

CITY OF HUNTINGTON PARK

City Council

Regular Meeting

Agenda

Tuesday, December 1, 2020

6:00 p.m.

City Hall Council Chambers

6550 Miles Avenue, Huntington Park, CA 90255

Manuel “Manny” Avila
Mayor

Graciela Ortiz
Vice Mayor

Karina Macias
Council Member



Marilyn Sanabria
Council Member

Eduardo “Eddie” Martinez
Council Member

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

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

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

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

- The conduct of City Council meetings is governed by the portion of the California Government Code commonly known as the "Brown Act" and by the Huntington Park City Council Meeting Rules of Procedure.
- The City Council meeting is for conducting the City's business, and members of the audience must obey the rules of decorum set forth by law. This means that each speaker will be permitted to speak for three minutes to address items that are listed on the City Council agenda or topics which are within the jurisdictional authority of the City.
- No profanity, personal attacks, booing, cheering, applauding or other conduct disruptive to the meeting will be permitted. Any person not adhering to the Rules of Procedure or conduct authorized by the Brown Act may be asked to leave the Council Chambers.
- All comments directed to the City Council or to any member of the City Council must be directed to the Mayor (or Chairperson if Mayor is absent).

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

Public Comment

Certain provisions of the Brown Act are temporarily waived pursuant to Governor Newsom's Executive Order N-25-20 and N-29-20.

In the interest of Public Health and Safety in order to minimize the spread of the COVID 19 virus, you are strongly encouraged to observe the City Council meetings on the City of Huntington Park's website at www.hpca.gov.

PUBLIC COMMENT – If you would like to comment on any listed Agenda Items or Non-Agenda Items, please email the City Clerk's office at publiccomment@hpca.gov or by telephone, by calling (323) 584-6230, up until one (1) hour, prior to the start of the meeting. Public Comments will then be read during public comment and made part of the record.

The City of Huntington Park thanks you in advance for your cooperation.

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

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

Additions/Deletions to Agenda

Items of business may be added to the agenda upon a motion adopted by a minimum two-thirds vote finding that there is a need to take immediate action and that the need for action came to the attention of the City or Agency subsequent to the agenda being posted. Items may be deleted from the agenda upon the request of staff or Council.

Important Notice

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

CALL TO ORDER

ROLL CALL

Mayor Manuel "Manny" Avila
Vice Mayor Graciela Ortiz
Council Member Karina Macias
Council Member Marilyn Sanabria
Council Member Eduardo "Eddie" Martinez

INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATION(S) –

1. Census 2020 Report Presentation

PUBLIC COMMENT

Pursuant to the Governor's Executive Orders, any emailed public comment will be read into the record at this time.

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

STAFF RESPONSE

RECESS TO CLOSED SESSION

CLOSED SESSION –

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Government Code section 54956.9(d)(2)
One matter

RECONVENE TO OPEN SESSION

CLOSED SESSION ANNOUNCEMENT

CONSENT CALENDAR

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

OFFICE OF THE CITY CLERK

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

1-1. Regular City Council Meeting held November 17, 2020

FINANCE

2. Approve Accounts Payable and Payroll Warrant(s) dated December 1, 2020

END OF CONSENT CALENDAR

REGULAR AGENDA

PUBLIC WORKS

3. CONSIDERATION AND APPROVAL OF AWARD OF PROFESSIONAL SERVICES AGREEMENT FOR FIRE PLAN CHECKING AND RELATED SERVICES

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Award the fire plan checking and related services professional services agreement for a period of two (2) years to California Construction Support Services; and
2. Authorize the City Manager to execute the agreement.

4. CONSIDERATION AND APPROVAL OF AWARD OF A CONSTRUCTION CONTRACT FOR CIP 2019-07 WATER MAIN REPLACEMENT PROJECT – HILL STREET AND CUDAHY STREET

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the construction contract with Stephen Doreck Equipment Rentals for the construction of CIP 2019-07 Water Main Replacement Project – Hill Street and Cudahy Street as the lowest responsive, responsible bidder for a not-to-exceed amount of \$2,938,491; and
 2. Appropriate \$840,130 from the Gas Tax Fund (SB1 funds) from Account No. 221-8010-431.76-14 Hill/Cudahy Mainlines Capital Improvement Project and \$2,098,361 from the Water Fund from Account No. 681-8030-461.76-14 Hill/Cudahy Mainlines Capital Improvement Project; and
 3. Appropriate a five percent (5%) construction contingency of \$146,925 payable from the Water Fund from Account No. 681-8030-461.76-14 Hill/Cudahy Mainlines Capital Improvement Project; and
 4. Authorize the City Manager to execute the construction contract agreement.
5. **CONSIDERATION AND APPROVAL TO SUBMIT A LETTER OF SUPPORT FOR THE CITY OF SOUTH GATE AS PART OF THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION HIGHWAY SAFETY IMPROVEMENT PROGRAM CYCLE 10 FUNDING APPLICATION**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize the City Manager to sign a letter of support for the City of South Gate as part of the State of California Department of Transportation (Caltrans) Highway Safety Improvement Plan (HSIP) Cycle 10 funding application for enhancements at the signalized intersection of Santa Ana Street and California Avenue.
6. **CONSIDERATION AND APPROVAL TO RECLASSIFY PROJECT ACCOUNT NUMBER FROM LOCAL MEASURE R FUNDS TO METRO MEASURE R FUNDS FOR CIP 2019-02 SLAUSON AVENUE CONGESTION RELIEF IMPROVEMENTS PROJECT, LACMTA PROJECT ID# MEASURE R MR306.53 AND FTIP LA0G1669**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize the acceptance of funding provided through LACMTA Measure R funds totaling \$700,000 in account number 222-0000-340.65-15 LACMTA Measure R Revenue; and
2. Appropriate \$700,000 in account number 222-8010-431.76-13 LACMTA Slauson Avenue Capital Improvement Project for the design of CIP 2019-02 Slauson Avenue Congestion Relief Improvements Project, LACMTA Project ID# Measure R MR306.53, and FTIP LA0G1669; and
3. Authorize staff to make the necessary budget adjustments.

7. CONSIDERATION AND APPROVAL OF LOS ANGELES COUNTY SAFE, CLEAN WATER PROGRAM ANNUAL EXPENDITURE PLAN FOR FY 2020-21

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the Los Angeles County Safe, Clean Water Program Annual Expenditure Plan for FY 2020-21;

CITY ATTORNEY

8. RECONSIDERATION OF BID PROCESS PURSUANT TO CALIFORNIA PUBLIC CONTRACT CODE SECTION 22160 ET SEQ. AND APPROVAL OF A DESIGN BUILD CONTRACT PROCESS FOR THE CONSTRUCTION AND COMPLETION OF THE AQUATIC CENTER AND RELATED AMMENATIES AT SALT LAKE PARK

1. A copy of Staff Report will be available on Monday, November 30, 2020 at the City Clerk's Office.

END OF REGULAR AGENDA

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS

COUNCIL COMMUNICATIONS

Council Member Eduardo "Eddie" Martinez

Council Member Marilyn Sanabria

Council Member Karina Macias

Vice Mayor Graciela Ortiz

Mayor Manuel "Manny" Avila

ADJOURNMENT

The City of Huntington Park City Council will adjourn to a Regular Meeting on Tuesday, December 15, 2020 at 6:00 P.M.

I, Sergio Infanzon, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted at City of Huntington Park City Hall and made available at www.hpca.gov not less than 72 hours prior to the meeting. Dated this 26th day November 2020.

A handwritten signature in blue ink, appearing to read "Sergio Infanzon", written over a horizontal line.

Sergio Infanzon, Acting City Clerk

ITEM NO. 1

MINUTES

Regular Meeting of the
City of Huntington Park City Council
Tuesday, November 17, 2020

The City Council conducted this meeting in accordance with California Governor Newsom's Executive Order N-25-20 and N-29-20.

The Rules of Decorum were played prior to the start of the Regular Meeting.

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:02 p.m. on Tuesday, November 17, 2020, 2020, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Manuel "Manny" Avila presiding.

PRESENT: Council Member(s): Eduardo "Eddie" Martinez, Marilyn Sanabria, Karina Macias, Vice Mayor Graciela Ortiz, and Mayor Manuel "Manny" Avila.

CITY OFFICIALS/STAFF: Ricardo Reyes, City Manager; Raul Alvarez, Assistant City Manager; Alvarez-Glasman, City Attorney; Araceli Almazan, Legal; Sergio Infanzon, Director of Community Development/Acting City Clerk; Cesar Roldan, Director of Public Works; Cosme Lozano, Chief of Police; Nita McKay, Director of Finance & Administrative Services ABSENT: Cynthia Norzagaray, Director of Parks & Recreation;

INVOCATION

Invocation was led by Vice Mayor Ortiz.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Sanabria.

PRESENTATIONS

1. No Presentations

PUBLIC COMMENT

1. Mr. Steve Saldana recently purchase a home in Huntington Park and he suggested for the city to start implementing an overnight parking permit restriction due to neighbors and residents utilizing multiple vehicles or motorcycles to reserve parking spaces.
2. Mr. John Longoria brought attention to the In-Lieu parking fees that are currently in place in the city. He is asking to waive the fees during these difficult times.

STAFF RESPONSE

1. No staff response

CLOSED SESSION

At 6:07 p.m. Mayor "Manny" Avila, recessed to closed session

City Attorney Araceli Almazan, asked the City to recess into closed session to discuss the three matters listed under the close session portion of the agenda. The minutes should reflect that the two of those matters are identified as existing litigation and are identify as item #1. The third matter is identified as existing litigation and listed as item #2.

1. CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION
Government Code Section 54956.9(d)(2) - Two Matters
2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(1)(d) Name of case: Humberto Lozano
(deceased) v City of Huntington Park Claim No. 16-126100

At 7:40 p.m. Mayor Avila reconvened to open session with all Council Members present.

CLOSED SESSION ANNOUNCEMENT

City Attorney Aracely Almazan announced all five Council Members were present and briefed on closed session for items 1 and 2. 1). No final action was taken, nothing to report., 2) No final action was taken, nothing to report.

CONSENT CALENDAR

Motion: Council Member Sanabria moved to approve the consent calendar from the November 15, 2020, Regular Meeting, seconded by Vice Mayor Ortiz. Motion passed 5-0-0, by the following vote:

ROLL CALL:

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

OFFICE OF THE CITY CLERK

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

1-1. Regular City Council Meeting held on October 20, 2020

FINANCE

2. **Approved Accounts Payable and Payroll Warrant(s) dated November 3 & November 17, 2020**

REGULAR AGENDA

PUBLIC WORKS

3. **CONSIDERATION AND APPROVAL OF WASTE MANAGEMENT'S FINAL INVOICE FOR SOIL REMOVAL AS PART OF THE PRE-CONSTRUCTION PHASE OF AN AQUATIC CENTER AND RELATED AMENITIES AT SALT LAKE PARK**

Director of Public Works Cesar Roldan presented the item.

Motion: Vice Mayor Ortiz moved to approve final payment of a not-to-exceed amount of \$1,211,188.66 to Waste Management from account number 111-6010-451.76-05 for soil removal as part of the pre-construction phase of an Aquatic Center and related amenities at Salt Lake Park, approve a budget appropriation transfer in the amount of \$1,211,189 from account number 111-9010-419.80-31 Aquatics Center Debt Service Payment to account number 111-6010-451.76-05 Aquatics Center Capital Project, and authorize staff to process final payment for services rendered, seconded by Council Member Sanabria. Motion passed 5-0-0, by the following vote:

ROLL CALL:

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

4. **CONSIDERATION AND APPROVAL OF AWARD OF CONTRACT TO UPDATE THE URBAN WATER MANAGEMENT PLAN**

Director of Public Works Cesar Roldan presented the item.

Motion: Mayor Avila moved to Award the professional services agreement to update the Urban Water Management Plan to West & Associates Engineering, Inc. for a not-to exceed fee of \$37,000 payable from Account No. 681-8030-461-56.41, and Authorize the City Manager to execute the professional services agreement, seconded by Vice Mayor Ortiz, Motion passed 5-0-0, by the following vote:

ROLL CALL:

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

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

Director of Public Works Cesar Roldan presented the item.

Motion: Mayor Avila moved to 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, appropriate \$449,986 from Account No. 221-8010-431.76-12 from SB1 funds (Gas Tax Fund), and authorize the City Manager to execute the professional services agreement, seconded by Council Member Macias, Motion passed 4-0-0, by the following vote:

ROLL CALL:

AYES: Council Member(s): Martinez, Sanabria, Macias, and Mayor Avila (Vice Mayor Ortiz was not present inside the Council Chambers during the Roll Call)

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

Director of Public Works Cesar Roldan presented the item.

Motion: Council Member Sanabria moved to 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 authorize the City Manager to execute the professional services agreement, seconded by Council Member Macias, Motion passed 4-0-0, by the following vote:

ROLL CALL:

AYES: Council Member(s): Martinez, Sanabria, Macias, and Mayor Avila (Vice Mayor Ortiz was not present inside the Council Chambers during the Roll Call)

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

Director of Public Works Cesar Roldan presented the item.

Councilmember Martinez recused himself from participating and voting on this item.

Motion: Council Member Sanabria, moved to 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, 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, 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 authorize the City Manager to execute the construction contract agreement, seconded by Council Member Macias, Motion passed 4-0-0, by the following vote:

ROLL CALL:

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

COMMUNITY DEVELOPMENT

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

City Manager Ricardo Reyes presented the item:

Motion: Vice Mayor Ortiz, moved to 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 authorize City Manager to execute the agreement, seconded by Council Member Macias, Motion passed 5-0-0, by the following vote:

ROLL CALL:

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

9. APPOINTMENTS, RE-APPOINTMENTS AND REMOVAL (IF NECESSARY) BY COUNCIL MEMBERS TO THE VARIOUS CITY COMMISSIONS

City Manager Ricardo Reyes Introduce Item.

1. Vice Mayor Ortiz appointed Esmeralda Castillo to the Parks and Recreation Commission and Yadira Montano to the Youth Commission
2. Mayor Avila appointed Ricardo Barba to the Planning Commission

END OF REGULAR AGENDA

DEPARTMENTAL REPORTS (Information only) - None

WRITTEN COMMUNICATIONS – None.

COUNCIL COMMUNICATIONS

Council Member Martinez thanked the staff for making sure the council meeting was conducted safely. He also reminded everyone that Thanksgiving is coming up and is asking all residents to wear a mask, and try not to have large gatherings and light a candle for those residents we have lost to covid.

Council Member Sanabria thanked staff and wished everyone a Happy Thanksgiving. And reminded everyone to celebrate safely.

Council Member Macias echoed what was said by her colleagues, and thanked staff for their hard work and commitment to continue providing essential services to the community. She reminded everyone about the Senior Food Pantry taking place on Thursday, November 19, 2020 from 1:00 – 3:00 p.m., and the TZU Chi Food distribution Saturday, November 21, 2020 from 9:00 – 10:30 a.m. at Gage Middle School. She also thanked the Police Officers, Public Works, Director Cesar Roldan and Chief of Police Cosme Lozano for helping on this ongoing distribution every month. She wished everyone a wonderful and safe Thanksgiving.

Vice Mayor Ortiz wished everyone a safe Thanksgiving. She stated for the residents watching at home that council is here to serve you. There are food distributions taking place and other different resource, if you need assistance, you can call City Hall or call us directly to the number on the website.

Mayor Avila stated that due to covid-19 he recommended to have small gatherings on Thanksgiving.

ADJOURNMENT

Mayor Avila adjourned the meeting at 7:53 p.m. in memory of the victims of the virus, to a Regular Meeting on Tuesday, December 1, 2020 at 6:00 p.m.

