/activities and programs.
- During HUD monitoring, assist the City in gathering and providing requested information to support compliance with HUD requirements.
- During Annual Single Audit for HUD Programs, assist the City in gathering and providing requested information to support compliance with HUD requirements.
- Provide training and technical assistance to all funded sub-recipients (both City Departments and Outside agencies) for CDBG
- Develop marketing strategy to encourage participation in HUD funded programs
- Provide research and analysis as requested by City.
- Attend public meetings, as needed.
- Provide any other administrative services as required to properly administer the City's HUD funded programs.
- Provide quarterly status reports on the status of work projects/activities and programs assigned, unless otherwise instructed by the City.
- Advise regarding Labor Compliance for HUD funded projects.
- Develop analysis for potential First Time Homebuyer Program

- Assist in Program Implementation of the CDBG, HOME (Residential Rehab and Potential First Time Homebuyer Program), LBPHC and Healthy Homes
- Coordinate Inspections with Building Safety Department and contractors
- Provide Labor Compliance for CDBG projects and other HUD funded projects, when necessary
- Ensure proper close out of projects (both files and on IDIS) once completed.

## EXHIBIT B: FEE SCHEDULE

### Hourly Rates:

|                      |          |
|----------------------|----------|
| President            | \$105.00 |
| Senior Associate     | \$ 95.00 |
| Associate            | \$ 85.00 |
| Project Associate II | \$ 65.00 |
| Project Associate I  | \$ 55.00 |
| Secretary            | \$ 40.00 |

### HUD Documents (flat rate only):

|   |                           |
|---|---------------------------|
| Consolidated Plan<br>(includes 4 community meetings)  | \$18,000.00               |
| Annual Action Plan<br>(includes 2 community meetings) | \$ 6,500.00               |
| CAPER   | \$ 7,000.00               |
| Citizen Participation Plan                            | Cost provided when needed |
| Analysis of Impediment                                | Cost provided when needed |

### Additional Fees:

|                     |                           |
|---------------------|---------------------------|
| Postage             | Cost plus 7% surcharge    |
| Copies/Reproduction | Cost plus 7% surcharge    |
| Supplies            | Cost plus 7% surcharge    |
| Mileage             | IRS approved mileage rate |

**ATTACHMENT B**





## **FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**

[Administrative Consulting Services for Community Planning and Development Programs and HOME Investment Partnership Program]  
(Parties: City of Huntington Park and Klimt Consulting, LLC)

THIS FIRST AMENDMENT AGREEMENT ("Agreement") is made as of September 20, 2019, by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("City") and Klimt Consulting, LLC (hereinafter, "Contractor"). For the purposes of this Agreement City and Contractor may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to City or Contractor interchangeably. Based on and in consideration of the mutual promises set forth below, the parties agree as follows:

### **RECITALS**

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

**WHEREAS**, Contractor was retained to provide Administrative Consulting Services for Community Planning and Development Programs and HOME Investment Partnership Program for the City;

**WHEREAS**, on or about June 19, 2018, the Parties executed and entered into that certain agreement titled, Professional Services Agreement (Administrative Consulting Services for Community Planning and Development Programs and HOME Investment Partnership Program Agreement) (hereinafter, the "Agreement") which is attached hereto as Exhibit "A";

**WHEREAS**, on September 17, 2019, City of Huntington Park City Council approved the request to increase the contract amount by One Hundred Sixty-Five Thousand Dollars (\$165,000).

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

1. Except as otherwise set forth in this First Amendment, the terms of the Agreement shall control. This First Amendment Agreement with the Professional Services Agreement 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 Agreement to be executed the day and year first appearing in this Agreement, above.