Respectfully submitted,



Sergio Infanzon
Acting City Clerk

ITEM NO. 2

**City of Huntington Park
List of Funds**

Fund	Description
111	General Fund
121	Special Revenue Welfare Inmate
122	Prevention Intervention
152	Greenway Linear Park Project
210	Measure M
216	Employees Retirement Fund
217	OPEB
219	Sales Tax - Transit Proposition A
220	Sales Tax - Transit Proposition C
221	State Gasoline Tax Fund
222	Measure R
224	Office of Traffic & Safety
225	Cal Cops Fund
226	Air Quality Improvement Trust
227	Office of Criminal Justice
228	Bureau of Justice Fund
229	Police Forfeiture Fund
231	Parking System Fund
232	Art in Public Places Fund
233	Bullet Proof Vest Grant
239	Federal Community Development Block Grant
242	HUD Home Program
275	Successor Agency
283	Sewer Maintenance Fund
285	Solid Waste Management Fund
287	Solid Waste Recycle Grant
334	Ped/Bike Path Fund
475	Public Financing Authority
535	Street Lighting and Landscape
681	Water Department Fund
741	Fleet Maintenance
745	Self-Insurance Fund

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
WR 12-01-2020**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
ALVAREZ-GLASMAN & COLVIN	2020-09-19545	745-9031-413.32-70	CLERK'S LEGAL SERVICES	200.00
AMAZON.COM SERVICES, INC.	13QMG9P1QDLQ	111-6010-451.56-41	P&R OFFICE SUPPLIES	\$200.00
AMERIGAS	3112855906	741-8060-431.43-20	SRVC CALL PROPANE TANK	1,863.23
AT&T	000015563535	111-7010-421.53-10	PD DISPATCH SRVC 10/4-11/3/20	\$1,863.23
AT&T PAYMENT CENTER	9/28-10/27/20	111-7010-421.53-10	PD PHONE SERVICE	77.16
BENEFIT ADMINISTRATION CORPORATION	6028939-IN	111-2030-413.56-41	FLEX ADMIN FEES 10/2020	\$77.16
BLUE FISH	NOV001	239-0280-490.51-03	EMERG SENIOR MEAL PROGRAM	1,035.04
	NOV002	239-0280-490.51-03	EMERG SENIOR MEAL PROGRAM	1,139.38
	OCT001	239-0280-490.51-03	EMERG SENIOR MEAL PROGRAM	\$1,139.38
	OCT002	239-0280-490.51-03	EMERG SENIOR MEAL PROGRAM	50.00
	OCT003	239-0280-490.51-03	EMERG SENIOR MEAL PROGRAM	\$50.00
	OCT004	239-0280-490.51-03	EMERG SENIOR MEAL PROGRAM	570.00
BRIGHTLIFE DESIGNS LLC	1201	232-6010-419.56-41	C.H. HOLIDAY DECORATIONS	570.00
CAL PRIVATE BANK	244273M9LM7MMB	111-0110-411-66-05	COUNCIL OFFICE EXPENSE	\$15,200.00
	2469216M92XNJ2R	111-0110-411-66-05	COUNCIL OFFICE EXPENSE	6.99
	2449215LSRTH192	111-2030-413-59-15	WEBINAR-CA FAMILY RIGHTS	132.00
	2423168MBRBGHKD	111-2030-413-61-20	HR OFFICE EXPENSE	75.00
	2400594M08PSWX2	111-3010-415-59-15	FIN REGIST GOVERNMENT GAAP	10.81
CARD INTEGRATORS	00002461	111-7010-421.56-41	PD PHOTO ID SUPPLIES	135.00
CENTRAL FORD	361589	741-8060-431.43-20	PURGE SOLENOID UNIT # 977	\$359.80
	361871	741-8060-431.43-20	WATER HEATER SEAL	1,110.49
	C64696	741-8060-431.43-20	SERVICE UNIT # 977	\$1,110.49
CHARTER COMMUNICATIONS	0467069110720	111-7010-421.53-10	PD INTERNET SRVC 11/7-12/6/20	64.52
	0514415103020	111-7010-421.53-10	PD INTERNET SRVC 10/30-11/29/20	115.93
	10696480110120	111-7010-421.53-10	PD ICI SYSTEM 11/2020	145.00
	0444795110220	111-9010-419.53-10	CITY HALL INTERNET 11/2-12/1/20	\$325.45
CHRISTMAS LIGHT DECORATORS	023190	111-6010-451.74-10	PALM TREE LIGHTS-PACIFIC BLVD	1,999.00
CITY OF LAKEWOOD	5128	681-8030-461.42-05	ALESHIRE & WYNDER 10/2020	\$5,002.66
				23,100.00
				\$23,100.00
				429.32
				\$429.32

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
WR 12-01-2020**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
COMMERCIAL TIRE COMPANY	1-163170	741-8060-431.43-20	TIRE FLAT REPAIR UNIT # 203	189.42
	1-GS163505	741-8060-431.43-20	TIRES FOR FLEET VEHICLES	342.68
				\$532.10
CONCENTRA MEDICAL CENTERS	69549516	111-2030-413.56-41	PD PHYSICAL LEVEL 2	1,092.00
				\$1,092.00
CR&R INCORPORATED	0067971	111-8027-431.56-59	WASTE & RECYCLING 11/2020	16,680.00
				\$16,680.00
DAILY JOURNAL CORPORATION	B3402508	239-0260-463.54-00	COMU DEVE PUBLICATION	1,300.00
	B3407642	242-0260-463.54-00	COMU DEVE PUBLICATION	1,400.00
	B3407646	242-0260-463.54-00	COMU DEVE PUBLICATION	1,400.00
				\$4,100.00
DAPEER, ROSENBLIT & LITVAK	17959	111-0220-411.32-70	COMU DEV LEGAL SRVCS 10/2020	455.40
				\$455.40
DATAPROSE, INC.	DP2003918	681-3022-415.53-20	WATER BILLS POSTAGE 10/2020	1,226.16
	DP2003918	681-3022-415.56-41	WATER BILLS 10/2020	818.28
				\$2,044.44
DELTA DENTAL	BE004147301	111-0000-217.50-20	DELTA PREMIUM 11/2020	8,362.89
				\$8,362.89
DELTA DENTAL INSURANCE COMPANY	BE004144954	111-0000-217.50-20	DELTA PREMIUM 11/2020	2,302.37
				\$2,302.37
DEPARTMENT OF JUSTICE	476706	111-7030-421.56-41	PD FINGERPRINT APPS 10/2020	160.00
				\$160.00
EDUARDO MELENDEZ	76288 / 76923	111-0000-347.25-00	P&R SPORTS REFUND	378.00
				\$378.00
ELECNR BELCO ELECTRIC, INC	14-0467-002	202-8080-431-73-10	HAWK SIGNAL GAGE/BISSELL	20,147.60
				\$20,147.60
EMPLOYMENT DEVELOPMENT DEPT.	L0583843296	111-9017-413.52-90	UNEMPLOYMENT INSURANCE	16,995.00
				\$16,995.00
EXPRESS TRANSPORTATION SERVICES LLC	HPE11012020	111-0000-362.20-15	PROPERTY LEASE 11/2020	-2,000.00
	HPE11012020	111-0000-362.20-15	VEHICLE LEASE 11/2020	-500.00
	HPE11012020	219-0000-340.30-00	FARES OCTOBER 2020	-1,899.00
	HPE11012020	219-8085-431.56-43	HP EXPRESS SRVCS 10/2020	33,479.03
	DAR07012020	219-8085-431.56-45	DIAL A RIDE SRVCS 7/2020	63,845.00
	DAR09012020	219-8085-431.56-45	DIAL A RIDE SRVCS 9/2020	65,436.00
	DAR10012020	219-8085-431.56-45	DIAL A RIDE SRVCS 10/2020	65,436.00
	DAR11012020	219-8085-431.56-45	DIAL A RIDE SRVCS 11/2020	65,436.00
	HPE11012020	220-8085-431.56-43	HP EXPRESS SRVCS 10/2020	33,479.04
	HPE11012020	222-8010-431.56-43	HP EXPRESS SRVCS 10/2020	33,479.03
				\$356,191.10

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
WR 12-01-2020**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
GALLS, LLC	016837572	111-7022-421.61-24	PD UNIFORM EQUIPMENT	497.93
	016837576	111-7022-421.61-24	PD UNIFORM EQUIPMENT	124.84
	016837595	111-7022-421.61-24	PD UNIFORM EQUIPMENT	153.22
				\$775.99
GERARDO BECERRA	76236 / 76922	111-0000-347.25-00	P&R SPORTS REFUND	378.00
				\$378.00
GOMEZ, BENJAMIN	8667-13216	681-0000-228.70-00	WATER CREDIT REFUND	48.14
				\$48.14
HASA, INC.	714560	681-8030-461.41-00	SODIUM HYPOCHLORITE	266.37
	714561	681-8030-461.41-00	SODIUM HYPOCHLORITE	290.27
	714562	681-8030-461.41-00	SODIUM HYPOCHLORITE	103.14
	720522	681-8030-461.41-00	SODIUM HYPOCHLORITE	307.35
	720523	681-8030-461.41-00	SODIUM HYPOCHLORITE	170.75
	720525	681-8030-461.41-00	SODIUM HYPOCHLORITE	268.07
				\$1,405.95
HERNANDEZ, RAUL & GRACIELA	23215-9130	681-0000-228.70-00	WATER CREDIT REFUND	69.53
	23217-25382	681-0000-228.70-00	WATER CREDIT REFUND	146.91
				\$216.44
HOME DEPOT - PUBLIC WORKS	972279	111-8020-431.43-10	CREDIT RETURN PW URINAL	-163.89
	2972135	111-8024-421.43-10	CREDIT RETURN URINAL	-185.87
	6971908	111-8024-421.43-10	PD URINAL / WAX RINGS	185.87
	9380265	111-8095-431.61-50	PAINT TO REMOVE GRAFFITI	306.94
	6971907	221-8014-429.61-20	FOAM FOR PULL BOXES/BRACKERS	278.29
	7201539	221-8014-429.61-20	FOAM FOR PULL BOXES	180.04
	7905668	221-8014-429.61-20	CREDIT FOR FOAM BOXES	-249.79
	2542769	535-8090-452.61-20	RITA PARKING LIGHT BULBS	29.28
				\$380.87
INFRAMARK LLC	56831	283-8040-432.56-41	SEWER UTILITY MAINT 11/2020	13,187.45
	56831	681-8030-461.56-41	WATER UTILITY MAINT 11/2020	101,658.20
				\$114,845.65
INFRASTRUCTURE ENGINEERS	25482	111-6010-451.76-05	AQUATIC CENTER SRV 10/2020	34,100.00
	25447-R	111-8080-431.56-62	INITIAL STUDY/NEW BUSINESS	28,770.00
	25532	111-8080-431.73-10	ATP CYCLE 2 PROJECT 10/2020	23,500.00
	25533	202-8080-431.73-10	HAWK SIGNAL GAGE/BISSELL	983.10
	25525	222-8010-431.76-02	I-PARK SYSTEM PROJECT 10/2020	1,577.40
				\$88,930.50
J316 BUILDER	1-OCTOBER 2020	111-7024-421.56-41	JANITORIAL SRVCS 10/2020	3,700.84
	2-OCTOBER 2020	111-7024-421.56-41	JANITORIAL SUPPLIES 10/2020	698.45
	1-OCTOBER 2020	111-8020-431.56-41	JANITORIAL SRVCS 10/2020	1,440.58
	2-OCTOBER 2020	111-8020-431.56-41	JANITORIAL SUPPLIES 10/2020	419.07
	1-OCTOBER 2020	111-8022-419.56-41	JANITORIAL SRVCS 10/2020	4,305.23
	2-OCTOBER 2020	111-8022-419.56-41	JANITORIAL SUPPLIES 10/2020	931.27

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
WR 12-01-2020**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
J316 BUILDER	1-OCTOBER 2020	111-8023-451.56-41	JANITORIAL SRVCS 10/2020	11,472.56
	2-OCTOBER 2020	111-8023-451.56-41	JANITORIAL SUPPLIES 10/2020	2,607.54
				\$25,575.54
JTB SUPPLY COMPANY INC	108141	221-8014-429.61-20	TRAFFIC SIGNAL SUPPLIES	6,950.38
				\$6,950.38
KIM'S DESIGN & LIQUIDATION, LLC	001113201-1	111-6010-451.74-10	SALT LAKE PARK CUBICLES	6,370.00
				\$6,370.00
LAN WAN ENTERPRISE, INC	70909	681-9010-419.74-10	MSP 7 TABLETS WATER DEPT.	1,759.59
				\$1,759.59
LEGAL SHIELD	GROUP #0143713	111-0000-217.60-50	ID THEFT PREMIUM 11/2020	28.90
				\$28.90
LYNBERG & WATKINS APC	56611	745-9031-413.32-70	CLERK'S LEGAL SERVICES	1,147.50
				\$1,147.50
MANAGED HEALTH NETWORK	PRM-054939	111-0000-217.50-60	HEALTH PREMIUM-EAP 9/2020	1,361.36
	PRM-055852	111-0000-217.50-60	HEALTH PREMIUM-EAP 10/2020	1,361.36
	PRM-056672	111-0000-217.50-60	HEALTH PREMIUM-EAP 11/2020	1,342.32
				\$4,065.04
MERRIMAC ENERGY GROUP	22094917	741-8060-431.62-30	FUEL PURCHASE	7,006.09
				\$7,006.09
MOTOROLA SOLUTIONS, INC	29325	229-7010-421.74-10	PD 3 MOTOROLA DISPATCH CONSOLES	160,437.32
				\$160,437.32
NATIONWIDE ENVIRONMENTAL SERVICES	31135	220-8070-431.56-41	BUS SHELTER CLEAN 10/2020	18,072.60
	31134	221-8010-431.56-41	STREET SWEEPING SRV 10/2020	50,632.65
				\$68,705.25
NOM AUTOMOTIVE	HP3022	741-8060-431.43-20	REPAIRS TO PD UNIT # 985	5,121.98
				\$5,121.98
NORTH STAR LAND SCAPE LLC	1601-105	535-8090-452.56-60	TREE TRIMMING SRVCS 7/2020	24,350.00
	1601-112	535-8090-452.56-60	TREE TRIMMING SRVCS 8/2020	22,995.00
	1601-123	535-8090-452.56-60	TREE TRIMMING SRVCS 9/2020	16,432.00
	1601-125	535-8090-452.56-60	TREE TRIMMING SRVCS 10/2020	44,402.00
				\$108,179.00
O'REILLY AUTO PARTS	2959-299343	741-8060-431.43-20	ANTIFREEZE & OIL FILTERS	234.20
	2959-300087	741-8060-431.43-20	BATTERY ASSEMBLY UNIT # 953	86.46
	2959-310745	741-8060-431.43-20	SUPPLIES:BATTERIES,FILTERS	937.93
	2959-310750	741-8060-431.43-20	FRONT BRAKE PADS UNIT # 346	192.45
	2959-311179	741-8060-431.43-20	FACE SHIELD FOR GRINDER	53.59
	2959-311577	741-8060-431.43-20	BRAKE LIGHT SWITCH	56.99
	2959-311605	741-8060-431.43-20	SUSPENSION LINKS UNIT # 123	296.33
	2959-311973	741-8060-431.43-20	OIL DRAIN CONTAINER	147.72
				\$2,005.67

**CITY OF HUNTINGTON PARK
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
PARS	46749	111-9010-419.56-41	PARS ARS FEE 9/30/20	646.68
	46673	216-3010-415.56-41	PARS REP FEES 9/30/20	2,459.74
				\$3,106.42
PEJMAN, ALAGHBAND	21103-10332	681-0000-228.70-00	WATER CREDIT REFUND	198.38
				\$198.38
QDOXS	IN32124	111-8020-431.43-05	PW COPIER BASE 10/18-11/17/2020	21.90
	IN32124	285-8050-432.43-05	PW COPIER BASE 10/18-11/17/2020	21.90
	IN32124	681-8030-461.43-05	PW COPIER BASE 10/18-11/17/2020	21.90
				\$65.70
QUINN POWER SYSTEMS	PC810900854	741-8060-431.43-20	REPLACE RADIATOR GENER WELL 16	3,092.17
				\$3,092.17
RIVERSIDE COUNTY SHERIFF'S DEPT	12/1/2020	111-7010-421.59-30	PD STC BASIC ACADEMY COURSE	1,649.11
ROGERS POULTRY CO	197489A	239-0272-463.57-91	PURCHASE OF TURKEYS	3,542.62
	198771	239-0272-463.57-91	PURCHASE OF TURKEYS	2,897.20
				\$6,439.82
RON TURLEY ASSOCIATES, INC.	59633	741-8060-431.43-20	RTA ANNUAL MAINTENANCE	2,000.00
				\$2,000.00
SOUTHERN CALIFORNIA EDISON	10/7/20-11/5/20	111-7024-421.62-10	6542 & 6538 MILES AVENUE	5,727.58
	9/4/20-10/7/20	221-8014-429.62-10	VARIOUS SRVC LOCATIONS	3,636.06
				\$9,363.64
SPRINT SOLUTIONS, INC	475527450-009	111-6010-451.56-41	P&R WALKIE TALKIE 9/9-10/8/2020	142.70
				\$142.70
ST FRANCIS, LLC.	1661084	221-8014-429.56-41	T.SIGNAL MAINTENANCE 10/2020	5,683.00
STACY MEDICAL CENTER	3160-40468	111-7022-421.56-15	PRE-BOOKING EXAM & CUSTODY	435.00
				\$435.00
STANDARD INSURANCE COMPANY	378917 0002	111-0000-217.50-70	LIFE INS PREMIUM 12/2020	1,187.93
	378917 001	111-0000-217.50-70	LIFE INS PREMIUM 11/2020	6,246.38
	378917 002	111-0000-217.50-70	LIFE INS PREMIUM 11/2020	1,466.43
				\$8,900.74
SUPERIOR COURT OF CALIFORNIA	OCTOBER 2020	111-7010-415.56-10	PARKING CITATION SURCHARGE	21,851.00
				\$21,851.00
THE GAS COMPANY	10/7/20-11/6/20	111-7024-421.62-10	VARIOUS SRVC LOCATIONS	167.40
	10/7/20-11/6/20	111-8020-431.62-10	VARIOUS SRVC LOCATIONS	21.23
	10/7/20-11/6/20	111-8022-419.62-10	VARIOUS SRVC LOCATIONS	342.46
	10/7/20-11/6/20	111-8023-451.62-10	VARIOUS SRVC LOCATIONS	202.48
				\$733.57

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
VERIZON WIRELESS	9866084144	111-6010-451.56-41	P&R SPLASH FLEX SIM CARD	38.01
	9866084144	111-8010-431.53-10	PW CELL SRVC 10/2-11/1/2020	838.60
	9866084144	111-8095-431.53-10	I-PARK SIM CARDS 10/2-11/1/2020	684.18
	9866084144	681-8030-461.53-10	I-PARK SIM CARDS 10/2-11/1/2020	112.29
				\$1,673.08
VISION SERVICE PLAN-CA	810924412	111-0000-217.50-30	VISION PLAN SRVC 12/2020	22.10
	810924414	111-0000-217.50-30	VISION PLAN SRVC 12/2020	3,133.38
				\$3,155.48
WATER SYSTEMS OPTIMIZATION INC.	1808	681-8030-461.56-41	WATER AUDIT/LEVEL 1 VALIDATION	2,500.00
				\$2,500.00
WEST GOVERNMENT SERVICES	843362451	111-7030-421.56-41	PD LIBRARY PLAN CHARGES	66.90
				\$66.90
WESTERN EXTERMINATOR COMPANY	8564241	111-7024-421.56-41	EXTERMINATOR SRVCS 10/2020	50.00
	8564241	111-8020-431.56-41	EXTERMINATOR SRVCS 10/2020	67.50
	8564241	111-8022-419.56-41	EXTERMINATOR SRVCS 10/2020	49.00
	8564241	111-8023-451.56-41	EXTERMINATOR SRVCS 10/2020	92.50
	8564241	535-8090-452.56-60	EXTERMINATOR SRVCS 10/2020	139.50
				\$398.50
WEX BANK	68497018	741-8060-431.62-30	PD FUEL PURCHASE	359.79
				\$359.79
WILLIAM ORTEGA	1224210625	285-0000-228.75-00	C&D REFUND-7010 HOOD	2,100.00
				\$2,100.00
				\$1,160,712.23

ITEM NO. 3



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

December 1, 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 PROFESSIONAL SERVICES AGREEMENT FOR FIRE PLAN CHECKING AND RELATED SERVICES

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Award the fire plan checking and related services professional services agreement for a period of two (2) years to California Construction Support Services; and
2. Authorize the City Manager to execute the agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

At the October 6, 2020 City Council meeting, staff requested authorization to solicit proposals from qualified firms to provide fire plan checking and related services. The Los Angeles County Fire Department (LACFD) currently provides this service. The City would like to contract with dependable consultant that can conduct external plan reviews and provide inspection services that would otherwise be provided by LACFD. The objective of contracting out plan check services is to provide relief to other priority Fire Department objectives and to help expedite this service to our community. The City aims to provide timely, efficient and professional service responsive to the needs of the project applicants.

The consultant will provide a fire marshals, fire inspection, building officials, building inspection, fire and building plan check services and counter support staff that provide an exceptional level of customer service while applying City-adopted codes, regulations and policies reasonably and fairly to the entire private development process.

On October 9, 2020, the City Clerk's Office published the Request for Qualifications (RFQ) in the local newspaper of general circulation and Public Work' posted the RFQ on the City's website and other forms of electronic media. The RFQ provided the guidance expected of professional engineering and building and safety firms that perform similar type work.

CONSIDERATION AND APPROVAL OF AWARD OF PROFESSIONAL SERVICES AGREEMENT FOR FIRE PLAN CHECKING AND RELATED SERVICES

December 1, 2020

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The City solicited proposals from qualified firms and the date to submit proposals was November 4, 2020. The City received six (6) proposals.

Engineering & Building Safety Firm	Staff Level Classifications & Hourly Wage	Description of Fee Structure
California Construction Support Services	Fire marshal: \$165 per hour Fire inspector: \$120 per hour Fire investigator: \$140 per hour Emergency off-hours inspection: \$150	<ul style="list-style-type: none"> Plan check fee will be 60% of the plan check fee collected by the City which includes 1st and 2nd plan checks, based on the Los Angeles County Fire Prevention Engineering Fee Schedule. 3rd and subsequent plan check, or City projects plan check: \$143 per hour. Expedited plan checks at 90% of plan check fee, or 1.75 times the normally hourly rate.
Bureau Veritas	Fire Marshal: \$150 Fire Protection Engineer: \$135 Senior Fire Plans Examiner: \$120 Fire Plans Examiner: \$115 Fire Prevention Inspector: \$105 Fire Prevention Specialist: \$70 Administrative Support: \$55	<ul style="list-style-type: none"> Overtime and work performed on weekends, after-hours, or on holidays will be an additional 1.25% of the fees shown. No overtime will be charged without Dept approval.
CSG Consultants	Fire Plan Check: \$120	<ul style="list-style-type: none"> 80% of City's Plan Check Fee
InterWest	Plan Review Engineer/Manager: \$ 145 Fire Plans Examiner: \$100 Fire Inspector: \$100 Administrative Services: \$60	<ul style="list-style-type: none"> Not yet been disclosed by the City of Huntington Park if the percent of fees will be fixed by the City or if the percent of fees will be negotiated.
True North	Fire Inspector: \$105.00 Senior Fire Inspector: \$115.00 Fire Marshal: \$145.00 Building Official: \$145.00 Licensed Fire Protection Engineer: \$135.00 Building/MEP Plan Review Engineer: \$125.00 Fire/Building Plans Examiner: \$115.00 Building Inspector: \$95.00 Senior Building Inspector: \$105.00 CASp Plan Reviewer/Inspector: \$125.00 Licensed Civil Engineer: \$135.00	<ul style="list-style-type: none"> 80% of the Los Angeles County Fire plan check & Inspection fee per the latest Fee Schedule used by the County.
West Coast Code Consultants, Inc.	Expedited Plan Review 150% of Regular Plan Review Fees Fourth and Subsequent Plan Reviews: \$125.00/hr Deferred Submittals/RFIs/ASIs: \$125.00/hr Hourly Plan Review: \$125.00/hr	<ul style="list-style-type: none"> 80% of Plan Check Fees

CONSIDERATION AND APPROVAL OF AWARD OF PROFESSIONAL SERVICES AGREEMENT FOR FIRE PLAN CHECKING AND RELATED SERVICES

December 1, 2020

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City staff has relayed that engineering and building and safety support from an outside consultant is necessary to accomplish fire plan check services. Based on the need to oversee this service, it is staff's recommendation to award the professional services agreement to California Construction Support Services.

LEGAL REQUIREMENT

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

FISCAL IMPACT/FINANCING

California Construction Support Services is qualified to perform the services in accordance with the requirements stipulated in the RFQ. California Construction Support Services' plan check fee will be 60% of the plan check fees collected by the City which includes the 1st and 2nd plan check reviews. Fees based on the most current Los Angeles County Fire Prevention Engineering Fee Schedule. Third and subsequent plan checks, or City projects plan check will be invoiced at \$143 per hour. Expedited plan checks will be invoiced at 90% of plan check fees collected from the applicant, or 1.75 times the normally hourly rate.

The above-mentioned fees are contingent upon fees collected for fire plan check services from private developments or City authorized and approved projects.

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager

**CONSIDERATION AND APPROVAL OF AWARD OF PROFESSIONAL SERVICES
AGREEMENT FOR FIRE PLAN CHECKING AND RELATED SERVICES**

December 1, 2020

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A handwritten signature in dark ink, appearing to read "Cesar Roldan", is written in a cursive style.

CESAR ROLDAN
Director of Public Works

ATTACHMENT(S)

- A. California Construction Support Services Agreement
- B. Consultant Qualifications

ATTACHMENT A



PROFESSIONAL SERVICES AGREEMENT
Fire Plan Checking and Related Services

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this **1st day of December 2020**, (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and **CALIFORNIA CONSTRUCTION SUPPORT SERVICES** (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

RECITALS

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

WHEREAS, on December 1, 2020, the Huntington Park City Council at its Regular Meeting approved the Professional Services Agreement to the CONSULTANT to provide fire plan checking and related services; and

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

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

WHEREAS, the execution of this Agreement was approved by the Huntington Park City Council at its Regular Meeting of December 1, 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 two (2) years 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 as stipulated in the qualifications reflected in **Exhibit "A"**. CONSULTANT shall not exceed the fee stipulated in Exhibit A 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 approved amount 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 approved amount or any other CITY-approved amendment to the compensation terms of this Agreement.
- 1.4 PAYMENT OF COMPENSATION: On the first of each month, CONSULTANT shall submit to CITY an itemized invoice for that month's Base Fee and indicating the additional services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall pay any undisputed amounts. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.
- 1.5 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the reasonable right to access and examine such records, without charge. CITY shall own and further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the

undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT shall deliver to CITY immediately and without delay, all written materials, including any electronic communications, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II. PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager (hereinafter, the "CITY Representative") to act as its representative for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representative or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representative or their designee.
- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates Steve Forster to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his professional skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall constitute notice to CONSULTANT. CONSULTANT may, by written notice to CITY, advise CITY of any change in CONSULTANT Representative.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:
- A. CONSULTANT shall perform all Work skillfully, competently and in accordance with industry standards of CONSULTANT's profession;
 - B. CONSULTANT shall perform all Work in a manner in accordance with this Agreement;
 - C. CONSULTANT shall comply with all applicable federal, state and local laws and

regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*);

- D. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
- F. Except as otherwise set forth in this Agreement, all of CONSULTANT's employees and agents (including but not limited to subCONSULTANTS and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with its obligation set out herein or failure on the part of CONSULTANT's employees, agents, CONSULTANTS, subCONSULTANTS and subconsultants to fulfill its obligations herein. Such effort by CONSULTANT to correct any errors or omissions shall be commenced as soon as reasonably practicable upon their discovery or notice by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing, in accordance with applicable industry standards. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and in accordance with applicable industry standards of CONSULTANT's profession.

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

attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

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

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

2.8 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements. To the extent that any changes in applicable law result in an increase in CONSULTANT's cost of performance, the Parties shall negotiate in good faith to reach a mutually agreeable price adjustment. Should the Parties fail to reach such an agreement within 30 days (or such other agreeable time period) of CONSULTANT's notice to CITY of its increased cost of performance, either Party may terminate this Agreement upon 60 days' written notice.

(a) In the event that water treatment violations occur following the effective date of this Agreement, subject to Sub-Section (b) below and the applicable Force Majeure provisions, the CONSULTANT shall, in respect of violations that may be imposed by Applicable Law and to the extent due to CONSULTANT's fault, be responsible for: fines, penalties, or damages. Prior to settlement or

payment of any such fines, penalties or damages, the CONSULTANT reserves the right to contest government or private actions, suits or proceedings for violations through administrative procedures or otherwise.

- (b) To the extent that violations of applicable laws, rules, regulations or permits are caused by failures in the facilities or causes beyond CONSULTANT's control, including the CITY's failure to approve recommended repairs or maintenance, CONSULTANT will use its professional efforts to maximize performance of the Facilities but shall not be responsible for associated violations or damages, fines or penalties which result.

2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subCONSULTANT, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

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

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

- a) obtain and maintain all state, federal, and local permits and licenses required for ownership, operation and maintenance of the Facilities, including without limitation, the CITY's Permits;
- 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:

California Construction Support
Services
13200 Crossroads Parkway
North, Suite 400
City of Industry, CA 91746
Phone: (626) 399-9929
Attn: Steve Forster, COO

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

CALIFORNIA CONSTRUCTION SUPPORT SERVICES

By: _____ 11/20/20

Steve Forster

Chief Operation Officer

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT "A"
SCOPE OF WORK
CALIFORNIA
CONSTRUCTION
SUPPORT
SERVICES
(SEE ATTACHED)

STATEMENT OF QUALIFICATIONS

FOR FIRE SAFETY SERVICES



PREPARED FOR THE CITY OF
HUNTINGTON PARK

NOVEMBER 4, 2020



November 4, 2020

Cesar Roldan
Director of Public Works
City of Huntington Park
6900 Bissell Street
Huntington Park, CA 90255

Subject: Qualifications for Fire Plan Check and Related Services

Dear Mr. Roldan:

At California Construction Support Services (CalCSS), we understand that the quality of public services is the cornerstone of a community's trust in its government. As such, we deliver fire marshals, fire inspection, building officials, building inspection, fire and building plan check services and counter support staff that provide an exceptional level of customer service while applying City-adopted codes, regulations and policies reasonably and fairly to the entire process. We thank the City of Huntington Park for the opportunity to illustrate how we will provide the required fire prevention services in this manner.

As Chief Operation Officer, I will serve as the Principal-in-Charge and the Contract Manager and ensure that staff resources are always available to meet the City's needs. Each of our staff are highly experienced and provide these very services to cities across the greater Los Angeles area. They understand that they are the face of the City when presenting themselves in their roles and capacities while working for the City's Fire Prevention Division.

I am authorized to represent CalCSS to comply with all of the commitments made in our proposal, engage in fee negotiation, and administer the contract. I can be reached in our San Gabriel Valley office at (626) 399-9929 or by email at sforster@calcss.net.

I have read, understand, and agree 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.

Sincerely,

CalCSS

A handwritten signature in black ink, appearing to be "S Forster", written over a blue horizontal line.

Steve Forster
Chief Operation Officer

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- A. Corona Fire Marshal Reference Letter
- B. LA County Fire Prevention Fee Schedule Breakdown
- C. LA County Fire Prevention Fee Schedule



Our Firm's Experience and Qualifications

California Construction Support Services (CalCSS) was established for one reason: to support all your engineering needs. Though our firm is a new name to some, our Chief Operation Officer, Steve Forster, is a name that many municipalities recognize and trust. Our slogan, "projects delivered to perfection", reflects our values and serves as a commitment to always assemble the best team of experts to deliver on that promise and further build our reputation.

Our team members have decades of experience in all facets of construction engineering which gives us the qualifications to offer a broad spectrum of services to our clients. By doing so, community development directors, public works directors and city managers know they will experience consistency in plan review and inspections protocols, project management practices, staff familiarity and complete understanding of projects from initial concept through design to construction management to project acceptance by the City Council.

We have assembled a team of fire prevention engineering professionals to better service our clients. We began this service by providing fire plan check and inspection services to the City of Corona. The reactions from the Corona Fire Marshal and applicants alike have been overwhelmingly complimentary for the quality of services that Jay Shih, our Director of Building & Fire Safety, provides and the time and money applicants have saved. In response to the high praise, we are expanding this service to other agencies and municipalities.

Kurt Johnson, Chief Fire Marshal, is our most experienced fire prevention professional and will be designated as the single point of contact for the contract with the City. He has over 30 years of experience as a fire marshal, and in fire plan check, fire inspection, lecturing, and fire investigation. He will personally review City of Huntington Park fire plans including fire and life safety, fire sprinkler, fire alarm, and special hazards, and provide public counter consultation, fire permit issuance, fire inspection and fire forensic investigation. Kurt will also issue fire operational permits and perform annual inspections for commercial facilities and multifamily dwellings.



Key Personnel Qualifications and Experience

We have assembled a dedicated team of experienced professionals within our Fire Safety Division to serve the City of Huntington Park. All team members are our employees, we do not plan to use any sub-contractors in this endeavor. Their credentials are as follows:

Kurt Johnson	Associate of Science in fire science, BS business administration California certified fire marshal, fire inspector, fire plans examiner, master fire instructor, fire protection specialist, and fire prevention officer 28 years in fire prevention plan check, inspection, fire marshal, and educator
Felicia Gonzalez	Associate of Science in fire science. California certified fire fighter, fire inspector, fire investigator, fire prevention officer, and fire command officer 8 years in fire inspection
Dan Sifuentes	Associate of Science in fire technology, emergency medical technician, California certified fire fighter, fire inspector, fire plans examiner, fire investigator, fire control officer, fire prevention officer, and fire command officer 12 years in fire plan check, inspection and fire investigation
Jay Shih	BS civil engineering, MS geotechnical engineering ICC-certified fire marshal, and fire plans examiner 3 years in fire prevention plan check and inspection
Faye Yuan	BA and MA architecture ICC-certified fire plans examiner 2 years in fire prevention plan check



Education

AS, Fire Science.
BS, Business Administration.

Certifications

California State Fire Marshal's
Office certified:
Fire Marshal
Fire Inspector
Fire Plans Examiner
Master Fire Instructor
Fire Protection Specialist
Fire Prevention Officer III

Years of Experience: 32

Kurt Johnson

California State-Certified Fire Marshal

Summary

Professional with over 30 years of fire service experience in both public and private sectors, served as fire inspector, plan reviewer, assistant and deputy fire marshal, including positions that require certifications and qualifications with state and national entities. More than 20 years of education and experience as a state-certified trainer of fire service positions, including in-class and field level training.

Relevant Experience

Chief Fire Marshal, CalCSS. Checks tenant improvements, commercial kitchens, photovoltaics, hazardous materials, underground storage tanks, cannabis growth and extraction facilities, utility-scale energy storage, fire sprinklers, fire alarms, fire extinguishing systems, and fire access road plans for conformance with California Fire Code and National Fire Protection Association (NFPA) standards. Prepares fire safety assessment reports. Issues fire construction permits and fire operation permits. Conducts fire and life safety inspections.

Fire Marshal, City of Montebello. Responsible for the planning, direction, management, coordination, and participation in the Fire Prevention Bureau, including plan review, inspection services, permitting, weed abatement program, hazardous materials program, fire hydrant maintenance and inspection program, and Engine Company Inspection Program, Municipal Code Enforcement Division. Represented the California Fire Service on the State of California-Division of State Architects' Advisory Board (Member); and on the Los Angeles Area Fire Marshals Association as President and Member (1 of 31 voting members).

Deputy Fire Chief, Pinkerton Government Services. Responsible for planning, direction, management, coordination and participation in the Fire Prevention Bureau. Performed department evaluations, fire training and fire operations for Pinkerton Government Services, Incorporation, at Caterpillar Incorporation facilities throughout the world, as well as special assignments and projects. Attended meetings and performed other duties required by the vice-president.

Fire Inspector I and II, City of Compton. Responsible for performing fire, building and hazardous materials code compliance inspections. Performed plan reviews of shop drawings and issued permits; planned, coordinated and provided fire and safety education to the public. Conducted in-house fire prevention and hazardous materials training. Managed Certified Unified Program Agency (CUPA)-Hazardous Materials Program. Prepared and maintained the budget of the bureau; supervised the operations of the bureau in the absence of the Fire Marshal as the acting Assistant Fire Marshal and performed other duties as required by the Fire Marshal, and Fire Chief.

Fire Inspector, City of Santa Fe Springs. Responsible for performing fire, building, and hazardous materials code compliance inspections; performed plan reviews of shop drawings and issued permits; and performed other duties as required by the Fire Marshal.



Education

Long Beach City College,
Associate of Science in Fire
Science
CA State Fire Marshal
Incident Command System
Training Certificates

Certifications

California State Fire
Marshal's Office certified:
Fire Fighter
Fire Inspector
Fire Investigator
Fire Prevention Officer
Fire Command Officer

Years of Experience: 8

Felicia Gonzalez

Certified Fire Inspector

Summary

Felicia is a fire prevention professional with 8 years of fire and life safety experiences, including positions in emergency medical response education, fire inspection, hazardous materials investigation, and emergency operation center level. Felicia has received specialized training and practice in hazardous materials, fire/arson investigation, anti-terrorism, fire prevention, code enforcement, emergency preparedness and management, and public education.

Relevant Experience

Fire Inspector, CalCSS. Conducts inspection, building and fire plans review, testing of hazardous processes, fire protection and extinguishing systems, to ensure compliance with applicable codes. Leads the Fire Investigation/Arson Unit; trains, monitors and reviews the investigations of unit members. Assists

detectives in arson investigations and prosecution in coordination with the district attorney's office. Reviews and approves all major construction projects, public events and investigations.