**CITY:**

**CITY OF HUNTINGTON PARK:**

By: 

Ricardo Reyes  
City Manager

**CONSULTANT:**

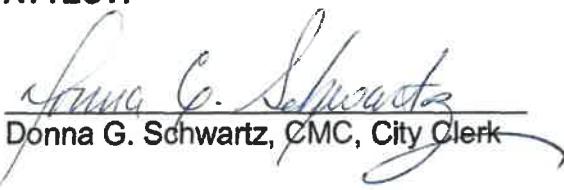
**KLIMT CONSULTING, LLC.:**

By: 

Name: RENA FARREN

Title: PRESIDENT

**ATTEST:**

  
Donna G. Schwartz, CMC, City Clerk

**APPROVED AS TO FORM:**

By: See attached

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

**CITY:**

**CITY OF HUNTINGTON PARK:**

By:

Ricardo Reyes  
City Manager

**CONSULTANT:**

**KLIMT CONSULTING, LLC.:**

By:

Name:

Title:

*Renee Karpas*

*PRESIDENT*

**ATTEST:**

Donna G. Schwartz, CMC, City Clerk

**APPROVED AS TO FORM:**

By:

*Altha A. St*

## PROFESSIONAL SERVICES AGREEMENT

### Administrative Consulting Services for Community Planning and Development Programs and HOME Investment Partnership Program

(Parties: City of Huntington Park and Klimt Consulting, LLC)

THIS ADMINISTRATIVE CONSULTING SERVICES AGREEMENT ("AGREEMENT") is made and entered into this 19<sup>th</sup> day of June 2018 (the "Effective Date") by and between the City of Huntington Park, a municipal corporation located in the County of Los Angeles, State of California, hereinafter referred to as "City" and Klimt Consulting, LLC, a limited liability company, hereinafter referred to as "Consultant."

WHEREAS, City desires to engage the services of Consultant as an independent contractor for the purposes of providing the City consulting services related to the Community Planning and Development (CPD) Program and the HOME Investment Partnership Program (HOME); and

WHEREAS, City solicited proposals from qualified companies, which included, but was not limited to, Consultant; and

WHEREAS, based on Consultant's qualifications and experience, it was determined by City that Consultant offers an optimal combination of qualities that provide the City with the best value for the services required; and

WHEREAS, the Huntington Park City Council ("City Council"), at a regularly scheduled meeting of June 19, 2018, approved the execution of this AGREEMENT.

NOW THEREFORE, the Parties hereto agree as follows:

### SECTION ONE: SERVICES OF CONSULTANT

Scope of Services. In compliance with all terms and conditions of this Agreement, Consultant shall provide those services related to the Community Planning and Development (CPD) Program and the HOME Investment Partnership Program (HOME), as specified in the Statement of Work ("SOW") attached hereto as Exhibit "A" and incorporated herein by this reference (the "Services" or "Work").

Standard of Performance. Consultant agrees that all Services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry, and that all goods, materials, equipment or personal property included within the Services herein shall be consistent with industry standards, fit for the purpose intended.

Use of Subcontractors. Consultant shall not contract with any entity to perform in whole or in part, the Work and Services required of Consultant herein without the prior express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of the City. Any such prohibited assignment or transfer shall be void. Additionally, the Consultant agrees its use

of any Subcontractor(s) will be subject to the following requirements, in addition to any other applicable provisions in this Agreement:

- (a) In no event will the Consultant be relieved of its obligations under this Agreement as a result of its use of any Subcontractors. If the City determines that the performance or conduct of any Subcontractor is unsatisfactory, the City may notify the Consultant in writing of the Subcontractor's unsatisfactory performance and the City's justification for judgment. Following receipt of this notification, the Consultant will promptly take all necessary actions to remedy the performance or conduct of such Subcontractor, or replace such a Subcontractor by another third party or by the Consultant's personnel. The replacement of a previously approved Subcontractor with a new third party shall require the City's written consent. Pursuant to Section Four (4) of this Agreement, the Consultant shall indemnify the City for any and all Claims resulting from a Subcontractor's performance of or failure to perform any Services under this Agreement.
- (b) The Consultant will ensure that each Subcontractor has obtained and maintains all licenses, including business licenses, required in connection with the Services for which such Subcontractor is responsible.