Fire Inspector, City of Montebello. Inspected commercial, residential, educational, institutional, public assembly, and selected industrial buildings and facilities to determine compliance with fire and life safety codes, standards, and regulations, including hazardous materials disclosure and enforcement. Followed up on fire code violations discovered by Fire Department personnel inspections and verified, or obtained, compliance. Observed Fire Prevention Plans per Osha standards, composed and issued written correspondence, notices, and citations; kept records of inspections and prepared specific documents and reports. Issued and explained permit applications and requirements. Managed and maintained control of security locking systems and devices for emergency access to specific public and private buildings. Investigated public complaints concerning fire safety and responded to requests for service and assistance. Participated in the compliance review of building plans and construction

Emergency Medical Training Institute. Educated, trained, and instructed individuals for Emergency Medical Response, Care, and transport (BLS, CPR/AED and First Aid). Provided training to prepare Emergency Medical Technicians (EMT) for the National Registry for Emergency Medical Technicians (NREMT) Exam. Partnered with local community entities by promoting safe work and school environments through training and education.



Education

UCLA Center for Pre-Hospital
Care.
Rio Hondo College Fire
Technology
Pasadena City College
Emergency Medical
Technician

Certifications

California State Fire Marshal's
Office certified:
Fire Fighter
Fire Inspector
Fire Investigator
Fire Control Officer
Fire Prevention Officer
Fire Command Officer

Years of Experience: 12

Dan Sifuentes

Certified Fire Inspector and Investigator

Summary

Dan is a fire prevention professional with 12 years of fire and life safety experiences, including positions of firefighter, fire inspector, arson investigator and emergency operation center level. Dan has received specialized training and practice in hazardous materials, fire and arson investigation, anti-terrorism, fire prevention, code enforcement, emergency preparedness and management and public education.

Relevant Experience

Fire Plan Check Supervisor, CalCSS. Checks tenant improvements, commercial kitchens, photovoltaics, hazardous materials, underground storage tanks, cannabis growth and extraction facilities, utility-scale energy storage, fire sprinklers, fire alarms, fire extinguishing systems and fire access road plans. Prepares fire safety assessment reports. Conducts fire inspections.

Senior Fire Prevention Specialist/Lead Fire Investigator, City of Torrance. Conducted inspection, building and fire plans review, testing of hazardous processes and fire protection and extinguishing systems to ensure compliance with applicable codes. Led the Fire Investigation/Arson Unit; trained, monitored and reviewed the investigations of unit members. Assisted detectives in arson investigations and prosecution in coordination with the district attorney's office. Reviewed and approved all major construction projects, public events and investigations.

Deputy Fire Marshal, UCLA Responded to alarms, drove and operated UCLA fire apparatus and performed engine company operations. Performed scene size-up and assumed IC as first arriving officer, working in conjunction with UC Facilities Management, UCPD and LA City fire department. Member of the Hazardous Materials Team and responded to chemical spills and other campus-related emergencies. Conducted origin and cause investigations of fires at UCLA on- and off-campus properties. Coordinated fire and life safety inspections and programs.

Fire Inspector/Arson Investigator, City of Montebello. Inspected new and existing residences, businesses, warehouses and manufacturing facilities for violations of the fire code. Reviewed plans and performed inspection for installation of fire sprinklers, fire alarms and communication systems. Performed criminal investigations of arson in conjunction with City, county, state and federal law enforcement agencies.

Fire Safety Officer/EMT, Fox Studios. Responded to all studio emergencies. Performed sound stage, building inspections, office and apparatus maintenance. Provided medical, fire prevention and fire suppression standbys for television and major motion picture productions to include supervision and permitting of special effect and pyrotechnic film shoots. Performed inspection and monitoring of production set construction for safety violations and fire hazards.



Education

MS, Geotechnical Engineering
BS, Civil Engineering,
University of Sao Paulo

Registrations/Certifications

ICC Certified Fire Marshal and
Fire Plans Examiner, No.
8356883
Registered Civil Engineer, CA,
No. 46841
ICC Certified Building Official,
No. 8356883
DSA Certified Access
Specialist, No. CASp-683
ICC Certified Building Plans
Examiner, No. 8356883
ICC Certified Commercial
Building Inspector,
No. 8356883

Years of Experience: 14

Jay Shih

Certified Fire Marshal and Fire Plans Examiner

Summary

Jay Shih is a veteran building official, fire marshal, building and fire plans examiner with 14 years of experience. Jay checked fire life safety, fire sprinklers and fire alarm plans for the Cities of Costa Mesa and Corona.

Relevant Experience

Fire Plans Examiner for the Cities of Costa Mesa and Corona

- Reviewed fire protections plans and systems for code compliance and for life safety and fire issues including construction type, occupancy type, interior finish, height and area limitations.
- Identified requirements for fire protection systems, including fire sprinkler, fire alarm, fire hydrant, fire department connections, standpipes, and fire pumps, and permits.
- Reviewed fire protection plans and related documents for compliance with California Fire Code, NFPA 13, 13D and 13R, NFPA 72, policies and jurisdiction requirements for commercial, industrial and residential buildings.
- Verified code compliance to protect against hazards of specified occupancies and uses, such as cannabis extractions which employ flammable gases and liquids.
- Verified that special fire protection features, such as fire-resistive materials and surface treatments, and clearance of combustibles surrounding the buildings were specified.
- Verified that storage, use and handling of flammable and combustible liquids and gases were specified and complied with code requirements.
- Verified that water supplying fire protection systems was sufficient for designed fire flow, with control monitoring equipment as required by code.
- Verified that sprinklers, standpipes, and alternate automatic fire extinguishing systems were specified where required.
- Verified that emergency and standby power were provided for systems egress and occupant safety.
- Conducted site inspections of fire protection systems, fire sprinkler and fire alarm systems to ensure standards of construction and component installations were safe, in accordance with the approved plans and in compliance with relevant codes and regulations.
- Assisted designers and contractors by providing information and interpretations of fire codes and regulations; recommended necessary changes to design documents as required to obtain compliance with applicable codes and regulations.



Education

MS, Architecture, Woodbury University, San Diego 2014
BA, Urban Planning (Minor in Architecture), University of California, San Diego 2013

Registrations/Certifications

ICC Certified Fire Plans Examiner, No. 8932240
ICC Certified Building Official, No. 8388911
ICC Certified Building Plans Examiner, No. 8356983
ICC Certified Commercial Building Inspector, No. 8932240
ICC Certified Plumbing Inspector, No. 8932240

Years of Experience: 2

Faye Yuan

Certified Fire Plans Examiner

Summary

Faye Yuan is a certified fire plans examiner with two years of experience. She has been a contract plans examiner, working at city counters, for her entire plan check career. As such, Faye understands how to immediately integrate into city departments and with city staff.

Relevant Experience

Fire Plans Examiner for the City of Corona. Reviews fire protection plans /systems for code compliance and for life safety and fire issues including construction type, occupancy type, interior finish, height and area limitations.

- Identifies requirements for fire protection systems, including fire sprinkler, fire alarm, fire hydrant, fire department connections, standpipes, and fire pumps, and permits
- Reviews fire protection plans and related documents for compliance with California Fire Code, NFPA 13, 13D and 13R, NFPA 72, policies and jurisdiction requirements for commercial, industrial and residential buildings

- Verifies code compliance to protect against hazards of specified occupancies and uses, such as cannabis extractions which employ flammable gases and liquids
- Verifies that special fire protection features, such as fire-resistive materials and surface treatments, and clearance of combustibles surrounding the buildings are specified

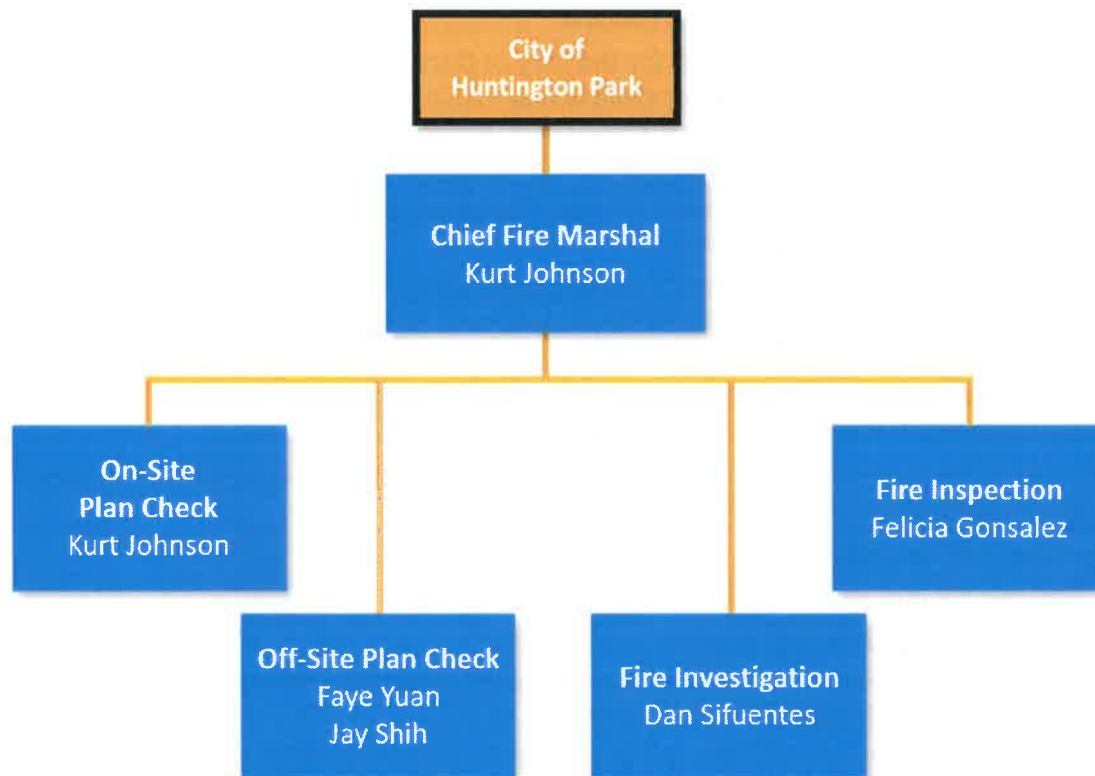
Building Plans Examiner, Various Cities.

- Performed over-the-counter plan check
- Checked residential, commercial and disabled access plans
- Assigned work to plans examiners; coordinated with contract jurisdictions in regard to plans intake, delivery, corrections and their specific requirements
- Checked residential and commercial plans and specifications for conformance with California Building Standards Code requirements
- Provided counter plan checks at client jurisdictions on an as-needed basis, including the Cities of Anaheim, Garden Grove and Corona
- Reviewed architectural, structural, mechanical, electrical, plumbing, green, energy and disabled access plans



Proposed Personnel and Project Organization

The organization chart below illustrates the team's lines of communication, with Kurt Johnson overseeing the team assignments.



Scope of Work

We understand the scope of work will include fire plan check and inspection for commercial and residential projects that require fire department approval including, but not limited to, alarm systems, suppression systems, special systems/ processes, hazardous materials, architectural, development review and administrative. We will start immediately following City Council approval.

The average turnaround time for fire plan check and inspection for each of the services listed above will be five (5) working days.

Our Approach

Onsite Staff Augmentation

Fire Marshal

Kurt Johnson will act as the City's fire code official and will be at City Hall one or two days a week depending on the need to provide public counter consultation, interpret fire code, respond to public inquiries, coordinate with stakeholders, receive instructions from and render advices to the Director of Community Development and the City Manager, check fire plans, and direct fire inspector to issue fire construction and operational permits. Mr. Johnson will work closely with the City of Huntington Park building official to resolve building and fire code-related issues.

Mr. Johnson will also review requests for modification to use alternate materials, assembly, equipment, method of construction, method of installation of equipment, and means of fire safety protections.

Lastly, Mr. Johnson will oversee fire code compliance during special events. In the event of a structural fire, he will assess the fire scene and either red tag or yellow tag the building. He will also testify in court to represent the City as required by the City Manager.

Fire Plan Check

Certain construction projects require fire plan review. These include:

- New commercial buildings
- Fire sprinkler, fire alarm, fire lane, and hazardous materials manufacturing or storage
- Improvements to existing buildings equipped with fire sprinklers
- New or alterations to kitchen hood fire suppression systems
- Photovoltaic systems that cover 50% or more of the roof



- Installation of underground fire mains, fire hydrants, fire department connections, fire pumps, and standpipes
- Removal and installation of underground flammable or combustible liquid storage tanks
- Spray and powder coating booths
- High piled storage, rack storage, and fuel tanks
- Cannabis growth and manufacturing

Mr. Johnson will be the City's designated fire plan checker, he will check most of the fire plans at City Hall during his scheduled office hours. The average turnaround time for fire plan check will be five (5) working days.

Fire Inspection

Felicia Gonzalez will be at City Hall one or two days a week, depending on the need, to issue fire construction and operational permits and perform construction and annual inspections. She will perform construction inspections of structures, fire suppression systems, fire alarm systems, fire sprinklers, and other constructions for which fire plans have been checked. She will issue stop orders and citations for non-compliance and fire code violations. She will also perform fire and safety clearance inspections for new business licenses. The average turnaround time for fire inspection will be five (5) working days.



Fire Investigation

Dan Sifuentes will investigate origin and causes of fires, protect and secure fire scenes, documents and gathers evidence, interview witnesses, take photos, maintain records, and issue investigation reports.

Offsite Fire Plan Check

Most of the building, fire alarm, and fire sprinkler plans and revisions to approved plans will be checked by Kurt while he is at the City, the remaining will be shipped to our Industry office for offsite plan check. Jay Shih and Faye Yuan, certified fire plans examiners, will perform offsite plan checks. The turnaround time for fire plan check will be five (5) working days. The plans will be picked up and delivered by staff or courier at no cost to the City.



References

City of Baldwin Park – Building & Safety and City Engineering Services

Contact Information: Sam Gutierrez, Director of Public Works Phone: (626) 813-5255, Ext. 460 Email: sgutierrez@baldwinpark.com	Length of Service Time: 2014 - ongoing
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City of Corona – Building & Fire Plan Check, Inspection and Staff Augmentation

Contact Information: Cindi Schmitz, Fire Marshal Phone: (951) 316-9308 Email: Cindi.schmitz@CoronaCa.gov	Length of Service Time: 2018 - ongoing
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County of Orange – Plan Check Services

Contact Information: Hadi Tabatabaee, Building Official Phone: (714) 667-8843 Email: hadi.tabatabaee@ocpw.ocgov.com	Length of Service Time: 2017 – ongoing (contract recently extended)
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Fee Schedule

Fire plan check:

- Plan check fee will be 60% of the plan check fee collected by the City which includes 1st and 2nd plan checks, based on the Los Angeles County Fire Prevention Engineering Fee Schedule.
- 3rd and subsequent plan check, or City projects plan check: \$143 per hour.
- Expedited plan check at 90% of plan check fee, or 1.75 times the normally hourly rate.

Fire prevention staff augmentation hourly rates:

- Fire marshal: \$165 per hour
- Fire inspector: \$120 per hour
- Fire investigator: \$140 per hour
- Emergency off-hours inspection: \$150

Reimbursement Expenses:

- None

Subconsultants:

- None



Appendix A

Corona Fire Marshal Reference Letter





CITY OF CORONA FIRE DEPARTMENT

735 PUBLIC SAFETY WAY • CORONA, CA 92880 • (951) 736-2220 • FAX (951) 736-2497

WWW.CORONACA.GOV

August 26, 2020

**SUBJECT: LETTER OF RECOMMENDATION
JAY SHIH**

As the Fire Marshal for the City of Corona Fire Department I am writing this letter on behalf of Jay Shih. I have worked with Jay at the City of Corona over the past year. Although, the Building Department runs point for the Fire Department when it comes to plan intake and review, I have the opportunity to work directly with Mr. Shih on the actual submittals and code requirements.

I have reached out to Jay on occasion to get his professional opinion on code determinations. Jay is always available and extremely responsive. He is thorough in his approach and is very knowledgeable regarding the code. I can trust that when Jay is looking at a project for me that he has the City's best interest in mind.

Mr. Shih also understands the politics that are involved in projects that are submitted to the City. I especially notice that he thinks outside the box. If one option is not going to work, he spends the extra time to find additional solutions. This is so important in our line of work by being able to assist a customer in making a viable project.

It is because of these things that I would recommend Mr. Shih as a person and contractor to your business. It is without reservation that I recommend him and his abilities.

If you have any further questions do not hesitate to contact me.

Cindi Schmitz
Fire Marshal
Corona Fire Department
Cindi.schmitz@coronaca.gov
[951-316-9308](tel:951-316-9308)

Appendix B

LA County Fire Prevention Fee Schedule Breakdown



Los Angeles County Fire Prevention Fee Schedule Breakdown

Page 1 is the traditional plan reviews that we would see in a Building/Fire Department in the simple plan review process.

Page 2 and 3 refer to Annual Fire Permits, found in Section 105 of the California Fire Code. These are operational permits. Some of them are not allowed to be used by the City if the Los Angeles County Fire Department handles their hazardous materials (CUPA) enforcement, which includes above- and underground storage tanks, hazardous waste, Cal ARP (Accidental Release Prevention Program), and Disclosure. But, of these, common ones that a local jurisdiction could go after is high piled and/or rack storage systems, assembly occupancies, etc. There is a requirement to complete annual inspections in order to maintain the billing of these.

Page 4 is part of the Filming Permit fees that Los Angeles County Fire Department imposes on film shoots. The City could enforce that if they choose.

Page 5 is their fuel modification plan check and inspection process. This is only applicable to jurisdictions that are impacted by the fire severity zones, or have legitimate wildland urban interface with building adjacent to it. For example, Montebello has a fuel modification plan in place for the Montebello Hills Specific Plan area (oil field), but no other parts of Montebello.

Page 6 is obviously the fees related to high rise structures, in construction plan review and inspections.