## **SECTION TWO: COMPENSATION**

2.1 **Contract Sum.** For the Services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the Fee Schedule attached hereto as Exhibit B (the "Contract Price"). Consultant's total compensation during the term of this Agreement shall be One Hundred Ninety Six Thousand (\$196,000) for the first year and Two Hundred Fourteen Thousand (\$214,000) for the second year. Total compensation shall not exceed the budgeted aggregate sum of Four Hundred Ten Thousand (\$410,000) per term (hereinafter the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the City Council acting in consultation with the City Manager. Any such increase in the budgeted aggregate sum must be memorialized in an amendment to this Agreement setting forth the terms of the increase. In the event that the Consultant's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the term or any single extension term, the City may suspend the Consultant'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 fees and payment terms of this Agreement. Except as otherwise expressly stated in this Agreement, the City will not pay the Consultant any additional fees, reimbursements or expenses for labor and general business expenses (including travel, meals and overhead expenses) for the Services and other obligations of the Consultant hereunder.

2.2 **Method of Payment and Invoices.** Unless subject to a dispute as provided in Section 2.3, invoices are payable within forty-five (45) calendar days after receipt of a correct invoice that complies with the requirements of this Agreement. Unless otherwise provided in the Fee Schedule, the Consultant shall submit to City no later than the fifteenth (15th) working day following the last day of the month during which the Services were provided, in the form approved by City. Any charges added for a particular invoice period following the invoice deadline will be improper and void, and the City will not be obligated to pay any such amounts, and will not be deemed to be in

breach in the event that the City refuses to pay such amounts. Notwithstanding the foregoing, the Consultant may refund any overcharges with respect to any invoice at any time.

**2.3 Disputed Amounts.** The City may withhold payment of any portion of a Consultant invoice that the City in good faith disputes as due, owing or part of an invoice that does not comply with the invoice detail requirements included in Section 2.2 of this Agreement. In such case, if the City objects to any portion of an invoice, the City shall notify the Consultant of the City's objection in writing and set forth the grounds therefore within twenty-one (21) days of the date of receipt of the invoice, and the Parties immediately shall make every reasonable effort to settle the disputed portion of the invoice. The City will pay any undisputed amounts and provide to the Consultant a written explanation of the basis for the disputes as to the disputed amounts within the time set forth above for the payment of undisputed invoices. The failure of the City to pay the disputed part of an invoice will not constitute a breach or default by the City, so long as the City complies with the provisions of this Section 2.3. All of the Consultant's obligations under this Agreement will continue unabated during the dispute resolution process.

### **SECTION THREE: TERM AND TERMINATION**

**3.1 Term and Effective Date.** The term of this Agreement shall be two (2) years from the Effective Date of this Agreement and may be extended if both Parties desire to a one (1) year extension option. The Effective Date shall be the date this Agreement is fully executed by both Parties.

**3.2 Termination.** The term of this Agreement shall commence on the Effective Date, and terminate upon the expiration of the Agreement's term, or upon the earlier termination of this Agreement as set forth herein. Either Party may terminate this Agreement at any time without cause by giving thirty (30) days written notice to the other Party of such termination and specifying the effective date thereof. In the event of termination of this Agreement, Consultant will be paid on a prorated basis for work completed and/or in progress at the time of issuance of such termination notice.

### **SECTION FOUR: INDEMNIFICATION**

**4.1 Indemnification.** The City and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "Indemnitees") shall have no liability to the Consultant or any other person for, and the Consultant shall indemnify, defend and hold harmless Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "Claims"), which Indemnitees may suffer or incur or to which Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of the Consultant's performance of or failure to perform any services under this Agreement or by the negligent or willful acts or omissions of the Consultant, its agents, officers, directors, Subcontractors or employees, committed in performing any of the services under this Agreement, or resulting from a Subcontractor's performance of or failure to perform any services under this Agreement, but excluding such Claims or liabilities arising from the sole active negligence or willful misconduct of City or City Personnel. In connection therewith:

- (a) Consultant shall defend any action or actions filed in connection with any such Claims or liabilities, and shall pay all costs and expenses, including attorney's fees incurred in connection therewith.
- (b) Consultant shall promptly pay any judgment rendered against City or any City Personnel for any such Claims or liabilities.
- (c) In the event City and/or any City Personnel is made a party to any action or proceeding filed or prosecuted for any such damages or other Claims arising out of or in connection with the Consultant's and/or a Subcontractor's performance or failure to perform any Services under this Agreement, Consultant shall pay to City any and all costs and expenses incurred by City or City Personnel in such action or proceeding, together with reasonable attorney's fees and expert witness fees.

**SECTION FIVE: RECORDS.**

5.1 Records. Consultant shall keep such books and records as shall be necessary to perform the Services required by this Agreement and enable the City Manager to evaluate the cost and the performance of such Services. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles (GAAP). The City Manager shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records. The Consultant shall maintain such books and records and make them available to the City Manager for inspection and audit at mutually convenient times for a period of five (5) years from this Agreement's date of termination.

5.2 Ownership of Documents. All findings, information, data, drawings, specifications, reports, records, documents and other materials, whether in hard copy or electronic form, which are prepared by Consultant, its employees, Subcontractors and agents in the performance of this Agreement, shall be the property of City and shall be delivered to City upon termination of this Agreement or upon the earlier request of the City Manager, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Consultant shall cause all Subcontractors to assign to City any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages suffered thereby.

**SECTION SIX: CONFIDENTIAL INFORMATION AND RELEASE OF INFORMATION.**

6.1. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. The Consultant and its employees, contractors (including Subcontractors), and agents will use this confidential information only for the purposes of performing the Contractor's obligations under this Agreement. The Consultant will implement and maintain appropriate policies and procedures to safeguard the confidentiality of the City's confidential information. The Consultant acknowledges and agrees to contractually bind its Subcontractors to comply with the

same confidentiality requirements to which the Consultant is bound under this Agreement. The Consultant, its officers, employees, agents, or Subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

6.2 Consultant shall promptly notify the City should Consultant, its officers, employees, agents, or Subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed hereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

6.3 Regardless of the form of any formal agreement that the Consultant has signed with its employees, contractors (including Subcontractors), and agents, the Consultant will retain liability for all breaches of this Agreement and for acts of omissions and/or unauthorized use or disclosure of the City's confidential information by its officers, employees, contractors (including Subcontractors), agents and the like.

6.4 The Parties' obligations of nondisclosure and confidentiality with respect to the other Party's confidential information will survive the expiration or termination of this Agreement for a period of five (5) years from the expiration or termination of this Agreement.

## **SECTION SEVEN: LEGAL RELATIONS AND RESPONSIBILITIES.**

7.1 Compliance with Law. Consultant shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect those employed by it or in any way affect the performance of Services pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances, and regulations and shall be responsible for the compliance of all Work and Services performed by or on behalf of Consultant.

7.2 Licenses, Permits, Fees and Assessments. Except as otherwise specified herein, Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the performance of the Services required by this Agreement.

7.3 Covenant Against Discrimination. The Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no

discrimination against, or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement.

**7.4 Independent Contractor.** Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise, or a joint venturer, or a member of any joint enterprise with Consultant. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. Neither Consultant nor any of Consultant's employees shall, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from City; and neither Consultant nor any of its employees shall be paid by City time and one-half for working in excess of forty (40) hours in any one week. City is under no obligation to withhold State and Federal tax deductions from Consultant's compensation. Neither Consultant nor any of Consultant's employees shall have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.

**7.5 Non-liability of City Officers and Employees.** No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount that may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

**7.6 California Law.** This Agreement shall be construed and interpreted both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. However, the Parties may agree to submit any dispute to non-binding arbitration.

**7.7 Disputes.** In the event of any dispute arising under this Agreement, the injured Party shall notify the injuring Party in writing of its contentions by submitting a claim therefor. The injured Party shall continue performing its obligations hereunder so long as the injuring Party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within thirty (30) days after service of the notice, or such longer period as may be permitted by the City Manager; provided that if the default is an immediate danger to the health, safety and general welfare, City may take such immediate action as City deems warranted. Compliance with the provisions of this section shall be a condition precedent to any legal action related to the enforcement of this Agreement.