Page 7 are the fees that Los Angeles County Fire Department charges either applicants or jurisdictions for their reviews of Conditional Use Permits, Lot Line Adjustments, etc. In Montebello, Fire did not charge the applicant or the City, but was considered a non-revenue plan review. For a contract City, we could either charge these fees or a per hour miscellaneous plan review fee. Some of the fees on Page 7 are pretty exuberant or excessive.

Page 8 is their Petroleum Chemical Unit Fees, which are the individuals responsible for inspecting refineries, pipelines, wells, etc.

Page 9 are the field inspection fees related to the plan review fees on Page 1. So, if you were reviewing and inspecting a fire alarm system with 11 to 50 devices, the plan review fee would be \$429.00 and the field inspection fee would be \$497.00, for a total of \$926.00.

Appendix C

LA County Fire Prevention Fee Schedule



Engineering Fees

Building Plan Review Plan Check	
Fee Type	Fee Amount
Assembly Occupancy	\$ 613.00
Commercial (B, F, S, M)	\$ 675.00
Dwelling, 1 & 2 Family	\$ 491.00
Educational/Institutional Occupancy	\$ 920.00
Hazardous Materials Review (1-50 chemicals)	\$ 675.00
Hazardous Materials Review (51-100 chemicals)	\$ 1,104.00
Hazardous Occupancy	\$ 797.00
High Piled Combustible Storage	\$ 491.00
Multi-Family Residence	\$ 675.00
Site Plan Review - Water and Access	\$ 491.00

Fire Alarm System Plan Check	
Fee Type	Fee Amount
Emergency Responder Radio Coverage	\$ 982.00
Fire Alarm System: > 131 devices	\$ 859.00
Fire Alarm System: 11-50 devices	\$ 429.00
Fire Alarm System: 51-90 devices	\$ 613.00
Fire Alarm System: 91-130 devices	\$ 736.00
Fire Sprinkler Monitoring system & Fire Alarm System with 10 devices	\$ 245.00
Special Extinguishing Systems: CO2, FM 200, Foam Liquid Systems, Inert Gas (Halon, Inergen)	\$ 368.00

Fire Sprinkler Plan Check	
Fee Type	Fee Amount
Fire Flow Test Witness/Perform	\$ 245.00
Fire Pump Installation	\$ 613.00
New NFPA 13 fire sprinkler system:< 100 heads per system	\$ 491.00
New NFPA 13 fire sprinkler system:> 100 heads per system	\$ 736.00
New NFPA 13D fire sprinkler system: one or two family dwelling	\$ 491.00
New NFPA 13R fire sprinkler system: Multifamily family dwellings	\$ 613.00
NFPA #22 fire water storage tank	\$ 491.00
Special hazard fire extinguishing foam water spray nozzle system	\$ 491.00
Standpipe System (Class I,II, & III)	\$ 463.00
TI to NFPA 13 fire sprinkler system:< 25 heads without calculation	\$ 245.00
TI to NFPA 13 fire sprinkler system:> 25 heads and < 100 heads with/without calculation	\$ 368.00
TI to NFPA 13 fire sprinkler system:>100 heads with/without calculation	\$ 613.00
Underground fire protection system: 5 or more additional connections for hydrants or risers	\$ 491.00
Underground fire protection system: single hydrant or single riser connection	\$ 307.00

Miscellaneous Building Plan Review	
Fee Type	Fee Amount
Additional plan review after initial review and one resubmittal (per hour)	\$ 123.00
Alternative Materials and Methods Review	\$ 480.00
Expedited review (each 2- hours + initial fee)	\$ 245.00
Plan review time (per hour) for modifications, re-stamp (minimum 1-hour)	\$ 123.00
Pre-Submittal Meeting (initial 2-hours)	\$ 245.00

Field Permit Fees

Fee Type	Fee Amount
Activities in Hazardous Fire Areas	\$ 332.00
Aerosol Products	\$ 332.00
Amusement Buildings	\$ 332.00
Automobile Wrecking Yard	\$ 332.00
Aviation Facility	\$ 332.00
Battery Systems Stationary	\$ 332.00
Bonfires or Rubbish Fires	\$ 332.00
Carbon Dioxide Systems used in Beverage Dispensing Applications	\$ 332.00
Carbon Dioxide Enrichment Systems	\$ 332.00
Carnival & Fair Requirements	\$ 332.00
Combustible Dust Producing Operations	\$ 332.00
Combustible Fibers	\$ 332.00
Commercial Rubbish Handling Operation	\$ 332.00
Covered Mall Buildings	\$ 332.00
Cryogenics Fluids	\$ 332.00
Cutting and Welding Permit	\$ 332.00
Dipping Operations	\$ 332.00
Dry Cleaning Plants	\$ 332.00
Emergency Helicopter Landing Facility for High Rise Buildings	\$ 332.00
Exhibits and Trade Shows	\$ 332.00
Fire Hydrants and Valves	\$ 332.00
Fireworks Display	\$ 332.00
Floor Finishing	\$ 332.00
Fruit and Crop Ripening	\$ 332.00
Fumigation/Thermal Insecticidal Fogging	\$ 332.00
Hazardous Materials	\$ 332.00
Hazardous Production Materials	\$ 332.00
High Piled Combustible Storage	\$ 332.00
Hot Work Operations	\$ 332.00
HPM Facilities	\$ 332.00
Industrial Ovens	\$ 332.00
Liquid Gas-Fueled Vehicles or Equipment	\$ 332.00
Lumber Yard and Woodworking	\$ 332.00
Magnesium	\$ 332.00
Miscellaneous Combustible Storage	\$ 332.00
Model Rockets	\$ 332.00
Motor Fuel-Dispensing Facilities	\$ 332.00
Open Burning	\$ 332.00
Open Flames and Candles	\$ 332.00
Open Flames and Torches	\$ 332.00
Organic Coating	\$ 332.00
Pallet Yards	\$ 332.00
Parade Float	\$ 332.00
Places of Assembly	\$ 332.00

Field Permit Fees

Fee Type	Fee Amount
Plant Extraction Systems	\$ 332.00
Private Fire Fighting Resources	\$ 332.00
Private Fire Hydrants	\$ 332.00
Pyrotechnic Special Effects Materials	\$ 332.00
Pyroxylin Plastics	\$ 332.00
Radioactive Materials	\$ 332.00
Recreational Fires	\$ 332.00
Refrigeration Equipment	\$ 332.00
Repair Garage/Automotive/Marine/Fleet Fuel Dispensing	\$ 332.00
Rifle Range	\$ 332.00
Special Events	\$ 332.00
Spraying or Dipping	\$ 332.00
Storage of Scrap Tires and by-Products	\$ 332.00
Tank Removal	\$ 332.00
Tank/Cisterns	\$ 332.00
Temporary Sales Lots	\$ 332.00
Temporary Tents, Canopies, Membrane Structures	\$ 332.00
Tire Rebuilding Plants	\$ 332.00
Tire Storage	\$ 332.00
Waste Handling	\$ 332.00
Wood Products	\$ 332.00

Film Unit Fees

Fee Type	Fee Amount
Film	\$ 282.00
Fuel Truck	\$ 208.00
Special Effects	\$ 288.00
Still Photos	\$ 277.00

Forestry Fees

Fuel Modification Plan Check	
Fee Type	Fee Amount
Barns, garages, accessory structures	\$ 613.00
New Residential Structure greater than or equal to 2,500 sq. ft. in total area, within currently developing tracts of 25 or more lots.	\$ 725.00
New residential, commercial, or industrial structures greater than or equal to 2,500 sq. ft. in total area, or additions/modifications to existing residential, commercial or industrial structures which increase the square footage of the structure by 50 percent or more and which addition/modification does not exceed 2,500 sq. ft. in total area.	\$ 832.00
New residential, commercial, or industrial structures less than 2,500 sq. ft. in total area, or additions/modifications to existing residential, commercial or industrial structures which increase the square footage of the structure by 50 percent or more and which addition/modification does not exceed 2,500 sq. ft. in total area.	\$ 711.00
Parcel maps / lot splits of 4 or fewer parcels	\$ 141.00
Tract maps - preliminary plan approval	\$ 980.00
Tract maps - final plan approval (Includes lots 5-20)	\$ 1,064.00
Each additional 10 lots over 20	\$ 651.00

Plan Review and Inspection Oak Trees	
Fee Type	Fee Amount
001-015	\$ 775.00
016-050	\$ 861.00
051-100	\$ 1,551.00
101-200	\$ 2,412.00
201-400	\$ 4,135.00
401-999	\$ 6,892.00

High Rise Fees

Building Plan Review Plan Check	
Fee Type	Fee Amount
High Rise Buildings over 75 Feet in Height	\$ 1,472.00

Construction Field Inspection	
Fee Type	Fee Amount
High Rise Buildings over 75 Feet in Height	\$ 665.00

Land Development Unit Fees

Plan Review - per map or as noted	
Fee Type	Fee Amount
Clean Hands Waiver	\$ 262.00
Conditional Use Permit	\$ 384.00
Conditional Use Permit - Revised	\$ 225.00
Fire Hydrant Approval (Includes first 10 hydrants)	\$ 262.00
Each additional hydrant over 10	\$ 43.00
Grading Plan Review - Fire Lanes and Private Driveways	\$ 507.00
Grant of Waiver	\$ 286.00
Lot Line Adjustments	\$ 262.00
Mobile Home Park	\$ 384.00
One Stop Meeting	\$ 153.00
Revised Exhibit A	\$ 262.00
Site Plan Review	\$ 139.00
Street Vacation	\$ 262.00
Tentative Parcel Map - Amendment	\$ 384.00
Tentative Parcel Map - Initial (3 Reviews)	\$ 1,120.00
Tentative Parcel Map - Revised	\$ 630.00
Tentative Parcel Map Revisions or Re-submit	\$ 323.00
Tentative Tract Map - Amendment	\$ 594.00
Tentative Tract Map - Initial (3 Reviews)	\$ 2,593.00
Each additional lot between 11-50	\$ 20.00
Each additional lot between 51-100	\$ 15.00
Each additional lot between 101-1000	\$ 11.00
Each additional lot 1,001 or greater	\$ 6.00
Tentative Tract Map - Revised	\$ 1,243.00
Tentative Tract Map Revision or Re-submittal	\$ 384.00
Water Appeals Board	\$ 139.00
Water Plans and Systems Review for Compliance	\$ 262.00
Zone Change	\$ 262.00

Parcel Map (Final Map) per submittal	
Fee Type	Fee Amount
01-04 Parcels	\$ 630.00
05-10 Parcels	\$ 691.00
11-50 Parcels	\$ 936.00
51 or more Parcels	\$ 1,120.00
Fourth and Subsequent Submittals	\$ 200.00
Verification of Condition - Parcel	\$ 262.00

Tract Map (Final Map) per submittal	
Fee Type	Fee Amount
01-05 Lots	\$ 630.00
06-10 Lots	\$ 691.00
11-25 Lots	\$ 814.00
26-50 Lots	\$ 936.00
51 or more Lots	\$ 1,120.00
Fourth and Subsequent Submittals	\$ 200.00
Verification of Condition - Tract	\$ 262.00

Petro Chem Fees

Field Permits	
Fee Type	Fee Amount
Cellulose Nitrate Film	\$ 332.00
Compressed Gases	\$ 332.00
Explosives	\$ 332.00
Flammable or Combustible Liquids	\$ 332.00
LP Gas	\$ 332.00
Oil Natural Gas Wells	\$ 332.00

Regional Service Fees

Construction Field Inspection	
Fee Type	Fee Amount
Assembly Occupancy	\$ 498.00
Commercial (B, F, S, M)	\$ 498.00
Dwelling, 1 & 2 Family	\$ 332.00
Educational/Institutional Occupancy	\$ 332.00
Hazardous Occupancy	\$ 415.00
High Piled Combustible Storage	\$ 997.00
Multi-Family Residence	\$ 332.00
Repair Garage	\$ 415.00
Tank Installation or Removal	\$ 415.00
Tenant Improvements Projects	\$ 332.00

Fire Alarm System Field Inspection	
Fee Type	Fee Amount
Emergency Responder Radio Coverage	\$ 1,328.00
Fire Alarm System: 11-50 devices	\$ 497.00
Fire Alarm System: 51-90 devices	\$ 580.00
Fire Alarm System: 91-130 devices	\$ 664.00
Fire Sprinkler Monitoring system & Fire Alarm System with 10 devices	\$ 331.00
Halon System/FM 200	\$ 331.00
UL-300 System (Hood Systems)	\$ 331.00

Fire Sprinkler System Field Inspection	
Fee Type	Fee Amount
New NFPA 13 fire sprinkler system:< 100 heads per system	\$ 665.00
New NFPA 13 fire sprinkler system:> 100 heads per system	\$ 831.00
New NFPA 13D fire sprinkler system: one or two family dwelling	\$ 332.00
New NFPA 13R fire sprinkler system: Multifamily family dwellings	\$ 665.00
TI to NFPA 13 fire sprinkler system:< 25 heads without calculation	\$ 332.00
TI to NFPA 13 fire sprinkler system:> 25 heads and < 100 heads with/without calculation	\$ 498.00
TI to NFPA 13 fire sprinkler system:>100 heads with/without calculation	\$ 581.00
Underground fire protection system: 5 or more additional connections for hydrants or risers	\$ 665.00
Underground fire protection system: single hydrant or single riser connection	\$ 332.00

ATTACHMENT B

ATTACHMENT B
FIRE PLAN CHECK SERVICES
CONSULTANT QUALIFICATIONS
AVAILABLE AT CITY CLERK'S OFFICE

ITEM NO. 4



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

December 1, 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 2019-07 WATER MAIN REPLACEMENT PROJECT – HILL STREET AND CUDAHY STREET

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the construction contract with Stephen Doreck Equipment Rentals for the construction of CIP 2019-07 Water Main Replacement Project – Hill Street and Cudahy Street as the lowest responsive, responsible bidder for a not-to-exceed amount of \$2,938,491;
2. Appropriate \$840,130 from the Gas Tax Fund (SB1 funds) from Account No. 221-8010-431.76-14 Hill/Cudahy Mainlines Capital Improvement Project and \$2,098,361 from the Water Fund from Account No. 681-8030-461.76-14 Hill/Cudahy Mainlines Capital Improvement Project; and
3. Appropriate a five percent (5%) construction contingency of \$146,925 payable from the Water Fund from Account No. 681-8030-461.76-14 Hill/Cudahy Mainlines Capital Improvement Project; and
4. Authorize the City Manager to execute the construction contract agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On October 20, 2020, the City Council authorized staff to advertise the Notice Inviting Bid (NIB) for CIP 2019-07 Water Main Replacement Project – Hill Street and Cudahy Street (Project). Hill Street and Cudahy Street between State Street and Salt Lake Avenue were identified as a priority for the replacement and upgrades of the City's water mainlines. These infrastructure improvements are necessary to meet the City's anticipated water needs and continue to allow the City to ensure that its residents have access to clean

CONSIDERATION AND APPROVAL OF AWARD OF A CONSTRUCTION CONTRACT FOR CIP 2019-07 WATER MAIN REPLACEMENT PROJECT – HILL STREET AND CUDAHY STREET

December 1, 2020

Page 2 of 3

potable water. Additional investment in the City's water infrastructure addresses deficient fire flows and capacity deficiencies over the next twenty plus years.

The NIB was published on October 23, 2020 in a newspaper of general circulation. The plans and specifications were also accessed and redistributed by several electronic media outlets that post the bid package on e-bid boards. A bid opening was held on November 18, 2020 where the City Clerk opened and read five (5) bids. The following is the ranking of bids commencing from the lowest responsive, responsible bid:

Bidder (lowest bid first)	Total Bid Shown on Bidder's Proposal
Stephen Doreck Equipment Rentals	\$2,938,491.00
Cedro Construction	\$3,199,804.55
Palp DBA Excel Paving	\$3,383,816.50
JA Salazar Construction	\$3,421,163.40
Colich & Sons	\$4,262,760.00

Stephen Doreck Equipment Rentals 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 Stephen Doreck Equipment Rentals the contract agreement (Attachment A) for a not-to-exceed amount of \$2,938,491. 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

Stephen Doreck Equipment Rentals submitted the most responsive, responsible bid for \$2,938,491. Staff recommends the appropriation of \$840,130 from SB1 funds (Gas Tax Fund) from Account No. 221-8010-431.76-14 and \$2,098,361 from the Water Fund from Account No. 681-8030-461.76.14. Additionally, staff recommends the appropriation of a five percent (5%) construction contingency of \$146,925 payable from the Water Fund from Account No. 681-8030-461.76-14. Authority will be granted to the City Manager to approve any and all negotiated construction change orders in good faith.

**CONSIDERATION AND APPROVAL OF AWARD OF A CONSTRUCTION CONTRACT
FOR CIP 2019-07 WATER MAIN REPLACEMENT PROJECT – HILL STREET AND
CUDAHY STREET**

December 1, 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. Stephen Doreck Equipment Rentals Agreement
- B. Construction Bids
- C. Bid Results

ATTACHMENT A



CONTRACTOR SERVICES AGREEMENT

CIP 2019-07 Water Main Replacement Project – Hill Street and Cudahy Street

THIS CONTRACTOR SERVICES AGREEMENT ("Agreement") is made and entered into this **1st day of December 2020** (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and **Stephen Doreck Equipment Rentals, Inc.** (hereinafter, "CONTRACTOR"). For the purposes of this Agreement CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

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

I. ENGAGEMENT TERMS

- 1.1 **SCOPE OF SERVICES:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONTRACTOR further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 **TERM:** This Agreement shall commence on **December 1, 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 **\$2,938,491** (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:

Stephen Doreck Equipment Rentals, Inc.
9075 Telegraph Road
Pico Rivera, CA 90660
Pablo Viramontes, Vice President
Phone: (562) 949-4949

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:

**STEPHEN DORECK EQUIPMENT
RENTALS, INC.:**

By: Ricardo Reyes
City Manager



By: Pablo Viramontes
Vice President

Date: _____

Date: 11/20/20

APPROVED AS TO FORM:

By: City Attorney

Date: _____

EXHIBIT "A"
SCOPE OF WORK
STEPHEN DORECK EQUIPMENT
RENTALS, INC.

November 5, 2020

CITY OF HUNTINGTON PARK

Addendum No. 1

NOTICE INVITING BID FOR WATER MAIN REPLACEMENT PROJECT PROJECT NO.: 2019-07

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

- The following attachment shall replace the current bid base Proposal (Pages C-1 to C-12) and is part of the Notice of Inviting Bids (NIB) form documents.
- The unit for Item No. 36 has been changed from 'LS' to 'EA' in the new (attached) bid base Proposal form.

End of Addendum No. 1

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

By: Cesar Roldan
Cesar Roldan, Director of Public Works

Date: November 5, 2020

**NOTICE INVITING BID FOR
WATER MAIN REPLACEMENT PROJECT
PROJECT NO.: 2019-07**

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

Statement of Bidder Acknowledgment

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

Stephen Doreck Equipment Rentals Inc.
Contractor Name


Signature -Pablo Viramontes

11/18/2020
Date

Vice President
Title

Hereby acknowledges receipt of Addendum No. 1 to NOTICE INVITING BID FOR HUNTINGTON PARK WATER MAIN REPLACEMENT PROJECT (PROJECT NO.: 2019-07) 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

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 November 18, 2020 before me, Sylvia Sifuentes (Notary Public)
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)
Sylvia Sifuentes (Notary Public)



PROPOSAL
FOR
WATER MAIN REPLACEMENT PROJECT

FY 2020/2021
PROJECT NO. 2019-07

IN THE CITY OF HUNTINGTON PARK

TO THE CITY OF HUNTINGTON PARK, as AGENCY

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

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

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

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

BID PROPOSAL
FOR
WATER MAIN REPLACEMENT PROJECT
FY 2020/2021
PROJECT NO. 2019-07
IN THE CITY OF HUNTINGTON PARK

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

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

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
1	Mobilization/ Demobilization (Not to exceed 3% of total of all other prime contract Bid Items)	LS	1	\$7,950.00	7,950.00
2	Traffic Control	LS	1	10,800.00	10,800.00
3	Cold Mill Existing Asphalt Concrete Pavement (1" Thick)	SF	143,270	0.20	28,654.00
4	Cold Mill Existing Asphalt Concrete Pavement (2" Thick)	SF	139,620	0.35	48,867.00
5	Remove and Construct Concrete Sidewalk	SF	1,590	12.00	19,080.00
6	Remove and Construct Concrete Driveway Approach	SF	15	100.00	1,500.00
7	Remove and Construct Existing Concrete Cross Gutter	SF	250	50.00	12,500.00
8	Remove and Construct Concrete Local Depression	SF	45	85.00	3,825.00
9	Remove and Construct Concrete Curb Type A2-8(150) and Gutter	LF	1,410	66.00	93,060.00
10	Remove and Construct Concrete Curb Ramp	EA	18	5,300.00	95,400.00
11	Remove and Construct Existing AC Speed Bump	EA	10	2,760.00	27,600.00
12	Remove and Install New Post for Sign	EA	3	350.00	1,050.00

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
13	Remove and Relocate Existing Post and Salvaged Signs	EA	2	350.00	700.00
14	Prune Root Existing Tree	EA	16	420.00	6,720.00
15	Provide and Place 6" Crushed Miscellaneous Base (CMB)	TON	105	10.00	1,050.00
16	Construct 1" Thick AC Leveling Course	TON	845	90.00	76,050.00
17	Construct 1" Thick ARHM Overlay	TON	55	95.00	5,225.00
18	Construct Variable Thickness ARHM Overlay (1" to 2" Thick)	TON	2,490	95.00	236,550.00
19	Adjust Existing Storm Drain/Sewer/Utility Manhole Frame and Cover to Finished Grade	EA	29	725.00	21,025.00
20	Adjust Existing Water Valve Can and Cover to Finished Grade	EA	3	500.00	1,500.00
21	Adjust Water Meter Box and Cover to Finished Grade	EA	1	300.00	300.00
22	Adjust Existing Utility Pull Box and Cover to Finished Grade	EA	2	1,000.00	2,000.00
23	Relocate Existing Utility Pull Box and Cover	EA	4	3,500.00	14,000.00
24	Traffic Signing, Striping, Markings and Curb Painting	LS	1	25,000.00	25,000.00
25	Provide Erosion Control and BMPs	LS	1	9,500.00	9,500.00
26	Construction Survey, Staking, Re-establish Survey Monument and Centerline Ties	LS	1	21,600.00	21,600.00
27	Construct 8" PVC C-900 Water Main	LF	9,655	115.00	1,110,325.00
28	Construct 10" PVC C-900 Water Main	LF	60	150.00	9,000.00
29	Encase Water Line	LF	145	150.00	21,750.00
30	Construct New 6" D.I. Resilient-Wedge Valve	EA	31	965.00	29,915.00
31	Construct New 8" D.I. Resilient-Wedge Valve	EA	18	1,330.00	23,940.00
32	Construct New 10" D.I. Resilient-Wedge Valve	EA	1	2,100.00	2,100.00
33	Remove Existing Water Meter Box and Service Line and Construct New 1" Water Service Line, Install New Meter and Meter Box (Provided by City)	EA	340	1,385.00	470,900.00
34	Remove Existing Water Meter Box and Service Line and Construct New 2" Water Service Line, Install New Meter and Meter Box (Provided by City)	EA	8	5,450.00	43,600.00

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED AMOUNT
35	Remove Existing Fire Hydrant Assembly and Service Line and Construct New Fire Hydrant Assembly and Service Line	EA	13	9,810.00	127,530.00
36	Construct New Fire Hydrant Assembly and Service Line	EA	18	9,100.00	163,800.00
37	Abandon and Slurry Fill Existing Waterline and Appurtenances	LS	1	5,500.00	5,500.00
38	Construct Cured-In-Place Pipe (CIPP) Lining of 8" Sewer Pipe	LF	1,370	50.00	68,500.00
39	Remove and Construct 8" VCP Sewer Main (Open Trench)	LF	25	405.00	10,125.00
TOTAL AMOUNT BID IN FIGURES				\$ 2,938,491.00	

TOTAL AMOUNT BID IN WORDS:

Two million ³ NINE HUNDRED thirty EIGHT THOUSAND
four HUNDRED ³ NINETY ONE .. Dollars

 -Pablo Viramontes Vice President
Bidder's Signature Title

Stephen Doreck Equipment Rentals Inc.
Company Name

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

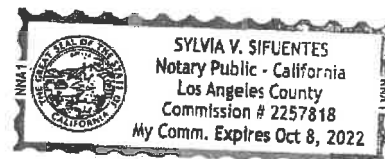
County of Los Angeles

On November 18, 2020 before me, Sylvia Sifuentes (Notary Public)
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature _____ (Seal)
Sylvia Sifuentes (Notary Public)

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

**PORTION OF WORK,
MATERIALS, OR EQUIPMENT**

Graino ~ Cap
Striping
cipp

C-5

REFERENCES

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

1. City of El Segundo 350 Main Street el Segundo CA 90245
Name and Address of Agency
Lifan Xu 310.524.2368
Name and telephone number of person familiar with project
680,745.00 Water Main Improvements 11/2018
Contract amount Type of work Date completed
2. City of Whittier 13230 Penn St, Whittier, CA 90602
Name and Address of Agency
Raul Flore 562.567.9525
Name and telephone number of person familiar with project
990,245.00 Main Line Replacement 03/2020
Contract amount Type of work Date completed
3. City of Covina 125 E College St, Covina, CA 91723
Name and Address of Agency
Rafael Fajardo 626.384.5489
Name and telephone number of person familiar with project
2,603,255 Water Main Replacement 03/2020
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:

CSBA - Commercial Surety Bond Agency

1411 N. Batavia Street, Suite 201, Orange, CA 92867

Attn: Aruro Ayala MAIN: (714) 516-1232

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 Stephen Doreck Equipment Rentals Inc.

Business Address: 9075 Telegraph Road, Pico Rivera, CA 90660

Telephone 562.949.4949

State Contractor's License No. and Class: 665471-A

Original Date Issued 03/02/07 Expiration Date 02/28/2022

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:

Catherine R Doreck / President 9075 Telegraph Rd Pico Rivera CA 90660 562.949.4949

Stephen L. Doreck / Vice President 9075 Telegraph Rd Pico Rivera CA 90660 562.949.4949

Pablo Viramontes / Vice President - 9075 Telegraph Rd Pico Rivera CA 90660 562.949.4949

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:

Doreck Construction

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

WATER MAIN REPLACEMENT PROJECT

**FY 2020/2021
PROJECT NO. 2019-07**

IN THE CITY OF HUNTINGTON PARK

KNOW ALL MEN BY THESE PRESENTS that Stephen Doreck Equipment Rentals, Inc.
_____, as BIDDER, and _____
North American Specialty 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 Amount Bid _____ dollars (\$10% _____), which is ten percent of the
total amount bid by BIDDER to AGENCY for the above stated project, for the payment of which
sum, BIDDER and SURETY agree to be bound, jointly and severally, firmly be these presents.

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

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals, this
5th day of November, 2020.

BIDDER* Stephen Doreck Equipment Rentals, Inc.

9075 Telegraph Road
Pico Rivera, CA 90660, (562) 949-4949

Pablo Viramontes - Vice President

SURETY* North American Specialty Insurance Company

777 S Figueroa Street, Suite 3700
Los Angeles, CA 90017, (714) 550-7799

Daniel Huckabay, Attorney-in-Fact, 1411 N. Batavia St., Suite 201, Orange, CA 92867, (714) 516-1232

Subscribed and sworn to this _____ day of _____, 20____.

NOTARY PUBLIC _____

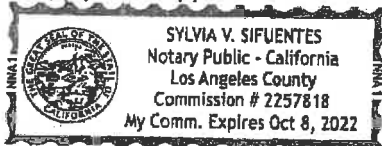
*Provide BIDDER/SURETY name, address and telephone number and the name, title, address and telephone number of authorized representative.

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

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 18th
day of November, 2020, by Pablo Viramontes

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



(Seal)

Signature


Sylvia Sifuentes / Notary Public

ACKNOWLEDGMENT

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

State of California

County of Orange

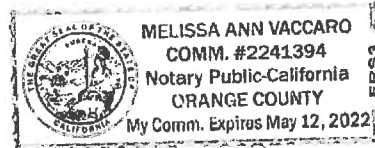
On 11/05/2020 before me, Melissa Ann Vaccaro, Notary Public
(insert name and title of the officer)

personally appeared Daniel Huckabay,
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 Melissa Ann Vaccaro (Seal)
Melissa Ann Vaccaro



SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

Bond No. CSBA-15617

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri does hereby make, constitute and appoint:

DANIEL HUCKABAY, ARTURO AYALA, DWIGHT REILLY, SHAUNNA ROZELLE OSTROM, FRANK MORONES

MICHAEL D. STONG, BEN STONG, and R. NAPPI

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:


ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

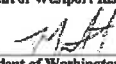
This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By 
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation

By 
Mike A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 14TH day of JANUARY, 20 19.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook

ss:

On this 14TH day of JANUARY, 20 19, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President

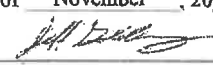
of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.




M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 5th day of November, 20 20.


Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company &
North American Specialty Insurance Company & Vice President & Assistant Secretary of Westport Insurance Corporation

BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE

FOR

WATER MAIN REPLACEMENT PROJECT

FY 2020/2021

PROJECT NO. 2019-07

IN THE CITY OF HUNTINGTON PARK

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

QUESTIONNAIRE

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

Yes _____

No X

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

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:

Stephen Doreck Equipment Rentals Inc.

Contractor Name

1000011335

Contractor Department of Industrial Relations Registration Number:

06/30/23

Expiration Date of Registration Number

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



State of California

[Back to DIR>> \(https://www.dir.ca.gov/\)](https://www.dir.ca.gov/)

Department of Industrial Relations

Contractor Information

Legal Entity Name
STEPHEN DORECK EQUIPMENT RENTALS, INC.
Legal Entity Type
Corporation
Status
Active
Registration Number
1000011335
Registration effective date
07/01/20
Registration expiration date
06/30/23
Mailing Address
9075 TELEGRAPH ROAD PICO RIVERA 90660 CA ...
Physical Address
9075 TELEGRAPH ROAD PICO RIVERA 90660 CA ...
Email Address
pablo@doreckconstruction.com
Trade Name/DBA
DORECK CONSTRUCTION
STEPHEN DORECK EQUIPMENT RENTALS, INC.
License Number(s)
CSLB:665471
CSLB:665471

Registration History

Effective Date	Expiration Date
07/12/18	06/30/19
06/22/17	06/30/18
07/07/16	06/30/17
08/09/15	06/30/16
02/23/15	06/30/15
07/01/19	06/30/20
07/01/20	06/30/23

Legal Entity Information

Corporation Entity Number:	2982502
Federal Employment Identification Number:	208858954
President Name:	CATHERINE R. DORECK
Vice President Name:	STEPHEN L. DORECK
Treasurer Name:	PABLO VIRAMONTES
Secretary Name:	PABLO VIRAMONTES
CEO Name:	CATHERINE R. DORECK

Agency for Service:

Agent of Service Name:	STEPHEN L. DORECK
Agent of Service Mailing Address:	8026 E. TARMA STREET LONG BEACH 90808 CA United States

Worker's Compensation

Do you lease employees through Professional Employer Organization (PEO)?: No
Please provide your current worker's compensation insurance information below:

PEO InformationName	PEO Phone	PEO Email
---------------------	-----------	-----------

Insured by Carrier

Policy Holder Name:

Insurance Carrier:

STEPHEN DORECK EQUIPMENT RENTALS, INC.
TRAVELERS INDEMNITY COMPANY

ATTACHMENT B

ATTACHMENT B
CIP 2019-07 WATER MAIN REPLACEMENT PROJECT
HILL STREET AND CUDAHY STREET
CONTRACTOR BIDS
AVAILABLE AT CITY CLERK'S OFFICE

ATTACHMENT C

Attachment 3

City of Huntington Park
CIP 2019-07 Water Main Replacement Project
Wednesday, November 18, 2020