**7.8 Waiver.** No delay or omission in the exercise of any right or remedy of a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. City's consent or approval of any act by Consultant requiring City's consent or approval shall not be deemed to waive or render unnecessary City's consent to or approval of any subsequent act of Consultant. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.9 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

7.10 Attorney's Fees. If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing Party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees.

7.11 Conflict of Interest. No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement, nor shall any such officer or employee participate in any decision relating to the Agreement which affects his or her financial interest or the financial interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give, any third party any money or other consideration for obtaining this Agreement.

7.12 Safety. The Consultant shall execute and maintain his/her work so as to avoid injury or damage to any person or property. The Consultant shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out his/her work, the Consultant shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all applicable federal, state and local statutory and regulatory requirements including California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act.

7.13 Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

7.14 Assignment. Neither this Agreement nor any rights or obligations hereunder may be assigned or otherwise transferred by the Consultant, nor shall this Agreement inure to the benefit of any trustee in bankruptcy, receiver, or creditor or consultant, whether by operation of law or otherwise, without the prior written consent of the City which may be withheld in its sole discretion. Any attempt to so assign or transfer this Agreement or any rights or obligations hereunder without such written consent shall be void and of no effect.

## **SECTION EIGHT: INSURANCE**

8.1 Required Insurance Coverage. During the term, and for such other periods as may be required herein, at its sole expense, the Consultant will provide and maintain insurance that is consistent with acceptable and prudent business practices, including, at a minimum, coverage with an insurance company admitted to do business in California, consistent with the rating

requirements contained below, and be approved in writing the City. The following coverage is the minimum required. All limits are per occurrence unless otherwise specified.

|       |   | <u>LIMITS</u> |
|-------|---|---------------|
| A.    | <b>Workers Compensation Endorsement</b>   | Statutory     |
| (i)   | Voluntary Compensation Endorsement  |               |
| (ii)  | Waiver of Subrogation, specifically name the City of Huntington Park (Please see attached supplement)   |               |
| B.    | <b>Automobile Liability</b> – covering owned, non-owned and hired auto  | \$1,000,000   |
| C.    | <b>Commercial General Liability, including the following coverage</b>   | \$1,000,000   |
| (i)   | Premises and Operations   |               |
| (ii)  | Contractual (Blanket/Schedule)  |               |
| (iii) | Independent Contractors   |               |
| (iv)  | Products/Completed Operations   |               |
| (v)   | Personal Injury   |               |
| (vi)  | Additional Insured Endorsements, specifically naming the City of Huntington Park (Please see attached supplement)   |               |
| (vii) | Cyber security  |               |
| D.    | <b>Professional Liability Insurance</b>   | \$2,000,000   |
|       | *Claims-made policy: continuous coverage for at least one (1) year after contract completion, or one (1) year extended reporting period beginning after contract completion |               |
| E.    | <b>Errors and Omissions</b>   | \$1,000,000   |

**INSURANCE COMPANIES WHICH DO NOT HAVE AN AM BEST RATING OF A- OR BETTER, AND HAVE A MINIMUM FINANCIAL SIZE OF AT IV, MUST BE REVIEWED FOR ACCEPTABILITY BY THE DIRECTOR OF FINANCE.**

**8.2 Evidence of Insurance.** Concurrent with the Effective Date, and thereafter at the City's request, the Consultant will deliver to the City certificates of insurance evidencing the insurance required hereunder, together with appropriate and separate endorsements.

**8.3 Endorsements.** The commercial general liability insurance policy and automobile insurance policy shall contain or be endorsed to contain the following provisions:

(d) Additional insureds: "The City of Huntington Park and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."

- (e) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to the City."
- (f) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects to the City of Huntington Park, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Huntington Park shall be excess and not contributing with the insurance provided by this policy."
- (g) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided by the City of Huntington Park, its officers, officials, agents, employees, and volunteers.
- (h) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (i) The Workers' Compensation policy shall provide a waiver of subrogation in favor of the City.

8.4. Ratings Requirements. All providers of insurance will have an A.M. Best Company rating of A- and a Financial Size Category of IV or better, unless otherwise approved in writing by the Director of Finance.

8.5 Non-limiting. Nothing in Section 9 shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

8.6 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to, and amounts over \$25,000, approved by the City.

## **SECTION NINE: GENERAL WARRANTY DISCLAIMER**

Except as expressly stated in this agreement, neither Party makes any express warranties to the other, nor does each Party excludes all implied warranties or covenants, including, but not limited to, the implied warranties or covenants of merchantability and fitness for a particular purpose.

9.1. Consultant Representations, Warranties, and Covenants. The Consultant represents and warrants to the City that:

- (a) it is qualified and registered to transact business in all locations where the performance of its obligations hereunder would require such qualification;
- (b) it has all necessary rights, powers, and authority to enter into and perform this Agreement and to bind its City with respect to the same, and the execution, delivery, and performance

of this Agreement by the Consultant have been duly authorized by all necessary corporate actions;

- (c) the execution and performance of this Agreement by the Consultant shall not violate any law, statute or regulation, and shall not breach any agreement, covenant, court order, judgment or decree to which the Consultant is a party or by which it is bound;
- (d) it has, and promises that it shall maintain, in effect, all governmental licenses and permits necessary for it to provide the Services contemplated by this Agreement;
- (e) this Agreement constitutes a valid, binding and enforceable obligation of the Consultant;
- (f) Consultant, and its Subcontractors, has obtained or agrees to apply prior to performing any Services under this Agreement to City's Finance Department for a business license, pay the applicable business license tax and maintain said business license during the term of this Agreement. The failure to obtain such license shall be a material breach of this Agreement and grounds for termination by the City. No payments shall be made to Consultant until such business license(s) has been obtained;
- (g) it has the skills, resources and expertise to provide all Services in accordance with the terms of this Agreement and associated SOW;
- (h) without limiting the generality of the foregoing, all Services provided under this Agreement shall be provided in a timely, professional and workmanlike manner consistent with the highest industry standards of quality and integrity provided;
- (i) it represents and warrants to the City that it is in compliance with the City's Conflicts of Interest Code (City of Huntington Park Resolution No. 2016-09 that incorporates by reference 2 Cal. Code of Regs. Section 18730) and that it conducts its business in a manner that is consistent with this City policy;
- (j) it represents and warrants to the City that, as of the Effective Date, there is no pending or anticipated claim, suit or proceeding that involves the Consultant or any of its affiliates or Subcontractors that might adversely affect the Consultant's ability to perform its obligations under this Agreement. The Consultant shall notify the City within seven (7) calendar days of the Consultant's knowledge of any such actual or anticipated claim, suit or proceeding;
- (k) it shall comply with any laws, ordinances, statutes, rules, regulations, or orders of governmental or regulatory authorities to which it is subject, and shall obtain any licenses, permits, franchises, or other governmental authorizations necessary for the ownership of its properties or the conduct of its business, of which violation or failure, either individually or in the aggregate, might materially and adversely affect its business, properties or financial condition, the consummation of the transactions contemplated by this Agreement, and the performance of its obligations hereunder;

9.2 City's Representations, Warranties, and Covenants. The City represents and warrants to the Consultant that:

(a) it has all necessary rights, powers and authority to enter into and perform this Agreement, and that the execution, delivery and performance of this Agreement by the City has been duly authorized by all necessary corporate action; and

**SECTION TEN: MISCELLANEOUS**

10.1 **Notices.** Any notice, demand, request, consent, approval, communication either Party desires or is required to give the other Party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail to the address set forth below. Either Party may change its address by notifying the other Party of the change of address in writing. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 5:00 p.m. on the second calendar day following dispatch.

To City: CITY OF HUNTINGTON PARK  
Attention: City Manager  
6550 Miles Avenue  
Huntington Park, CA 90255

To Consultant: Klimt Consulting, LLC  
Attention: Renea Ferrell  
8939 S. Sepulveda Blvd. Suite#110, 784  
Los Angeles, CA 90045

10.2 **Interpretation.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement.