City of Huntington Park CIP 2019-07 Water Main Replacement Project Wednesday, November 18, 2020															
Bid Base	Engineer's Estimate				Stephen Doreck Equipment Rentals		Cedro Construction		Pelp DBA Excel Paving		JA Salazar Construction		Colch & Sons		
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
1	Mobilization/ Demobilization (Not to exceed 3% of total of all other items contract Bid Items)	LS	1	\$87,423.00	\$87,423.00	\$87,423.00	\$87,423.00	\$23,800.00	\$23,800.00	\$92,000.00	\$92,000.00	\$170,000.00	\$170,000.00	\$125,000.00	\$125,000.00
2	Traffic Control	LS	1	\$19,500.00	\$19,500.00	\$19,500.00	\$19,500.00	\$4,717.00	\$4,717.00	\$188,750.00	\$188,750.00	\$60.00	\$60.00	\$75,000.00	\$75,000.00
3	Cold Mill Existing Asphalt Concrete Pavement (1" Deep)	SF	143,270	\$0.48	\$68,654.40	\$0.20	\$28,654.00	\$1.70	\$243,758.00	\$0.23	\$32,852.10	\$0.36	\$51,572.20	\$0.60	\$85,963.20
4	Cold Mill Existing Asphalt Concrete Pavement (2" Deep)	SF	139,620	\$0.34	\$47,270.80	\$0.35	\$48,867.00	\$0.38	\$52,961.40	\$0.37	\$51,659.40	\$0.36	\$50,263.20	\$0.65	\$90,763.00
5	Remove and Construct Concrete Sidewalk	SF	1590	\$110.00	\$174,900.00	\$12.00	\$19,080.00	\$18.50	\$29,355.00	\$12.00	\$19,080.00	\$21.80	\$34,344.00	\$16.00	\$25,440.00
6	Remove and Construct Residential Concrete Driveway Approach	SF	15	\$115.00	\$1,725.00	\$100.00	\$1,500.00	\$138.00	\$2,070.00	\$35.00	\$525.00	\$21.80	\$327.00	\$50.00	\$750.00
7	Remove and Construct Concrete Curb Gutter	SF	250	\$20.00	\$5,000.00	\$5.00	\$1,250.00	\$50.00	\$12,500.00	\$30.00	\$7,500.00	\$21.80	\$5,450.00	\$20.00	\$5,000.00
8	Remove and Construct Concrete Local Driveway	SF	45	\$20.00	\$900.00	\$5.00	\$225.00	\$108.00	\$4,860.00	\$40.00	\$1,800.00	\$120.00	\$5,400.00	\$20.00	\$900.00
9	Remove and Construct Concrete Curb Type A2-8(150) and Gutter	LF	1,410	\$60.00	\$84,600.00	\$60.00	\$84,600.00	\$60.00	\$84,600.00	\$60.00	\$84,600.00	\$60.00	\$84,600.00	\$60.00	\$84,600.00
10	Remove and Construct Concrete Curb Ramp	EA	18	\$3,300.00	\$59,400.00	\$900.00	\$16,200.00	\$6,088.00	\$109,584.00	\$4,000.00	\$72,000.00	\$6,000.00	\$108,000.00	\$70.00	\$1260.00
11	Remove and Construct AC Speed Bump	EA	19	\$2,000.00	\$38,000.00	\$2,700.00	\$51,300.00	\$2,683.00	\$50,977.00	\$2,500.00	\$47,500.00	\$3,500.00	\$66,500.00	\$500.00	\$9,500.00
12	Remove and Install New Post for Sign	EA	3	\$300.00	\$900.00	\$350.00	\$1,050.00	\$1,050.00	\$3,150.00	\$200.00	\$600.00	\$500.00	\$1,500.00	\$600.00	\$1,800.00
13	Remove and Replace Existing Post and Salvaged Sign	EA	2	\$300.00	\$600.00	\$350.00	\$700.00	\$715.00	\$1,430.00	\$200.00	\$400.00	\$200.00	\$400.00	\$1,000.00	\$2,000.00
14	Prune Roots Existing Tree	EA	18	\$600.00	\$10,800.00	\$400.00	\$7,200.00	\$576.00	\$10,368.00	\$400.00	\$7,200.00	\$500.00	\$9,000.00	\$90.00	\$1,620.00
15	Provide and Place 6" Coated Macadam Base (CMB)	TON	105	\$85.00	\$8,925.00	\$10.00	\$1,050.00	\$9.00	\$945.00	\$114.00	\$11,970.00	\$94.00	\$9,876.00	\$95.00	\$9,975.00
16	Construct 1" Thick AC Levee Course	TON	845	\$60.00	\$50,700.00	\$60.00	\$50,700.00	\$78.31	\$66,140.35	\$81.00	\$68,445.00	\$104.00	\$87,880.00	\$90.00	\$76,050.00
17	Construct 1" Thick AR/M Overlay	TON	55	\$60.00	\$3,300.00	\$50.00	\$2,750.00	\$93.00	\$5,115.00	\$80.00	\$4,400.00	\$105.00	\$5,775.00	\$90.00	\$4,950.00
18	Construct Varied Thickness AR/M Overlay (1" to 2" Thick)	TON	2,490	\$60.00	\$149,400.00	\$50.00	\$124,500.00	\$93.00	\$231,370.00	\$88.00	\$219,480.00	\$105.00	\$261,450.00	\$95.00	\$236,550.00
19	Adjust Existing Storm Drain/Sewer Utility Manhole Frame and Cover to Finished Grade	EA	29	\$600.00	\$17,400.00	\$775.00	\$22,475.00	\$580.00	\$16,720.00	\$600.00	\$17,400.00	\$750.00	\$21,750.00	\$750.00	\$21,750.00
20	Adjust Existing Water Valve Can and Cover to Finished Grade	EA	3	\$550.00	\$1,650.00	\$600.00	\$1,800.00	\$510.00	\$1,530.00	\$400.00	\$1,200.00	\$750.00	\$2,250.00	\$500.00	\$1,500.00
21	Adjust Existing Water Meter Box and Cover to Finished Grade	EA	1	\$450.00	\$450.00	\$450.00	\$450.00	\$711.00	\$711.00	\$500.00	\$500.00	\$750.00	\$750.00	\$500.00	\$500.00
22	Adjust Existing Utility Box and Cover to Finished Grade	EA	2	\$450.00	\$900.00	\$1,000.00	\$2,000.00	\$1,412.00	\$2,824.00	\$800.00	\$1,600.00	\$750.00	\$1,500.00	\$500.00	\$1,000.00
23	Relocate Existing Utility Pole Box and Cover	EA	4	\$650.00	\$2,600.00	\$3,500.00	\$14,000.00	\$1,675.00	\$6,700.00	\$2,500.00	\$10,000.00	\$4,500.00	\$18,000.00	\$1,500.00	\$6,000.00
24	Traffic Signal, Stop Sign, Markings and Curb Paintings	LS	1	\$3,500.00	\$3,500.00	\$25,000.00	\$25,000.00	\$10,647.00	\$10,647.00	\$9,000.00	\$9,000.00	\$25,000.00	\$25,000.00	\$15,000.00	\$15,000.00
25	Provide Erosion Control and BMPs	LS	1	\$5,000.00	\$5,000.00	\$9,000.00	\$9,000.00	\$1,200.00	\$1,200.00	\$3,000.00	\$3,000.00	\$35,000.00	\$35,000.00	\$15,000.00	\$15,000.00
26	Construction Survey, Station, Re-Establish Survey Monument and Centerline Ties	LS	1	\$5,000.00	\$5,000.00	\$21,000.00	\$21,000.00	\$39,400.00	\$39,400.00	\$37,000.00	\$37,000.00	\$45,000.00	\$45,000.00	\$25,000.00	\$25,000.00
27	Furnish and Install 6" PVC C-600 Water Main	LF	9,655	\$125.00	\$1,206,875.00	\$115.00	\$1,109,325.00	\$107.00	\$1,033,085.00	\$102.00	\$984,810.00	\$110.00	\$1,061,650.00	\$235.00	\$2,268,650.00
28	Furnish and Install 10" PVC C-600 Water Main	LF	60	\$160.00	\$9,600.00	\$150.00	\$9,000.00	\$900.00	\$54,000.00	\$300.00	\$18,000.00	\$200.00	\$12,000.00	\$245.00	\$14,700.00
29	Excise Water Line	LF	145	\$95.00	\$13,775.00	\$150.00	\$21,750.00	\$641.00	\$92,945.00	\$540.00	\$78,300.00	\$300.00	\$42,000.00	\$190.00	\$27,450.00
30	Furnish and Install New 6" D.I. Resilient-Wedge Valve	EA	31	\$1,500.00	\$46,500.00	\$650.00	\$20,150.00	\$1,726.00	\$53,506.00	\$690.00	\$21,390.00	\$3,400.00	\$106,400.00	\$1,200.00	\$37,200.00
31	Furnish and Install New 8" D.I. Resilient-Wedge Valve	EA	18	\$1,500.00	\$27,000.00	\$1,300.00	\$23,400.00	\$1,675.00	\$29,950.00	\$1,450.00	\$26,100.00	\$3,500.00	\$63,000.00	\$1,800.00	\$32,400.00
32	Furnish and Install New 10" D.I. Resilient-Wedge Valve	EA	1	\$2,000.00	\$2,000.00	\$2,100.00	\$2,100.00	\$2,023.00	\$2,023.00	\$2,300.00	\$2,300.00	\$3,800.00	\$3,800.00	\$2,500.00	\$2,500.00
33	Remove Existing Water Meter Box and Service Line and Construct New 1" Water Service Line	EA	340	\$1,800.00	\$612,000.00	\$1,385.00	\$470,900.00	\$2,034.00	\$691,560.00	\$2,450.00	\$834,000.00	\$1,200.00	\$408,000.00	\$1,200.00	\$408,000.00
34	Install New Meter and Water Box (Provided by City)	EA	8	\$2,000.00	\$16,000.00	\$5,450.00	\$43,600.00	\$3,100.00	\$24,800.00	\$4,000.00	\$32,000.00	\$4,800.00	\$38,400.00	\$2,500.00	\$20,000.00
35	Remove Existing Water Meter Box and Service Line and Construct New 2" Water Service Line	EA	18	\$11,000.00	\$198,000.00	\$9,810.00	\$177,380.00	\$7,571.00	\$88,478.00	\$12,000.00	\$156,000.00	\$14,000.00	\$168,000.00	\$7,500.00	\$97,500.00
36	Remove Existing Water Meter Box and Service Line and Construct New 2" Water Service Line	EA	18	\$9,000.00	\$162,000.00	\$9,100.00	\$163,800.00	\$7,475.00	\$134,550.00	\$10,000.00	\$180,000.00	\$13,000.00	\$234,000.00	\$6,000.00	\$108,000.00
37	Abandon and Slurry Fill Existing Water Line and Appurtenances	LS	1	\$10,000.00	\$10,000.00	\$9,500.00	\$9,500.00	\$58,000.00	\$58,000.00	\$23,000.00	\$23,000.00	\$20,000.00	\$20,000.00	\$40,000.00	\$40,000.00
38	Construct Cured-In-Place Pipe (CIPP) Lining of 8" Sewer Pipe	LF	1370	\$165.00	\$226,050.00	\$50.00	\$68,500.00	\$63.00	\$86,310.00	\$38.00	\$52,060.00	\$45.00	\$61,650.00	\$100.00	\$137,000.00
39	Remove and Construct 6" VCP Sewer Main (Open Trench)	LF	75	\$1,450.00	\$108,750.00	\$600.00	\$45,000.00	\$410.00	\$30,750.00	\$700.00	\$105,000.00	\$500.00	\$37,500.00	\$800.00	\$108,000.00
Total				\$3,205,344.00	\$3,205,344.00	\$2,838,064.99	\$2,838,064.99	\$3,109,004.55	\$3,109,004.55	\$3,341,243.40	\$3,341,243.40	\$3,675,367.74	\$3,675,367.74	\$4,202,700.00	\$4,202,700.00
Contingencies @ 10%				\$320,534.40	\$320,534.40			\$320,534.40	\$320,534.40	\$320,534.40	\$320,534.40	\$320,534.40	\$320,534.40	\$320,534.40	\$320,534.40
Total Base Bid *				\$3,525,878.40	\$3,525,878.40			\$3,429,538.95	\$3,429,538.95	\$3,661,777.80	\$3,661,777.80	\$3,995,802.14	\$3,995,802.14	\$4,003,234.40	\$4,003,234.40

ITEM NO. 5



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

December 1, 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 TO SUBMIT A LETTER OF SUPPORT FOR THE CITY OF SOUTH GATE AS PART OF THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION HIGHWAY SAFETY IMPROVEMENT PROGRAM CYCLE 10 FUNDING APPLICATION

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Authorize the City Manager to sign a letter of support for the City of South Gate as part of the State of California Department of Transportation (Caltrans) Highway Safety Improvement Plan (HSIP) Cycle 10 funding application for enhancements at the signalized intersection of Santa Ana Street and California Avenue.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In October of 2020, the City of South Gate reached out to the City of Huntington Park to obtain a letter of support for enhancements at the signalized intersection of Santa Ana Street and California Avenue. Maintenance of the intersection is shared equally between the two agencies. The letter of support was requested as part of the Caltrans HSIP Cycle 10 funding application, which was due on November 2, 2020. Due to the lack of time to obtain City Council authorization and the need to support this endeavor, the letter of support was provided (Attachment 1).

The California local HSIP program funds local highway safety improvement projects. The purpose of the HSIP program is to achieve a significant reduction in traffic fatalities and serious injuries on all public roads. The City of South Gate identified the intersection of Santa Ana Street and California Avenue as having a specific safety problem and proposed counter safety measures to address the conditions. Researching collision data between 2017-2019 resulted in nine accidents occurring during that timeframe. The City of South Gate would like to upgrade the signal to include left turn phasing on all approaches to reduce and mitigate broadside accidents.

CONSIDERATION AND APPROVAL TO SUBMIT A LETTER OF SUPPORT FOR THE CITY OF SOUTH GATE AS PART OF THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION HIGHWAY SAFETY IMPROVEMENT PROGRAM CYCLE 10 FUNDING APPLICATION

December 1, 2020

Page 2 of 3

LEGAL REQUIREMENT

The Fixing America's Surface Transportation Act (FAST) was signed into law on December 4, 2015. Under FAST, the Highway Safety Improvement Program (HSIP), codified as Section 148 of Title 23, United States Code (23 U.S.C §148), is a core federal-aid program to States for the purpose of achieving a significant reduction in fatalities and serious injuries on all public roads. The Division of Local Assistance (DLA) manages California's local agency share of HSIP funds. California's Local HSIP focuses on infrastructure projects with nationally recognized crash reduction factors (CRFs). Local HSIP projects must be identified on the basis of crash experience, crash potential, crash rate, or other data-supported means.

FISCAL IMPACT/FINANCING

If awarded the grant, the City of South Gate would request to enter into a Memorandum of Understanding with the City of Huntington Park to share the costs for the design, construction and management of the project. The engineer's estimate is at \$388,800. If awarded, design will not be initiated until late 2021, with design completion in early 2024. Construction would begin in late 2024 and completed in late 2025. The maximum federal reimbursement ratios are ninety percent (90%), though the exact amount will not be known until Caltrans provides an approved project list of each HSIP call for projects. Approval of this specific action does not have a fiscal impact, though a ten percent (10%) local match is customary and will be discussed if the City of South Gate is awarded the HSIP funds.

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



CESAR ROLDAN
Director of Public Works

**CONSIDERATION AND APPROVAL TO SUBMIT A LETTER OF SUPPORT FOR THE
CITY OF SOUTH GATE AS PART OF THE STATE OF CALIFORNIA DEPARTMENT
OF TRANSPORTATION HIGHWAY SAFETY IMPROVEMENT PROGRAM CYCLE 10
FUNDING APPLICATION**

December 1, 2020

Page 3 of 3

ATTACHMENT(S)

- A. South Gate Project Letter of Support
- B. South Gate HSIP Application

ATTACHMENT A



Office of the City Manager

October 27, 2020

Mr. Steve Novoty
District Local Assistance Engineer
Caltrans District 7 Office of Local Assistance
100 S. Main St, #12.040
Los Angeles, CA 90012-3712

SUBJECT: Highway Safety Improvement Program (HSIP) Grant Application -
Cycle 10 - Traffic Safety Improvements in the City of South Gate

Dear Mr. Novoty:

I am pleased to offer this letter of support for the City of South Gate's application for grant funding through the Caltrans' Highway Safety Improvement (HSIP) Program. The proposed projects will improve vehicle and pedestrian safety within the community, an important concern for residents and the community at large.

On behalf of the City of Huntington Park, I fully endorse the City of South Gate's efforts to increase traffic vehicular and pedestrian safety at our shared intersection of California Ave and Santa Ana Street. The improvements in highway safety significantly reduce serious injuries and in-traffic fatalities on public roads. The City of Huntington Park endorses the proposed improvements to install protected left turn phases to the shared intersection at California Avenue at Santa Ana Street which will make our streets safer for both vehicles and pedestrians.

Thank you for the opportunity to help improve the safety of the drivers and pedestrians who use our community streets. I respectfully request your favorable consideration for the City's proposal for the HSIP Grants. If you have any questions, please do not hesitate to contact me at (323) 582-6161.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ricardo Reyes", is written over a light blue horizontal line.

RICARDO REYES
City Manager

ATTACHMENT B

CM3:
Provide Protected Left Turn Phase
- Remove & Replace Signal Pole,
Mast Arm, & Vehicle Signal Heads
For Left Turn Phasing

SHEET 8 OF 8

Section II. Project Cost Estimate

All project costs, **for all phases and by all funding sources**, must be accounted for on this form.

- "Total Cost"**: Round all costs up to the nearest hundred dollars.
- "HSIP/Total (%)"**: The maximum allowed is the project's Funding Reimbursement Ratio (FRR) as determined in Section I. Click the button to assign the maximum to all, OR enter if not the maximum.
- "HSIP Funds"** and **"Local/Other Funds"** are calculated.

Pay attention to the interactive warning/error messages below the table. The messages, if any, must be fixed, or exceptions should be justified in narrative question No. 3 in the HSIP Application Form.

Project's maximum Funding Reimbursement Ratio (FRR)
(from Section I, rounded up to integer)

100 %

To set all "HSIP/Total (%)" in the below table
to the above maximum FRR, click "Set":

Set

Description	Total Cost	HSIP/Total (%)	HSIP Funds	Local/Other Funds
Preliminary Engineering (PE) Phase				
Environmental	\$0	100 %	\$0	\$0
PS&E	\$44,900	100 %	\$44,900	\$0
Subtotal - PE	\$44,900	100 %	\$44,900	\$0
Right of Way (ROW) Phase				
Right of Way Engineering	\$0	100 %	\$0	\$0
Appraisals, Acquisitions & Utilities	\$0	100 %	\$0	\$0
Subtotal - Right of Way (ROW)	\$0	%	\$0	\$0
Construction (CON) Phase				
Construction Engineering (CE)	\$44,900	100 %	\$44,900	\$0
Construction Items	\$299,000 (Read only - from Section I)	100 %	\$299,000	\$0
Subtotal - Construction	\$343,900	100 %	\$343,900	\$0
PROJECT TOTAL	\$388,800	100 %	\$388,800	\$0

☐ Agency does NOT request HSIP funds for PE Phase (automatically checked if PE - HSIP funds is \$0).

Interactive Warning/Error Messages:

If there are any messages in the below box, please fix OR explain justification for exceptions in narrative question No 3 in the HSIP application form.

4. Project schedule

The local agency is expected to deliver the project per [the HSIP Program Delivery requirements](#). Assuming the HSIP Cycle 10 projects selected for funding will be programmed by January 1, 2021, please enter your best estimated dates for the following implementation milestones. Leave blank if not applicable.

Will this project use HSIP funds for Preliminary Engineering (PE) Phase?

Will an external consultant be hired to do the PE work?

Delivery Milestones to be met: PE Authorization by 9/30/2021; CON Authorization by 6/30/2024.

PE Authorization Date:

Environmental Clearance Date:

Right of Way Clearance Date:

Final PS&E Date:

CON Authorization Date:

Construction Contract Award Date:

Construction Completion Date:

Project Close-Out Date:

III.2: Countermeasures and Crash Data

Step 1: Countermeasure(s) to be applied (from Page 1)

	No.	Countermeasure (CM) Name	CM Type*	Crash Reduction Factor (CRF)	Expected Life (Years)	Crash Type	Federal Funding Eligibility
<input checked="" type="checkbox"/>	1	S07: Provide protected left turn phase (left turn lane already exists)	S	0.3	20	All	100%
*CM Type: S-Signalized Intersection; NS-Non-Signalized Intersection; R-Roadway.							

Step 2: Provide crash data.

2.1 Crash Data Period: must be between 3 and 5 years.

from (MM/DD/YYYY): To (MM/DD/YYYY): Crash Data Period (years) = 3

2.2 Fill out the crash data table(s) for the crash type(s) as required by the selected countermeasure(s) in Step 1.

Based on the countermeasures selected in Step 1, the crash data types to be provided are:

(1) All

Crash Data Table for Crash Type: ALL

No.	Location (from Table III.1)	Fatal (ALL)	Severe Injury (ALL)	Other Visible Injury (ALL)	Complaint of Pain (ALL)	PDO (ALL)	Total
1	California Avenue & Santa Ana Street	0	0	3	6	0	9
	Total	0	0	3	6	0	9

ITEM NO. 6



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

December 1, 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 TO RECLASSIFY PROJECT ACCOUNT NUMBER FROM LOCAL MEASURE R FUNDS TO METRO MEASURE R FUNDS FOR CIP 2019-02 SLAUSON AVENUE CONGESTION RELIEF IMPROVEMENTS PROJECT, LACMTA PROJECT ID# MEASURE R MR306.53 AND FTIP LA0G1669

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Authorize the acceptance of funding provided through LACMTA Measure R funds totaling \$700,000 in account number 222-0000-340.65-15 LACMTA Measure R Revenue; and
2. Appropriate \$700,000 in account number 222-8010-431.76-13 LACMTA Slauson Avenue Capital Improvement Project for the design of CIP 2019-02 Slauson Avenue Congestion Relief Improvements Project, LACMTA Project ID# Measure R MR306.53, and FTIP LA0G1669; and
3. Authorize staff to make the necessary budget adjustments.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

At the regularly scheduled City Council meeting of June 8, 2019, the City Council supported the execution of the funding agreement between the City and the Los Angeles County Metropolitan Transportation Authority (LACMTA) to complete the design phase of the CIP 2019-02 Slauson Avenue Congestion Relief Improvements Project, LACMTA Project ID# Measure R MR306.53, and FTIP LA0G1669 (Project). At the October 1, 2020 City Council meeting, the City Council awarded the design to Infrastructure Engineers (Purchase Order 2338).