10.3 **Integration: Amendment.** This Agreement contains the entire understanding of the parties herein and supersedes any and all other written or oral understandings as to those matters contained herein, and no prior oral or written understanding shall be of any force or effect with respect to those matters covered thereby. No amendment, change or modification of this Agreement shall be valid unless in writing, stating that it amends, changes or modifies this Agreement, and signed by all the Parties hereto.

10.4 **Severability.** In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or inability to enforce shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

10.5 Authority. The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said Party is bound.

10.6 Statutory References. All references in this Agreement to particular statutes, regulations, ordinances, or resolutions of the United States, the State of California, or the County of Los Angeles shall be deemed to include the same statute, regulation, ordinance or resolution as hereafter amended or renumbered, or if repealed, to such other provisions as may thereafter govern the same subject.

10.7. Entire Agreement. This Agreement, including all Exhibits and Addenda hereto, contains the entire understanding and agreement between the Parties hereto with respect to the subject matter hereof and supersedes all previous communications, negotiations, and agreements, whether oral or written, between the Parties with respect to such subject matter, and no addition to or modification of this Agreement or waiver of any provisions of this Agreement shall be binding on either Party unless made in writing and executed by the Consultant and the City.

10.8. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement. Counterparts may be executed in either original or faxed form, and the Parties hereby adopt as original any signatures received via facsimile.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

**CITY:**

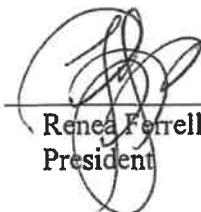
**CITY OF HUNTINGTON PARK**

By: 

Interim City Manager  
Ricardo Reyes

**CONSULTANT:**

**KLIMT CONSULTING, LLC**

By: 

Renea Fettrell  
President

**ATTEST:**

By: 

Donna G. Schwartz, CMC  
City Clerk

APPROVED AT TO FORM  
ALVAREZ-GLASMAN & COLVIN

By: 

Arnold Alvarez-Glasman  
City Attorney

## EXHIBIT A: STATEMENT OF WORK

- Provide Administrative Oversight over HUD funded programs, including but not limited to CDBG, HOME, LBPHC and Healthy Homes. Set up and maintain activities and narratives in the Integrated Disbursement Information System (IDIS).
- Prepare all reports and notices as required by the U.S. Department of Housing and Urban Development, including but not limited to: Annual Action Plans, finalization of 5 Year Consolidated Plan and Consolidated Annual Performance and Evaluation Reports (CAPER), Citizen Participation Plan, Contractor/Subcontractor activity reports, and public notices.
- Set up and maintain activities and narratives in the Integrated Disbursement Information System (IDIS). Review submitted funding qualifications for completeness and eligibility (income eligibility).
- Prepare all HUD required reports, notices, and documents necessary to process any City approved amendments to the Consolidated Plan and/or Annual Action Plan
- Prepare necessary environmental review forms and documents for CDBG, HOME, LBPHC and Healthy Homes projects and activities where required.
- Work with City Staff and or other designated persons to review submitted funding qualifications for completeness and eligibility (income eligibility).
- Coordinate preparation of sub-recipient contracts with the City Attorney.
- Review invoices for accuracy and eligibility, and match against the approved scope of work.
- Develop a monitoring plan and monitor all HUD projects/programs for appropriate records maintenance, reporting, and compliance with applicable program requirements.
- Provide Section 3 and Davis-Bacon Wage Compliance procedures and monitoring for them.
- Provide Compliance Reports as needed for projects.
- Review contractors' bids and proposals.
- Create and maintain files for HUD (CDBG, HOME, LBPHC) funded projects/activities and programs.
- During HUD monitoring, assist the City in gathering and providing requested information to support compliance with HUD requirements.
- During Annual Single Audit for HUD Programs, assist the City in gathering and providing requested information to support compliance with HUD requirements.
- Provide training and technical assistance to all funded sub-recipients (both City Departments and Outside agencies) for CDBG
- Develop marketing strategy to encourage participation in HUD funded programs
- Provide research and analysis as requested by City.
- Attend public meetings, as needed.
- Provide any other administrative services as required to properly administer the City's HUD funded programs.
- Provide quarterly status reports on the status of work projects/activities and programs assigned, unless otherwise instructed by the City.
- Advise regarding Labor Compliance for HUD funded projects.
- Develop analysis for potential First Time Homebuyer Program

- Assist in Program Implementation of the CDBG, HOME (Residential Rehab and Potential First Time Homebuyer Program), LBPHC and Healthy Homes
- Coordinate Inspections with Building Safety Department and contractors
- Provide Labor Compliance for CDBG projects and other HUD funded projects, when necessary
- Ensure proper close out of projects (both files and on IDIS) once completed.

## EXHIBIT B: FEE SCHEDULE

### Hourly Rates:

|                      |          |
|----------------------|----------|
| President            | \$105.00 |
| Senior Associate     | \$ 95.00 |
| Associate            | \$ 85.00 |
| Project Associate II | \$ 65.00 |
| Project Associate I  | \$ 55.00 |
| Secretary            | \$ 40.00 |

### HUD Documents (flat rate only):

|   |                           |
|---|---------------------------|
| Consolidated Plan<br>(includes 4 community meetings)  | \$18,000.00               |
| Annual Action Plan<br>(includes 2 community meetings) | \$ 6,500.00               |
| CAPER   | \$ 7,000.00               |
| Citizen Participation Plan                            | Cost provided when needed |
| Analysis of Impediment                                | Cost provided when needed |

### Additional Fees:

|                     |                           |
|---------------------|---------------------------|
| Postage             | Cost plus 7% surcharge    |
| Copies/Reproduction | Cost plus 7% surcharge    |
| Supplies            | Cost plus 7% surcharge    |
| Mileage             | IRS approved mileage rate |



**ATTACHMENT C**





## **SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**

[Administrative Consulting Services for Community Planning and Development  
Programs and HOME Investment Partnership Program]  
(Parties: City of Huntington Park and Klimt Consulting, LLC)

THIS SECOND AMENDMENT AGREEMENT ("Agreement") is made as of November 3, 2020 by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("City") and Klimt Consulting, LLC (hereinafter, "Contractor"). For the purposes of this Agreement City and Contractor may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to City or Contractor interchangeably. Based on and in consideration of the mutual promises set forth below, the parties agree as follows:

### **RECITALS**

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

**WHEREAS**, Contractor was retained to provide Administrative Consulting Services for Community Planning and Development Programs and HOME Investment Partnership Program for the City;

**WHEREAS**, on or about June 19, 2018, the Parties executed and entered into that certain agreement titled, Professional Services Agreement (Administrative Consulting Services for Community Planning and Development Programs and HOME Investment Partnership Program Agreement) (hereinafter, the "Agreement") which is attached hereto as Exhibit "A";

**WHEREAS**, the first amendment to be retroactive to July 1, 2019; and

**WHEREAS**, on September 17, 2019, City of Huntington Park City Council approved the request to increase the contract amount by One Hundred Sixty-Five Thousand Dollars (\$165,000); and

**WHEREAS**, the second amendment to be retroactive to July 1, 2020; and

**WHEREAS**, on November 17, 2020, the City of Huntington Park City Council approved the request to extend the contract by one-year in the amount not-to-exceed \$196,000; and

**WHEREAS**, the second amendment ends on June 30, 2021 to correlate with the City's annual program year end date.

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

1. Except as otherwise set forth in this Second Amendment, the terms of the Agreement shall control. This Second Amendment Agreement with the Professional Services Agreement 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 Second Amendment Agreement to be executed the day and year first appearing in this Agreement, above.

**CITY:**

**CITY OF HUNTINGTON PARK:**

By: \_\_\_\_\_  
Ricardo Reyes  
City Manager

**ATTEST:**

\_\_\_\_\_  
Sergio Infanzon, Acting City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

**CONSULTANT:**

**KLIMT CONSULTING, LLC.:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_