The following five signalized intersections are scheduled for upgrades:

- Slauson Avenue at Alameda Street

CONSIDERATION AND APPROVAL TO RECLASSIFY PROJECT ACCOUNT NUMBER FROM LOCAL MEASURE R FUNDS TO METRO MEASURE R FUNDS FOR CIP 2019-02 SLAUSON AVENUE CONGESTION RELIEF IMPROVEMENTS PROJECT, LACMTA PROJECT ID# MEASURE R MR306.53 AND FTIP LA0G1669

December 1, 2020

Page 2 of 2

- Slauson Avenue at Santa Fe Avenue
- Slauson Avenue at Miles Avenue/ Soto Street
- Slauson Avenue at Boyle Avenue/State Street
- Slauson Avenue at Downey Road/Malburg Way

Metro identified these key intersections for upgrades in its I-710 Congestion Relief Program report.

FISCAL IMPACT/FINANCING

The LACMTA Board programmed \$700,000 from its own Metro Measure R funds for Project Approval and Environmental Document (PA&ED) and Plans, Specifications, and Estimates (PS&E). Local Measure R funds are not required to be used. A local match is not required, and Metro funds are 100% reimbursable. This grant shall be paid on a reimbursement basis, whereby the City shall provide the appropriate supporting documentation when submitting expenditure reports. Quarterly progress reports (QPRs) must be submitted in compliance with the agreement. Public Works personnel will coordinate with the Finance Department to submit QPRs to Metro and seek reimbursement for the cost to design the project. This is a one-time only grant of Metro Measure R funds. This Metro grant does not imply nor obligate any future funding commitment on the part of LACMTA. City must comply with the timely use of funds. All funds programmed are subject to lapse by June 30, 2023.

Staff requests the recommended budget revenue estimate and appropriation of \$700,000 as detailed in action items above.

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



CESAR ROLDAN
Director of Public Works

ITEM NO. 7



CITY OF HUNTINGTON PARK

Department of Public Works
City Council Agenda Report

December 1, 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 LOS ANGELES COUNTY SAFE, CLEAN WATER PROGRAM ANNUAL EXPENDITURE PLAN FOR FY 2020-21

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the Los Angeles County Safe, Clean Water Program Annual Expenditure Plan for FY 2020-21.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On July 21, 2020, the City Council authorized the City Manager to sign the Los Angeles County (County) Safe, Clean Water (SCW) Program Transfer Agreement (TA). The Municipal Program is designed to maximize the ability of the City to address local stormwater and urban runoff challenges and opportunities. Projects and programs are required to include water quality benefits. Multi-benefit projects and nature-based solutions are also highly encouraged. A condition to receive programmed funding is for each agency to submit an annual expenditure plan for the ensuing fiscal year within 45 days from the full execution of the agreement.

Potential uses of the available funding to the City includes partial payment of the following projects or services:

1. Salt Lake Park Infiltration Cistern Project:
 - a. Future Maintenance: \$30,000 FY 2024/25
2. Connector Pipe Screen (CPS) and Automatic Retractable Screens (ARS)
 - a. \$40,000 – Catch Basin Inventory & Los Angeles County Permit
 - b. \$60,000 – Construction of CPS & ARS Units
2. Nationwide Environmental Services (Catch Basin Cleaning): \$81,244.08
3. Nationwide Environmental Services (Street Sweeping): \$582,350.37
4. Consultant IC Inspection/MS4 Permit & Annual Permit: \$80,000.00
5. GWMA Dues: \$15,000.00
6. GWMA LARUR2 WMP/CIMP Implementation: \$53,000.00
7. Permit GWMA-LARUR2: \$53,000.00

Attachment 1 goes into further details.

**CONSIDERATION AND APPROVAL OF LOS ANGELES COUNTY SAFE, CLEAN
WATER PROGRAM ANNUAL EXPENDITURE PLAN FOR FY 2020-21**

December 1, 2020

Page 2 of 2

FISCAL IMPACT/FINANCING


Under the SCW Municipal Program, 40% of the funding is allocated to cities as local return with maximum flexibility. Eligible activities include project development, design, construction, effectiveness monitoring, operations and maintenance, programs and studies related to protecting and improving water quality. The City will receive direct funding via the Municipal Program proportional to the revenues generated within our boundaries. Consideration for funding stormwater related projects and programs are presented in the attached annual report. County revenues collected in FY 19-20 is expected to become available soon after the County evaluates the City's Annual Plan.

SCW Program Payments distributed to the City shall be held in a separate interest-bearing account and shall not be combined with other funds. Interest earned from each account shall be used by the City only for eligible expenditures consistent with the requirements of the SCW Program. A 2019 report estimated the City's annual municipal program fund at \$430,000. Current totals reflect all ad valorem exemptions for 2019 and removal of utility parcels that are assessed by the State only. Actual revenues are anticipated to be lower following incorporation of any approved credits, appeals, income-based tax reductions, and low-income senior-owned exemptions.

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



CESAR ROLDAN
Director of Public Works

ATTACHMENT(S)

A. County Annual Expenditure Plan FY 2020-21

ATTACHMENT A

City of Huntington Park Annual Expenditure Plan FY 2020-2021



DECEMBER 1, 2020

City of Huntington Park

6550 Miles Avenue

Huntington Park, CA 90225

Los Angeles County

Flood Control District's

Safe and Clean Water Program



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1. PROJECTS

A-1. Description of all projects anticipated to be funded using the SCW Program Payment. Include a discussion of how the projects will result in the achievement of SCW Program Goals, including quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.

The City of Huntington Park (City) anticipates to fund the following projects:

1. Salt Lake Park Infiltration Cistern Project

a) The City belongs to the Lower Los Angeles River Watershed Area, which is located in the southern portion of Los Angeles County. The watershed area drains to the Pacific Ocean via the Los Angeles River and includes Compton Creek and a portion of the Rio Hondo. The City is part of the Enhanced Watershed Management Plan (EWMP) Group, made up of the cities of Bell, Bell Gardens, Commerce, Maywood, and Vernon. At the May 20, 2013 City Council meeting, City Council authorized the execution of an agreement with the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (GWMA) for the development of a Watershed Management Program (WMP) and Coordinated Integrated Monitoring Plan (CIMP); documents required by the State municipal separate storm sewer system (MS4) Stormwater Permit. The Los Angeles Regional Water Quality Control Board approved the EWMP on August 13, 2015 and committed the City to improving water quality through the construction of the Salt Lake Park Infiltration Cistern project. The Salt Lake Park Infiltration Cistern project is a dry and wet weather regional project that potentially captures 1,584-acre of runoff that benefits the region. The project recharges new water into the Central Basin aquifer that would otherwise flow to the ocean. This provides additional water supply, water quality, flood management and beneficial public education and outreach components. The project would be constructed under the existing baseball/softball diamonds located in the southeast corner of Salt Lake Park (Salt Lake Avenue and Florence Avenue).

2. Los Angeles River Watershed Trash Total Maximum Daily Load (TMDL)

a) Trash TMDL requires progressive annual reductions in discharges of trash from the MS4 from the established baseline identified in the City's annual report until the final numeric target of zero trash discharge is attained. Full capture systems are specific structural best management practices that have been determined to meet the requirements of the TMDL.

- Sized to treat no less than the peak flowrate resulting from a 1-year, 1-hour storm event or peak flows from storm drain events.
- No bypass of trash below the design storm under maximum operational loading conditions.
- Trap all particles that are 5 mm or greater up to the design flow or at least the same peak flows from the corresponding storm drain; and do not have a diversion structure present upstream such that a portion of the peak flow is not treated to trap all particles 5 mm or greater.

b) Connector Pipe Screen (CPS) and Automatic Retractable Screens (ARS)

- This metal screen assembly is installed inside a catch basin, in front of the outlet pipe and prevents debris from entering the storm drain system. A CPS unit is designed to retain all trash and solids larger than 5 mm (0.197 in) inside

the catch basin and retains large volumes of sediment. The trash capture and storage capacity depend upon the size of the catch basin.

- The ARS units prevent trash and debris from entering the City's catch basin storm drain system during dry weather and moderate storm flows by keeping the trash and debris in the street gutter for collection by street sweepers.
- City to re-inventory catch basins for structural CPS and ARS units (City and Los Angeles County).

2. PROGRAMS

A-2. Description of all programs anticipated to be funded using the SCW Program Payment. Include a discussion of how the programs will result in the achievement of one or more SCW Program Goals; including quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.

Institutional control measures that do not require any construction or installation of devices. These non-structural best management practices include street sweeping and cleaning catch basins that discharge to the City's storm drains.

1. Nationwide Environmental Services (Catch Basin Cleaning)
 - a) Catch basin cleaning is an important mandate due to the residue and debris which accumulates in storm drains. Catch basin cleaning is a program utilized by the City as an efficient and cost-effective method for cleaning and preventing the transport of sediment and pollutants to receiving water bodies. Catch basin cleaning includes maintaining catch basins with connector pipe screens (CPS) and/or automatic retractable screens (ARS). It also includes inspecting, clearing all debris, and performing any required minor repairs to catch basins.
 - b) Typical maintenance of catch basins includes trash removal if a screen or other debris capturing device is used, and removal of sediment using a vacuum truck. Operators are properly trained in catch basin maintenance. Maintenance includes keeping a log of the amount of sediment collected and the date of removal.
2. Nationwide Environmental Services (Street Sweeping)
 - a) Street sweeping is necessary to keep the City's streets and storm drains clean. An average of 11-12 tons is collected per day. Anything that is dumped into the storm drains may potentially end up going to the ocean or nearby waterbodies.
3. IC Inspection/MS4 Permit
 - a) Industrial/Commercial Facility Inspection and BMP Training. The main purpose of the stormwater inspection program is to protect the health and wellness of the City's residents by protecting the beneficial uses, marine habitats, and ecosystems of receiving waters from pollutants carried by stormwater and non-stormwater discharges. The intent is to enhance and protect the water quality of the receiving waters consistent with the Clean Water Act and the Los Angeles County MS4 Permit Part 4, C. Industrial/Commercial Facilities Control Program of the Municipal NPDES Permit. Industrial and commercial facilities shall implement BMPs to prevent stormwater pollution.

3. OPERATION AND MAINTENANCE ACTIVITIES

A-3. Description of all operation and maintenance activities anticipated to the funded using the SCW Program Payment. Include a discussion of how those activities will result in the achievement of one or more SCW Program Goals. Additional operation and maintenance activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.

Regular inspection and maintenance are an ongoing regulatory responsibility of the City. Responsibilities typically include regular inspections throughout the year, maintaining inspection records, and often annual inspections and reporting. Operation and maintenance activities of infrastructure associated with stormwater devices are critical in protecting water quality from the impacts of development and redevelopment projects. However, infrastructure projects will not function correctly nor remain effective if regularly scheduled maintenance is not performed. Preventative maintenance is a cost effective and efficient method of ensuring minimizing infrastructure degradation. All inspection and maintenance activities must be recorded. One easy way to do this is to create an Inspection and Maintenance checklist. Structural deficiencies can affect the integrity of structures and public safety. Preventive maintenance on mechanical components will be included on routine inspections.

Developing an operation and maintenance plan or manual is essential and will include basic elements such as:

- Maintenance schedules
- Inspection requirements
- Frequency of inspections
- Easements or covenants for maintenance
- Identification of funding sources

The most effective way to maintain the City's stormwater facility is to prevent pollutants from entering the facility in the first place. Common pollutants include sediment, trash and debris, chemicals, pet wastes, runoff from stored materials, illicit discharges into the storm drainage system and many others. A thorough maintenance program will include measures to address these potential contaminants, and will save money and time in the long run. Key points to consider in your maintenance program include:

- Educate City employees/residents on how their actions impact water quality and how they can help reduce maintenance costs
- Keep properties, streets, curb & gutters and parking lots free of trash, debris and lawn clippings
- Ensure the proper disposal of hazardous wastes and chemicals
- Plan lawn care to minimize the use of chemicals and pesticides
- Attentive and alert to automobiles leaking fluids
- Use absorbents to soak up drippings and dispose of properly

4. STAKEHOLDER AND COMMUNITY OUTREACH/ENGAGEMENT ACTIVITIES

A-4. Description of the stakeholder and community outreach/engagement activities anticipated to be funded with the SCW Program Payment, including discussion of how local NGOs or CBOs will be involved, if applicable, and if not, why. Additional

outreach/engagement activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.

The City collaborates with TreePeople. TreePeople is an environmental nonprofit organization whose mission is to inspire, engage and support people to take personal responsibility for the urban environment, making it safe, healthy, fun and sustainable and to share our process as a model for the world. TreePeople's mission is for region to develop tree canopies, which increases healthy soil and propels to clean local water through the empowerment of its stakeholders and policymakers.

Communities for a Better Environment (CBE) has partnered with the City and the California Environmental Justice Alliance on the Brown to Green project. Center for Public Environmental Oversight, Center for Creative Land Recycling, EPA region 9, and Cal/EPA's Department of Toxic Substances Control have provided invaluable technical support and information to support this region. CBE held a visioning forum at Huntington Park High School and invited community members to construct models of their idea of a revitalized Huntington Park community using recycled objects.

The City plans on providing outreach/education to the 32 schools within its borders and educate students on the environmental impacts associated with stormwater. Community engagement associated with stormwater environmental impacts is of the utmost importance. Public Education and Outreach minimum control measure is one measure the City takes on as the operator of a MS4 program. The City's stormwater management program conditions this as a compliance effort required per the NPDES stormwater permit. Stakeholder's support is particularly beneficial when the City attempts to institute new funding initiatives for stormwater capture devices (infiltration and filtration). Increase in compliance efforts can be documented through the program as the public becomes aware of the personal responsibilities expected of them and others in the community, including the individual actions they can be taken to protect and improve the quality of our surrounding water bodies.

5. POST-CONSTRUCTION MONITORING

A-5. Description of post-construction monitoring for projects completed using the SCW Program Payment. Additional post-construction monitoring activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.

After the construction and conclusion of the project, every third month (pre-storm and post-storm that coincides with the dry and wet-weather events) will be monitored. The source, quantity, frequency, and characteristics of non-stormwater discharges and associated drainage area will be documented. Goal is to demonstrate to the State that monitoring sites will be monitored three times per year and will rotate between the first, second and third storm events. Following are applicable points associated with the monitoring program.

- Weather information including beginning and end of storm, and amount of rainfall (inch)
- An evaluation of all applicable BMPs and TMDLs will be monitored and any deficiencies will be noted
- Recommendations or design changes to BMPs/TMDLs compliance structural efforts will be applied

- Monitoring of all BMPs/TMDLs during inclement weather: Type of Storm Event Qualify for Monitoring
- Corrective action required
- Preparation for Monitoring
- Determine dates to collect samples
- Determine Which Types of Monitoring Requirements Apply at Each Outfall and if there are exceedances that require additional monitoring
- Project facilitates mitigation efforts to monitor and treat impaired water systems
- Select a Laboratory to Analyze the Samples
- Conduct/Document Monitoring Procedures
- Annual reports
- Date, place and time of facility inspections, sampling, visual observation (inspections), and/or measurements, including precipitation
- Individual(s) who performed the facility inspections, sampling, visual observation, inspections and/or measurements.
- Date and approximate time of analyses
- Summary of all analytical results from the last three years, the method detection limits and reporting units, the analytical
- Techniques or methods used
- Quality assurance/quality control records and results
- Quality Assurance Considerations
- Evaluate Monitoring Results
- Evaluating Benchmark Monitoring Results
- Reporting Monitoring Data

6. STATUS OF AWARDED PROJECTS

A-6. Provided the status of projects that have been awarded (or are seeking award of) Institute for Sustainable Infrastructure (ISI) verification, if applicable.

Not Applicable

7. BUDGET

A-7. Provide the budget for the activities described in provisions A1 through A-5 SCW Program Payment.

1. Salt Lake Park Infiltration Cistern Project:
 - a) Construction \$30,000,000
 - b) Future Maintenance: \$30,000 FY 2024/25
2. Connector Pipe Screen (CPS) and Automatic Retractable Screens (ARS)
 - a) \$20,000 – Catch Basin Inventory & Los Angeles County Permit
 - b) \$60,000 – Construction of CPS & ARS Units
3. Nationwide Environmental Services (Catch Basin Cleaning): \$81,244.08
4. Nationwide Environmental Services (Street Sweeping): \$582,350.37
5. Consultant IC Inspection/MS4 Permit & Annual Permit: \$80,000.00
6. GWMA Dues: \$15,000.00
7. GWMA LARUR2 WMP/CIMP Implementation: \$53,000.00
8. Permit GWMA-LAURUR2: \$53,000.00

ITEM NO. 8

**RECONSIDERATION OF BID PROCESS PURSUANT TO CALIFORNIA PUBLIC
CONTRACT CODE SECTION 22160 ET SEQ. AND APPROVAL OF A DESIGN BUILD
CONTRACT PROCESS FOR THE CONSTRUCTION AND COMPLETION OF THE
AQUATIC CENTER AND RELATED AMMENATIES AT SALT LAKE PARK**

A copy of Staff Report will be available on Monday, November 30, 2020 at the City Clerk's Office.

